

Property Solutions

Part of the Computershare Group

These Terms and Conditions (the "Terms and Conditions") constitute the legal agreement between you and Computershare Property Solutions, LLC ("Property Solutions") with respect to your use of Property Solutions' valuation services as purchased by you pursuant to an Order (as defined below) (the "Services"). 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 Property Solutions website or any successor website thereto (the "Property Solutions Site"), prior to placing an Order.

By clicking on the "I Accept" button below and accessing and using 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 all of these Terms and Conditions and the Agreement, including the limitations on liability set forth herein and the provisions governing Property Solutions' ability to modify these Terms and Conditions set forth in Section 14. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU ARE NOT PERMITTED TO ACCESS AND USE THE SERVICES.

1. DEFINITIONS

"Order" means your order for the Services submitted to Property Solutions either online via the Property Solutions Site or through other means.

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

"Service Providers" means any of Property Solutions 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 Property Solutions to perform the Services set forth in the Order in accordance with the terms and conditions of this Agreement. You acknowledge that Property Solutions 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 Property Solutions from time to time. Property Solutions bears no liability or responsibility if you cannot access the Services due to a failure to meet such minimum requirements. The Property Solutions Platform is provided as a free service to distribute the Services. Use of the Property Solutions Platform may be suspended at any time without notice.

3. REGISTRATION ACCOUNTS Any Order submitted by you shall include all required information to enable Property Solutions to perform the Services for you including the type of valuation, 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 Property Solutions immediately of any unauthorized use or your data, account, usernames and passwords, or any other breach of security with respect Property Solutions' Platform of which you are aware. You acknowledge that, notwithstanding security precautions deployed by Property Solutions, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Property Solutions' 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 Property Solutions' Platform. You agree to provide true, current and accurate information to Property Solutions 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 Property Solutions at such time as Property Solutions has received all the information required to complete such Order. Complete Orders that are received by Property Solutions 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, Property Solutions shall notify you of the deficiency. Property Solutions shall deliver appraisals, Broker Price Opinions ("BPOs"), and any Automated Valuation Model ("AVM") to you electronically via the Property Solutions Platform (e.g., secured website, Printer Definition File ("PDF") or otherwise as mutually agreed). Property Solutions agrees to maintain backup copies of all appraisals and BPOs, as required by law. If you Order an appraisal or BPO and Property Solutions cannot in good faith produce the requested report, Property Solutions will notify you, and such request will be deemed cancelled. Property Solutions 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

Additional Reports Required. If at any time Property Solutions 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, Property Solutions will notify you and obtain your written approval before commencing such valuation.

5. LIMITED LICENSE Subject to the terms and conditions of this Agreement, Property Solutions hereby grants you, and you hereby accept, a limited, revocable, non-exclusive, non-transferable, non-sub-licensable license to use and access the Property Solutions 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 Property Solutions 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. Property Solutions hereby reserves all rights not expressly granted to you in this Agreement. Property Solutions 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 Property Solutions 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 Property Solutions or its Service Providers. As between you and Property Solutions, Property Solutions 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 Property Solutions the fees set forth in the Order for your access and use of the Services (the "Service Fees"). Property Solutions may use a Service Provider as its designated payment agent and/or processor under this Agreement. All Service Fees otherwise invoiced by Property Solutions 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 Property Solutions' 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, Property Solutions 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 Property Solutions' net income). You will reimburse Property Solutions for any collection fees Property Solutions incurs in recovering unpaid fees and charges, and Property Solutions 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 appraisal or other product that is subject to the Appraisal Independence Requirements found in the Truth in Lending Act, state laws and regulations, or the requirements of government sponsored enterprises, and/or any related provisions (collectively "Appraisal Independence Requirements"), you represent and warrant to Property Solutions that such orders will be in full compliance with all applicable provisions of the Appraisal Independence Requirements and that any individuals authorized by you to place such orders or receive any appraisal reports are permissible parties under the Appraisal Independence Requirements. You will not have any communications or take any actions otherwise in violation of the Appraisal Independence Requirements. Property Solutions will provide you with a copy of its internal procedures relating to the Appraisal Independence Requirements compliance upon request. The parties each agree to reasonably cooperate with each other to demonstrate compliance with the Appraisal Independence Requirements where applicable. To the extent that Orders of any appraisal products are subject to state specific AMC regulations, Property Solutions acknowledges that as standard business practices with respect to such Orders it: (a) ensures that independent appraisers contracted by Property Solutions 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.

9. NO WARRANTY PROPERTY SOLUTIONS 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 Property Solutions will be held liable to you because of inaccurate market values of any of the subject properties. PROPERTY SOLUTIONS 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. PROPERTY SOLUTIONS (WHICH, FOR PURPOSES OF THIS SECTION 10 INCLUDES PROPERTY SOLUTIONS, ITS AFFILIATES, SUBSIDIARIES 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 IN RESPECT OF OR ARISING FROM THIS AGREEMENT AND YOUR OR YOUR AUTHORIZED USERS' USE OF THE PROPERTY SOLUTIONS PLATFORM, HOWSOEVER CAUSED, EVEN IF PROPERTY SOLUTIONS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. No claim in tort may be brought against Property Solutions unless it is based upon the gross negligence, willful misconduct or fraudulent conduct of Property Solutions and you hereby waive any claim against Property Solutions based on Property Solutions' negligence. PROPERTY SOLUTIONS' SOLE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO PROPERTY SOLUTIONS FOR THE PERFORMANCE BY PROPERTY SOLUTIONS OF THE SERVICES THAT GAVE RISE TO THE CLAIM IN THE APPLICABLE ORDER.

11. INDEMNIFICATION You will indemnify and hold harmless and defend Property Solutions, its affiliates and Service Providers (including each of their respective officers directors, employees and agents) (the "Property Solutions 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 12 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. Property Solutions' failure to act with respect to a breach by you or others does not waive Property Solutions' 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 Property Solutions Platform. Property Solutions may assign this Agreement without your consent to an affiliate or subsidiary of Property Solutions or to a successor in interest or to a party acquiring all or substantially all of Property Solutions' business through a merger, acquisition, reorganization or other transaction. This Agreement constitutes the entire Agreement between Property Solutions and you regarding the Property Solutions 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 Property Solutions.

15. MODIFICATIONS TO THE TERMS AND CONDITIONS Property Solutions 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 Property Solutions provides a mechanism for the acceptance of the revised terms, such as a click-through confirmation or acceptance button. By continuing to use or receive 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.
