



### FNC Services Including FNC CLEAN ROOM™ and Collateral Management System® (CMS®)

THIS SERVICES AGREEMENT along with all price schedules, other schedules and exhibits and the published rules and regulations (together the “Agreement”) governs your use of the FNC Collateral Management System® (CMS®)<sup>1</sup> Service, the FNC Clean Room Service as well as other FNC services (together, the “Services”<sup>2</sup>). FNC may change this Services Agreement, its price schedules, or other schedules, by providing you with 30 days advance written notice. Except if such changes by FNC are unacceptable to you in your good faith judgment, you may terminate this Agreement within 30 days thereafter by providing written notice of your intention to termination citing with specificity the unacceptable changes.

In addition, FNC may change any rules and regulations from time to time by providing you with 30 days advance written notice (which may be provided electronically—including posting a notice to your Services account) of any such amendments.

Your signature on, or acknowledgment of (e.g. via click-through on the website), this Agreement or acceptance of a user name, password or access token, or any use of any product or service constitutes your agreement to the terms and conditions of this Agreement in their entirety.

“You” means the person or organization listed above which subscribes to the Services and agrees to be bound by this Services Agreement and all price schedules, other schedules and exhibits and the posted rules and regulations. This Agreement also applies to all of your authorized users (including those users associated by or with you or under your ostensible authority), including any affiliates.

Your “affiliate” means a business entity now or hereafter controlled by you, controlling you or under common control with you. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

#### I. The Services

The Collateral Management System Service (“CMS”) is a web-based service of FNC that allows you (or your users) to order, track, receive, review and maintain records of settlement services, especially for residential mortgage transactions.

The FNC Clean Room Service (“Clean Room”) is a web-based service of FNC that allows different parties, including you (or your users), to capture and convert into electronic form loan files related to the loans in which they have an interest. It allows that party (which may include you) to store, organize and manage those files electronically. In addition, it allows you, if you are the owner (or authorized to act on behalf of the owner) of loans, loan files or other documents to expose those (for example as individual loans or as pools of loans) in electronic form to third parties. The third parties may be potential loan investors, other mortgage market participants, or service

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<sup>1</sup> “FNC”, “Collateral Management System”, “CMS”, “GAAR”, “AppraisalPort”, “InspectionPort”, and “TitlePort” are all registered trademarks of FNC, Inc.

<sup>2</sup> References to the “FNC Services” or “Services” shall be read to include not only the CMS and FNC Clean Room but also the Associated Services along with the Aggregator Services, the Collateral Data and Analytic Services and the Document Portal services.

providers such as due diligence firms or closing agents. You may also transfer your ownership or rights to another party, provided that they agree to be bound by this Agreement.

Users of the Clean Room are either Participants or Service Providers. Participants are users of the Clean Room who store, organize or manage loans, loan files or other documents; who possess an interest in loans (or are their agents), who are potential and actual loan investors or who are other participants in the mortgage market. Service Providers provide services to the Participants.

Service Providers ("Providers") may not take any ownership or other interest in any of the loans, loan files or other documents maintained in or exposed by the Clean Room.

Participants are expected to have an agreement with every Provider that they engage. Service Providers must have an agreement with FNC before they perform services in the Clean Room.

You may use the Collateral Management System Service, the FNC Clean Room Service or both at your discretion.

The CMS and FNC Clean Room include not only their own features and functions, but also the Associated Services along with the Aggregator Services, the Collateral Data and Analytic Services and the Document Portal services.

The Associated Services include the various FNC Ports (such as AppraisalPort, TitlePort and the other Ports through which services may be ordered, tracked and received). The Aggregator Services permit you to order, track and receive data or other services received electronically, for example, public record data, automated valuation models and flood certifications. The Document Portal services are those which permit you to upload, order, track and receive documents and data which are not otherwise available through the Associated Services or Aggregator Services.

While the CMS and Clean Room are connected to various providers of settlement services, including, for example, providers of appraisal and other valuation services, title services, automated valuation models and real estate information, you understand that you will need to establish an account with each provider at your cost if you wish to order, track, receive, review and maintain information from them through the Services. In addition to any charges that might apply to you, the providers of settlement services are charged a fee to use the Associated Services, regardless of whether they are independent third parties, your affiliates or your employees.

## II. Right to Use; Proprietary Rights;

FNC owns or possesses all rights, title and interest to the Services, to the FNC Ports and other Associated Services and processes as may be required to grant the right to use and other rights under this Agreement.

