

These Terms and Conditions (the "Terms and Conditions") constitute the legal agreement between you and Computershare Valuation Services LLC ("Valuation Services") with respect to your use of Valuation Services' valuation products and services (including any related technology platforms), collectively the "Service(s)", as provided to you pursuant to an "Order", as define herein. Your use of the Services is expressly conditioned on your consent to these Terms and Conditions and the Order (together, the "Agreement"). If you are entering into this Agreement on behalf of any entity, you represent and warrant that you are authorized to accept this Agreement on such entity's behalf.

The effective date of the Agreement (the "Effective Date") will be the date upon which you accept these Terms and Conditions via the Valuation Services website, email or other signature, or any successor website thereto (the "Valuation Services Site"), prior to placing an Order.

Upon receipt by a Valuation Services authorized representative of your signed Agreement or by clicking on the "I Accept" button below, and your access and use of the Services, you, and if applicable, the entity or partnership you represent (collectively, "you" or "your"), hereby acknowledge and agree that you have read the following Terms and Conditions and you agree to be bound by all of these Terms and Conditions and the Agreement, including the limitations on liability set forth herein and the provisions governing Valuation Services' ability to modify these Terms and Conditions set forth in Section 15. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU ARE NOT PERMITTED TO ACCESS AND/OR USE THE SERVICES.

1. DEFINITIONS

"Order" means your order for the Services submitted to Valuation Services either online via the Valuation Services Site or through other means. Unless otherwise agreed to in writing by a Valuation Services' authorized representative, payments terms for each Order shall be in accordance with these Terms and Conditions and the price terms within the specific.

"Valuation Services Platform" means the Services and all software, technology, web- based software modules or materials used by Valuation Services or its Service Providers in the provision and operation of the Services or otherwise supplied by Valuation Services to you in connection with the provision or receipt of Services (including the Valuation Services Site).

"Service Providers" means any of Valuation Services' authorized licensors, suppliers, vendors, information providers or other third parties that provide, from time to time, any data, information, content, application, tool, feature or service for purposes of supporting the Services.

2. SERVICES. You hereby authorize Valuation Services to perform the Services set forth in the Order in accordance with the Terms and Conditions of this Agreement. You acknowledge that Valuation Services may use Service Providers to perform certain aspects of the Services provided to you hereunder. In order to use the Services, your computer hardware, software and internet connectivity must meet certain minimum requirements as may be specified by Valuation Services from time to time. Valuation Services bears no liability or responsibility if you cannot access the Services due to a failure to meet such minimum requirements. The Valuation Services Platform is provided as a free service to distribute the Services. Use of the Valuation Services Platform may be suspended at any time without notice.

3. REGISTRATION ACCOUNTS. Any Order submitted by you shall include all required information to enable Valuation Services to perform the Services for you including the type of Service, customer name, address and client tracking number. In registering for the Services and creating a password-protected customer user account (your "Account"), you will be required to provide us with certain identifying information. You are responsible for (a) protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other credentials and login information that have been provided to you or that are generated in connection your use of the Services and (b) for all activities that occur in connection with your Account. You are responsible for maintaining the confidentiality of your username and password and for ensuring that your username and password are used only by you. You will notify Valuation Services immediately of any suspected or actual

unauthorized use or your data, account, usernames and passwords, or any other breach of security with respect to Valuation Services' Platform of which you are aware or should have been aware. You acknowledge that, notwithstanding security precautions deployed by Valuation Services, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Valuation Services' Platform. The parties agree to take all commercially reasonable precautions to protect the security of data transmitted over or stored in any system connected to or accessible via the Internet in connection with use of Valuation Services' Platform. You agree to provide true, current and accurate information to Valuation Services as required for you to access and use of the Services and you will update the same information as necessary from time to time.

