

BNSync User License Agreement

This Agreement ("Agreement") contains the complete terms and conditions that apply to your installation and use of BNSync, a proprietary software product that is owned and controlled by BNTouch, Inc ("BNTouch") for use with the BNTouch Mortgage CRM ("BNTouch Mortgage CRM"). You may also be referred to herein as "PARTICIPANT", "You" or "Party". This license is coterminous with Your BNTouch Mortgage CRM subscription and in the event that You choose to terminate Your BNTouch Mortgage CRM subscription, You must uninstall and terminate use of BNSync. If You are not currently a BNTouch subscriber, You may not install, download or gain access to BNSync.

1. Services

Subject to the terms and conditions of this Agreement, BNTouch agrees to provide to You access and use of BNSync. Your installation of, or use of, BNSync shall be deemed to be Your agreement to abide by this Agreement including any materials available on the BNTouch website incorporated by reference herein, including but not limited to BNTouch's privacy policy which can be viewed online at www.bntouchmortgage.com/privacy and the Master Services Agreement which governs Your use of BNTouch. For reference, a Definitions section is included at the end of this Agreement.

2. License Grants

BNTouch hereby grants You a non-exclusive, non-transferable, worldwide right to use BNSync, solely for Your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to You are reserved by BNTouch and its licensors.

3. License Restrictions

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party BNSync or the Content in any way; (ii) modify or make derivative works based upon BNSync or the Content; (iii) reverse engineer or access BNSync in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of BNSync, or (c) copy any ideas, features, functions or graphics of BNSync; (v) Publish or disclose to any third parties any evaluation of BNSync without BNTouch's prior written consent.

You may use BNSync only for Your internal business purposes and shall not: (i) use BNSync to gain unauthorized access to client files or use BNSync in any way that violates applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to BNSync or its related systems or networks.

4. Third Party Interactions

BNSync is designed for the purpose of moving data between the BNTouch Mortgage CRM and third party loan origination software services. Your use of any third party loan origination software is strictly between You and the third party provider of that software or service. BNTouch and its licensors will not access or provide support for any third party software used in conjunction with any BNTouch product or service. BNTouch provides BNSync to You pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require Your agreement to additional or different license or other terms prior to Your use of or access to such software, hardware or services.

5. Known Operating Environments

BNSync is a software program that resides on Your computer. Because BNSync transfers data between Your loan origination software and BNTouch which are two proprietary software products, there is no guarantee that BNSync will function correctly on Your computer. BNSync was designed specifically for use with certain versions of Encompass and Calyx Point and will not function with all versions of these products, nor will it work with other third party products. Because Calyx Point and Encompass are third party software products that are owned and operated by third party companies, there are inherent limitations to the level of integration that can be achieved between BNSync and these third party software products. BNSync will not function on all computer makes, operating systems, or local settings on Your computer including but not limited to security settings and network configurations.

6. Installation and Support

As a subscriber of the BNTouch Mortgage CRM, the BNTouch customer care department will assist You in the installation and setup of BNSync. During the course of installing or providing support for BNSync, a BNTouch employee may use third party screen sharing software to oversee the installation of BNSync on Your computer. This third party software will enable a BNTouch employee to view any files or programs residing on Your computer and remotely operate Your computer. It is Your responsibility to ensure that any confidential files or folders residing on Your computer are closed, uninstalled, or removed from the sight of the BNTouch employee prior to beginning the installation process. By allowing a BNTouch employee to install BNSync on Your computer, You will not hold BNTouch responsible for any business disruptions or damages that result from either the installation of BNSync or the actions of any BNTouch employee during the course of the installation including but not limited to the deletion of files on Your computer, or the changing of settings that affect the performance of Your computer or any third party software residing thereon.

BNTouch agrees to provide You with ongoing customer support by email, phone or online chat for the duration of Your use of the BNTouch Mortgage CRM. Because the BNTouch customer care department experiences high volumes of support requests and works during normal business hours, a BNTouch employee may not always be able to provide support when it is requested. In the event that a BNTouch employee is not available to provide You with the support You need, a BNTouch representative will contact You or resolve Your support request when they are available to do so.