4. **RECEIPT OF ORDER.** An Order will be deemed to be received by Valuation Services at such time as Valuation Services has received all the information required to complete such Order. Complete Orders that are received by Valuation Services prior to 4:30 p.m. Mountain Time on a business day shall be considered received as of that date. Requests received after 4:30 p.m. Mountain Time on a business day will be considered as having been received on the following business day. If an Order does not contain complete and correct information for processing, Valuation Services shall reasonably notify you of the deficiency. Valuation Services shall deliver the Services (including but not limited to appraisals, Broker Price Opinions ("BPOs"), and any Automated Valuation Model ("AVM")) to you electronically via the Valuation Services Platform (e.g., secured website, Printer Definition File ("PDF") or otherwise as mutually agreed). Valuation Services agrees to maintain backup copies of the Services, as required by law. If you order a Service and Valuation Services cannot in good faith produce the requested report, Valuation Services will notify you, and such request will be deemed cancelled. For example, Valuation Services will reduce the fees on Orders cancelled by you as follows:

Timing	Cost
Cancelled prior to inspection	No charge
Cancelled after inspection, but prior to report	½ of the cost
Cancelled after inspection and completion of full report	Full charge

Fees for other Services will be reduced similarly, in Valuation Services sole discretion.

Additional Reports Required for Valuation Services. If at any time Valuation Services determines that a Fannie Mae 2055 Exterior Drive-Bay Appraisal ("2055") or Uniform Residential Appraisal Report ("URAR") appraisal is required, but was not originally requested by you, Valuation Services will notify you and obtain your written approval before commencing such valuation.

5. **LIMITED LICENSE.** Subject to the Terms and Conditions of this Agreement, Valuation Services hereby grants you, and you hereby accept, a limited, revocable, non-exclusive, non-transferable, non-sub-licensable license to use and access the Valuation Services Platform and the Services solely and exclusively for internal business purposes only and in accordance with this Agreement. Unless otherwise agreed to in writing by an authorized Valuation Services officer, you may not distribute any of the Services to any third party or use the Services in connection with providing advice or recommendations to others, publish information in the news media, or incorporate or use information in any kind of database or marketing list to be provided to a third party. Valuation Services hereby reserves all rights not expressly granted to you in this Agreement. Valuation Services may terminate your license and this Agreement at any time for any reason.

6. **PROPRIETARY RIGHTS.** You acknowledge that the Services consists of information gathered, selected, coordinated and arranged by Valuation Services or its Service Providers at considerable time, skill, effort and expense, and by the application of procedures, editorial standards, definitions, systems and judgment proprietary to Valuation Services or its Service Providers. As between you and Valuation Services, Valuation Services or its applicable Service Providers own and reserve all right, title, and interest in and to the Services, including without limitation any software or technology utilized in the provision or use of the Services, the content, and all intellectual property rights therein. You shall not remove any trademark, copyright, or any other proprietary notices from the Services or any printouts or reports derived from the Services.

7. FEES. You agree to pay to Valuation Services the fees set forth in the Order for your access and use of the Services (the "Service Fees"). Valuation Services may use a Service Provider as its designated payment agent and/or processor under this Agreement. All Service Fees otherwise invoiced by Valuation Services or its applicable Service Provider must be paid by you in full within thirty (30) days of the date of the invoice. Failure to pay your Service Fees when due may result in immediate termination of your access to the Services, in Valuation Services' sole and absolute discretion. You will be charged interest on any overdue fees at a rate of the lesser of (a) 1.5% per month (18% per annum) and (b) the maximum rate of interest permitted by applicable law, Valuation Services will have the right to increase the Service Fees from time to time in its discretion, provided that no Service Fee increase shall apply to Services already ordered pursuant to an Order in effect at the time of the Service Fees increase. You are responsible for the payment of all taxes that may now or in the future be associated with this Agreement or your use of any of the Services (other than taxes based on Valuation Services' net income). You will reimburse Valuation Services for any collection fees Valuation Services incurs in recovering unpaid fees and charges, and Valuation Services shall be entitled to a reasonable award as attorney's fees in the event that any collection action is filed.

8. REGULATORY MATTERS. To the extent you order any Service, including an appraisal or other product that is subject to the Appraisal Independence Requirements found in the Truth in Lending Act, state and federal laws and/or other regulations, or the requirements of Government Sponsored Enterprises, and/or any related provisions (collectively "Regulatory Requirements"), you represent and warrant to Valuation Services that such orders will be in full compliance with all applicable provisions of the Regulatory Requirements and that any individuals authorized by you to place such orders or receive any Services are permissible parties under the Regulatory Requirements. You will not have any communications or take any actions otherwise in violation of the Regulatory Requirements. Valuation Services will provide you with a copy of its internal procedures relating to the Regulatory Requirements compliance upon written request. You agree to cooperate with Valuation Services to demonstrate compliance with the Regulatory Requirements where applicable. To the extent that Orders of any appraisal products are subject to state specific AMC regulations, Valuation Services acknowledges that as standard business practices with respect to such Orders it: (a) ensures that independent appraisers contracted by Valuation Services possess the required licenses and certificates from the appropriate state licensing office; (b) reviews the work of all independent contractor appraisers to ensure that appraisal services are performed in accordance with the Uniform Standards of Professional Appraisal Practice; and (c) maintains records of the following for each service requested: (1) date of receipt of request; (2) name of the person from whom the request was received; (3) name of the client for whom the request was made, if different from the name of the person from whom the request was received; (4) name of the appraiser or appraisers assigned to perform the contracted service; and (5) date of delivery of the appraisal product to the client. You expressly disclaim any right or ability to review, audit or otherwise inspect Valuation Services' records, information, process systems, locations or anything associated with this Agreement unless expressly agreed to in writing by a Valuation Services' authorized representative.

9. NO WARRANTY. VALUATION SERVICES SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MARKETABILITY OF OR CONDITION OF TITLE OF ANY OF THE SUBJECT PROPERTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS AND WITH ALL FAULTS, WITHOUT ANY WARRANTY OF ANY KIND.

10. LIMITATION OF LIABILITY. While an estimate or opinion of market value on a particular residential property is deemed a reliable estimate or opinion, neither the appraiser nor broker conducting the inspection nor Valuation Services will be held liable to you because of inaccurate market values of any of the subject properties. VALUATION SERVICES (WHICH, FOR PURPOSES OF THIS SECTION 10 INCLUDES VALUATION SERVICES, ITS AFFILIATES, SUBSIDIARIES (INCLUDING BUT NOT LIMITED TO COMPUTERSHARE VALUATION SERVICES LLC) AND SERVICE PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) WILL NOT BE LIABLE TO YOU OR ANY COMPANY WITH WHICH YOU ARE ASSOCIATED (AND THEIR AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS) OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES, LOSSES, COSTS OR EXPENSES ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS, THIS AGREEMENT, AN ORDER, AND/OR YOUR OR YOUR AUTHORIZED USERS' USE OF THE VALUATION SERVICES PLATFORM, HOWSOEVER CAUSED, EVEN IF VALUATION SERVICES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. NO CLAIM IN TORT MAY BE BROUGHT AGAINST VALUATION SERVICES UNLESS SUCH PRECLUSION IS PROVIDED BY LAW. YOU HEREBY EXPRESSLY WAIVE ANY CLAIM AGAINST VALUATION SERVICES BASED ON VALUATION SERVICES'

NEGLIGENCE. VALUATION SERVICES' SOLE LIABILITY, IF ANY, UNDER THIS AGREEMENT AND ANY ORDER, PER SERVICE AND/OR IN THE AGGREGATE, WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO VALUATION SERVICES FOR THE PERFORMANCE BY VALUATION SERVICES OF THE SERVICES THAT DIRECTLY GAVE RISE TO THE CLAIM IN THE APPLICABLE ORDER.

11. INDEMNIFICATION. You will indemnify and hold harmless and defend Valuation Services, its affiliates and Service Providers (including each of their respective officers directors, employees and agents) (the "Valuation Services Indemnitees") from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) resulting from any third party claims arising in connection with any violation of this Agreement by you or the company with which you are associated.

12. WAIVER OF JURY TRIAL. SUBJECT TO SECTIONS 13 AND 14 HEREIN, THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTERS (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. JURISDICTION. Each of the parties hereto hereby consents to personal jurisdiction, service of process, and venue in the federal and state courts sitting in the City and County of Denver, Colorado (the "Denver Courts") for the purpose of any proceedings in aid of arbitration and for pre-arbitral attachment or pre-arbitral injunction to maintain the status quo or prevent irreparable harm, and to the non-exclusive jurisdiction of the Denver Courts for proceedings arising out of or relating to the enforcement of any award or decision of the arbitrators duly appointed pursuant to this Agreement.