BNTouch will only provide support for BNTouch software products or services and will not offer support or advice relating to any third party software product or service. In the event that Your support issue or problem using BNTouch is caused by a third party software product or service, it is Your responsibility to contact that third party provider to resolve the issue.

7. Data Transfer

BNSync is designed for the purpose of transferring data between BNSync and third party loan origination software. This transfer may be initiated on a manual or automated basis. Because it is possible to initiate an automated transfer of data, it is possible that this transfer will cause the BNTouch Mortgage CRM to initiate a marketing campaign. As a result, contacts residing on Your BNTouch Mortgage CRM may receive automated emails or other information. By installing and using this service, You agree not to hold BNTouch responsible for any actions that result from the data transfer.

8. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. BNTouch represents and warrants that it will provide BNSync in a manner consistent with general industry standards reasonably applicable to the provision thereof and that BNSync will perform substantially in accordance with the specifications set forth in this Agreement and the online BNTouch help documentation under normal use and circumstances. You represent and warrant that You have not falsely identified Yourself nor provided any false information to gain access to the Service and that You have permission to install BNSync on Your computer if that computer is owned by someone other than You.

9. Mutual Indemnification

You shall indemnify and hold BNTouch, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by You of Your representations and warranties; or (iii) a claim arising from the breach by You or Your Users of this Agreement, provided in any such case that BNTouch (a) gives written notice of the claim promptly to You; (b) gives You sole control of the defense and settlement of the claim (provided that You may not settle or defend any claim unless You unconditionally release BNTouch of all liability and such settlement does not affect BNTouch's business or services); (c) provides to You all available information and assistance; and (d) has not compromised or settled such claim.

BNTouch shall indemnify and hold You and Your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by BNTouch of its representations or warranties; or (iii) a claim arising from breach of this Agreement by BNTouch; provided that You (a) promptly give written notice of the claim to BNTouch; (b) give BNTouch sole control of the defense and settlement of the claim (provided that BNTouch may not settle or defend any

claim unless it unconditionally releases You of all liability); (c) provide to BNTouch all available information and assistance; and (d) have not compromised or settled such claim. BNTouch shall have no indemnification obligation, and You shall indemnify BNTouch pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Your products, service, hardware or business processes.

10. Disclaimer of Warranties

BNTOUCH AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF BNSYNC OR ANY CONTENT. BNTOUCH AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF BNSYNC WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) BNSYNC OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BNTOUCH AND ITS LICENSORS.

11. Internet Delays

BNTOUCH'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BNTOUCH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

12. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE

BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to You.

14. Notice

BNTouch may give notice by means of a general notice through the BNTouch Mortgage CRM, electronic mail to Your e-mail address on record in BNTouch's account information, or by written communication sent by first class mail or pre-paid post to Your address on record in BNTouch's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to BNTouch (such notice shall be deemed given when received by BNTouch) at any time by any of the following: letter sent by confirmed facsimile to BNTouch at the following fax numbers (whichever is appropriate): (503)597-2768; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to BNTouch at the following addresses (whichever is appropriate): BNTouch, inc., 7000 SW Hampton, Suite 215, Tigard, OR 97223, addressed to the attention of: Chief Executive Officer.

15. Modification to Terms

BNTouch reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Your consent to such changes.

16. Assignment

This Agreement may not be assigned by You without the prior written approval of BNTouch but may be assigned without Your consent by BNTouch to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

17. General

With respect to U.S. Customers, this Agreement shall be governed by Oregon law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located Portland, Oregon. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and BNTouch as a result of this agreement or use of the Service. The failure of BNTouch to enforce any right or provision in this Agreement shall not constitute a waiver of such right or

provision unless acknowledged and agreed to by BNTouch in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between You and BNTouch and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

18. Entire Agreement

This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may only be amended in a writing jointly executed by both parties hereto.