14. GENERAL TERMS. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Colorado, without regard to conflicts of law principles. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Valuation Services' failure to act with respect to a breach by you or others does not waive Valuation Services' right to act with respect to subsequent or similar breaches. You may not assign this Agreement or any of the rights granted to you hereunder, including your right to use the Services or access the Valuation Services Platform. Valuation Services may assign this Agreement without your consent to an affiliate or subsidiary of Valuation Services or to a successor in interest or to a party acquiring all or substantially all of Valuation Services' business through a merger, acquisition, reorganization or other transaction. This Agreement constitutes the entire Agreement between Valuation Services and you regarding the Valuation Services Platform and supersedes all prior written and oral agreements. This Agreement may not be amended or modified nor any obligation waived, except as contemplated herein or as otherwise agreed by a writing signed by both you and Valuation Services. You represent that that you have: (i) all requisite legal and corporate power to execute and deliver this Agreement on behalf of you and or the entity you represent; (ii) taken all corporate action necessary for the authorization, execution and delivery of this Agreement; (iii) no agreement or understanding with any third-party that interferes with, or will interfere with, your performance of your obligations under this Agreement; (iv) obtained and will maintain all rights, approvals and consents necessary to perform your obligations under this Agreement; and (v) taken all action required to make this Agreement a legal, valid and binding obligation of you, enforceable against such you in accordance with the terms herein.

15. MODIFICATIONS TO THE TERMS AND CONDITIONS. Valuation Services may modify the terms and conditions of this Agreement at any time, and without notice for future Orders. The revised terms shall be effective upon your acceptance if Valuation Services provides a mechanism for the acceptance of the revised terms, such as a click-through confirmation or acceptance button, and/or other notification from Valuation Services. By continuing to use, receive or order the Services after the effective date of any revisions to these Terms and Conditions, you agree to be bound by the revised Terms and Conditions.

VALUATION SERVICES ORDER

This Valuation Services Order shall be effective as of the Effective Date of the Agreement. Capitalized terms used herein without definition have the meanings given to them in the Agreement.

I. SCOPE

- a. Valuation products and services (collectively, "Services") shall be provided by Computershare Valuation Services LLC, a wholly owned subsidiary of Valuation Services ("Valuation Services") as set forth below:

II. DEFINITIONS

- a. "Automated Products" will include products and services that are machine generated and do not require input or analysis by a Valuation Services' employee other than minimal address data entry. Automated products include the following: Automated Valuation Models and other Data & Analytics products. Valuation Services is an approved reseller of these products.
- b. "Business Day" means any day Monday through Friday during which the Client or Valuation Services conducts business, and does not include any Saturday, Sunday or Holidays (as defined below).
- c. "Business Hours" means 7:00am to 5:00pm Mountain Time, Monday through Friday, excluding weekends and Holidays.
- d. "Holidays" will include: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- e. "Rush Fees" means additional fees paid by you to Valuation Services for shortened delivery time frames. Upon request by the you, certain orders may be designated as a "rush" order. Specific rush time frames and fees are outlined in section III.
- f. "Trip Fee" means a specified amount of money paid due to a missed appointment for interior inspection of a property.

III. PRODUCTS AND SERVICES

- a. Valuation Services will provide Services as and when requested by you from time-to-time and in accordance with the expected delivery timeframes as set forth below, provided Valuation Services has received a valid order.

Product	Standard Turn Time	Price
TRADITIONAL APPRAISALS		
Residential Appraisals	Varies by state	See Appraisal Matrix
BROKER PRICE OPINION'S (BPO's)		
BPO Exterior	3 Business Days	\$95.00
BPO Interior	5 Business Days	\$130.00
› BPO Addendum – Rental Grid & Analysis	Add on	\$18.00
› BPO Addendum – Repair Analysis	Add on	\$40.00
› BPO Addendum – Renovation Analysis	Add on	\$40.00
› BPO Addendum – Automated Rental Report	Add on	\$10.00
Hybrid BPO - Exterior	2 Business Days	\$80.00

Hybrid BPO – Interior	5 Business Days	\$120.00
APPRAISAL ALTERNATIVES		
AppraisalX – Exterior	4 Business Days	\$145.00
AppraisalX – Interior	7 Business Days	\$185.00
AppraisalXpress – Exterior Only	4 Business Days	\$115.00
AppraisalX Pro – Exterior	5 Business Days	\$225.00
AppraisalX Pro – Interior	7 Business Days	\$275.00
EvaluationX - Exterior	2 Business Days	\$80.00
EvaluationX – Interior	5 Business Days	\$120.00
AppraisalX – Dual Value - Exterior	4 Business Days	\$195.00
AppraisalX – Dual Value - Interior	7 Business Days	\$235.00
REVIEWS & RECONCILIATIONS		
Appraisal Risk Analysis (ARA)	2 Business Days	\$125.00
Appraisal Risk Analysis (ARA)	1 Business Day	\$140.00
Appraisal Risk Analysis (ARA) – Dual Value	2 Business Days	\$175.00
Investment Property Analysis (IPA)	2 Business Days	\$125.00
Investment Property Analysis (IPA)	1 Business Day	\$140.00
Valuation Credibility Analysis (VCA)	2 Business Days	\$65.00
Collateral Underwriter Review (CURE)	1 Business Day	\$45.00
CU Risk Score Escalation Review	1 Business Day	\$95.00
Regulatory Compliance Review	10 Business Days	\$50.00
Single Point Reconciliation (non-appraisal)	2 Business Days	\$55.00
Value Reconciliation – 2 Reports	2 Business Days	\$65.00
Value Reconciliation – 3 Reports	2 Business Days	\$75.00
PROPERTY INSPECTIONS		
Exterior Condition and Occupancy Inspection (Form 30)	10 Business Days	\$25.00
Interior Condition and Occupancy Inspection (Form 30)	10 Business Days	\$30.00
Property Condition Inspection (PCI) - Exterior	2 Business Days	\$45.00
Property Condition Inspection (PCI) - Interior	2 Business Days	\$75.00
Post Disaster Inspection (PDI) - Exterior	2 Business Days	\$45.00
Post Disaster Inspection (PDI) - Interior	2 Business Days	\$75.00
Loss Draft Inspection (LDI)	2 Business Days	\$45.00
DATA & ANALYTICS		

CA Value AVM	Instant	\$12.00
ValuScape MosaicAVM	Instant	\$8.00
Portfolio Monitoring	Quote	Quote
Custom Data Solutions	Quote	Quote

*Products are available in all 50 states unless regulatory requirements prohibit the production of product in which case alternative products will be recommended. Most products are available in Puerto Rico by quote.

Appraisal Pricing Matrix – Computershare Valuation Services LLC			
State	1004 / 1073 / 2090	2055 / 1075 / 2095 / Land	1025
ALABAMA	\$520	\$420	\$720
ALASKA	\$795	\$695	\$995
ARIZONA	\$500	\$400	\$700
ARKANSAS	\$545	\$445	\$745
CALIFORNIA	\$520	\$420	\$720
COLORADO	\$635	\$535	\$835
CONNECTICUT	\$485	\$385	\$685
DELAWARE	\$500	\$400	\$700
FLORIDA	\$470	\$370	\$670
GEORGIA	\$480	\$380	\$680
HAWAII	\$690	\$590	\$890
IDAHO	\$555	\$455	\$755
ILLINOIS	\$470	\$370	\$670
INDIANA	\$475	\$375	\$675
IOWA	\$500	\$400	\$700
KANSAS	\$525	\$425	\$725
KENTUCKY	\$490	\$390	\$690
LOUISIANA	\$515	\$415	\$715
MAINE	\$605	\$505	\$805
MARYLAND	\$490	\$390	\$690
MASSACHUSETTS	\$500	\$400	\$700
MICHIGAN	\$490	\$390	\$690
MINNESOTA	\$490	\$390	\$690
MISSISSIPPI	\$510	\$410	\$710
MISSOURI	\$490	\$390	\$690
MONTANA	\$725	\$625	\$925
NEBRASKA	\$560	\$460	\$760
NEVADA	\$490	\$390	\$690
NEW HAMPSHIRE	\$515	\$415	\$715
NEW JERSEY	\$480	\$380	\$680
NEW MEXICO	\$570	\$470	\$770
NEW YORK	\$485	\$385	\$685

NORTH CAROLINA	\$510	\$410	\$710
NORTH DAKOTA	\$710	\$610	\$910
OHIO	\$480	\$380	\$680
OKLAHOMA	\$570	\$470	\$770
OREGON	\$755	\$655	\$955
PENNSYLVANIA	\$500	\$400	\$700
RHODE ISLAND	\$465	\$365	\$665
SOUTH CAROLINA	\$485	\$385	\$685
SOUTH DAKOTA	\$685	\$585	\$885
TENNESSEE	\$520	\$420	\$720
TEXAS	\$535	\$435	\$735
UTAH	\$500	\$400	\$700
VERMONT	\$600	\$500	\$800
VIRGINIA	\$505	\$405	\$705
WASHINGTON	\$675	\$575	\$875
WEST VIRGINIA	\$590	\$490	\$790
WISCONSIN	\$495	\$395	\$695
WYOMING	\$650	\$550	\$850
Appraisal Addendums and Add-ons			
Complex & over 1.5M	Quote		
1004D	\$175		
Operating Income-216	\$100		
Rent Schedule	\$175		
2075/2070	\$200		
Desk Review	\$200		
Field Review	\$400		
Add-ons			
FHA	\$50		
FHA 203k	Quote		
Trip fee	\$75		
Credit Card Fee	3%		

*Products are available in all 50 states unless regulatory requirements prohibit the production of product in which case alternative products will be recommended. Most products are available in Puerto Rico on a quoted basis. Rush orders will be priced on an order by order basis.

- b. Valuation Services will provide appraisals in accordance with the current appraisal pricing at the time the order is placed. Sample current pricing is available upon your request but may be updated on a from time to time to reflect current market conditions. Updated pricing will be provided by Valuation Services to the Client as it becomes available and any new orders placed by the Client will be in accordance with the updated and current pricing.

IV. ORDERING AND DELIVERY

- a. You will transmit orders to Valuation Services via an electronic file transfer through the Valuation Services Platform. Each order will contain sufficient information to enable Valuation Services to

complete the order based on the Service(s) requested, including but not limited to whether an interior or an exterior product is requested.

- b. Rush orders may be requested at an additional cost ("Rush Fee") as set forth in Section 3 above or mutually agreed upon between the parties.
- c. **Incomplete Orders:** In the event an order does not contain accurate information for proper processing, Valuation Services will notify you of the deficiency within forty-eight (48) hours of when Valuation Services becomes aware of such inaccurate or incomplete information. An order will not be deemed or considered received by Valuation Services until Valuation Services has received all accurate information required for proper processing.
- d. **Cancellation Policy.** Charges to the Client for cancelled orders will be in accordance with the Terms and Conditions:
- e. Delivery timeframes will be measured in Business Days excluding Holidays from the date Valuation Services receives an order to the date the order is completed and Valuation Services provides delivery to your electronic destination, or a destination as otherwise requested by you and mutually agreed to by Valuation Services.
- f. All delivery timeframes are calculated with the order date being day zero for all order received by 4:30pm Mountain Time.
- g. Valuation Services reserves the right to quote different pricing for complex orders, which are generally defined as Subject Properties where increased time, difficulty or scope of work is present in order to complete the Services or Deliverables

I. FEES AND COSTS

- a. Services ordered will be billed in accordance with the fees set forth in Section III above. Any changes to the pricing noted will only be conducted through amendments to this Order or as otherwise stated in the Agreement.
- b. If you mandate third party services requiring additional cost to Valuation Services, Valuation Services will pass these costs to you.
- c. Trip Fee. Pass through fees incurred when an appraiser, broker or inspector partner charges Valuation Services to return to a property for a second trip due to unforeseen and uncontrolled circumstances outside of Valuation Services' control will be charged to you.

V. PAYMENT TERMS

- a. Invoices will be processed as outlined in Section 7 of the Agreement.

VI. REPORTING

- a. Valuation Services will provide standard and customized reporting as mutually agreed upon between the you and Valuation Services.

VII. SERVICES AGREEMENT; GOVERNING LAW

- a. This Order is subject to and is governed by the terms of the Section 14 of the Agreement.

VIII. LIMITATION OF VALUATION SERVICES LIABILITY

- a. This Order is subject to and it governed by the terms of Section 10 of the Agreement.

This Order and the Agreement supersede all prior oral or written agreement, representations and understandings between the parties with respect to the subject matter of this Order. By the signatures of their authorized representatives below, both the client and Valuation Services acknowledge the value and sufficiency of the consideration for entering into this Order and the Agreement and agree to be bound by their terms.

.....
[SIGNATURE PAGE TO FOLLOW]

WHEREAS, the parties have executed these Terms and Conditions, to be effective as of the date below.

COMPUTERSHARE VALUATION SERVICES LLC

By: _____
Name:
Title:

Date: _____

COMPANY

By: _____
Name:
Title:

Date: _____