You are granted a limited term, non-exclusive right to use the Services for your behalf or your authorized users. This grant of right does not include use by any of your independent contractors, representatives or agents unless specifically authorized by FNC in writing. If FNC consents to the use of independent contractors, representatives or agents they become your authorized users for which you will be responsible. FNC may impose an additional charge for granting said consent.

a. Your right to use the Services is subject to the terms and conditions of this Agreement, (which includes all schedules, and the rules and regulations of the Services as may be issued from time to time), and the agreements and rules and regulations of the Associated Services.

b. As between you and FNC, FNC owns and shall own all rights, title and interest to the FNC Services and any processes and any modifications thereto, regardless of whether made by you or by FNC.

FNC alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Services ("Submissions")

and you agree to assign such Submissions to FNC free of charge. FNC may use such Submissions as it deems appropriate in its sole discretion.

c. This grant of access to the Services is subject to the restriction that neither you nor anyone acting on your behalf or your ostensible authority may copy or decompile, disassemble, decrypt or otherwise reverse engineer (or allow or suffer others to copy or decompile, disassemble, decrypt or otherwise reverse engineer) the Services, any data or any other software, device or interface or any part thereof (except that you may maintain for a limited time magnetic or electronic copies of your Services-related data and any installed software in authorized and approved use).

d. Neither you nor anyone acting on your behalf may make derivative works from the Services. You may not modify any FNC Services or systems or use them in any way not expressly authorized by this Agreement.

e. You may not utilize the Services or any data contained therein or any software, device or interface or any part thereof associated with the Services, to provide any time sharing, service bureau or similar services to any person or entity or in any other way provide any competing services.

### III. Confidential Information, Protection of Information

a. "Confidential Information" means all of FNC's or your confidential and proprietary information in whatever form or format including, but not limited to: your or FNC's forms, processes, software, systems, pricing (including but not limited to the pricing in this Agreement), technology, know-how and show-how; customer, vendor, agent, or appraiser identities and lists; loan applicant and borrower information, loan files and documents, any "nonpublic personal information" as the term is defined under Gramm-Leach-Bliley Act (PL 106-102); any identifying information in any "covered account" as that term is defined in the jointly issued Identify Theft Red Flag Rule (72 Fed Reg 63718, Nov 9, 2007); business or financial information and plans; research and development plans or projects; any pricing, the identity of any existing or potential co- or joint-venturer; any information that is marked or identified, orally or in writing, by either you or by FNC, as confidential or proprietary; and any information that FNC or you should recognize as confidential or proprietary from the circumstances surrounding its disclosure.

All information, images or data contained within your Services account is Confidential Information and belongs to you, not FNC. FNC will not extract or retrieve any data, image or information from your Services account without your permission. However, FNC may capture certain data from time to time about your Services transactions, including but not limited to, performance data, observations about product type, pricing, data elements and characteristics, product characteristics and other data. This data may be used internally by FNC, for example, to assure the quality and performance of the Services, and within one or more products or services, provided however that

1. no individual data about you or any individual Services user shall be revealed to any others and will only be reported in aggregated or disguised form, unless you specifically authorize otherwise.
2. no information amounting to nonpublic personal information (as defined under Gramm-Leach-Bliley Act, PL 106-102, and its related regulations) shall be revealed within any such product or service.

b. The Services and FNC's other processes and services are also Confidential Information.

c. Both you and FNC agree to maintain the confidentiality of, and prevent the disclosure of, the Confidential Information they receive, exercising at least such protection and preservation of the Confidential Information from disclosure, unauthorized use or misuse as each party uses to protect its own proprietary and confidential information and materials of like importance, but in no event less care than a reasonably prudent business person would take in a like or similar situation.

To the extent that the Confidential Information includes any “nonpublic personal information” as that term is defined under Gramm-Leach-Bliley Act (PL 106-102) and related regulations (including but not limited to the Interagency Guidelines regarding the Safeguarding of Customer Information) or any identifying information in any “covered account” under the Red Flag Rule, then you and FNC agree to comply with the provisions incorporated in Gramm-Leach-Bliley Act and related regulations with respect to the Confidential Information.

Compliance shall include the development, implementation and maintenance of an Information Security Program as described in the Interagency Guidelines. As provided in the Interagency Guidelines, the Information Security Program shall be designed to:

1. Ensure the security and confidentiality of customer information;
2. Protect against any anticipated threats or hazards to the security or integrity of such information; and
3. Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

d. In the event that either party is requested or required by legal or administrative process to disclose any Confidential Information supplied to it in the course of this Agreement, it is agreed that the recipient of the Confidential Information (“Recipient”) will provide the disclosing party (“Disclosing Party”) with prompt notice so that Disclosing Party has an opportunity to seek an appropriate protective order or waive compliance with the provisions of this Agreement. Provided that Recipient has complied with the notice provisions, it may disclose such Confidential Information as it has determined to be legally required to such court or other legally constituted authority without liability hereunder and without any further duty.

e. Right to audit. You shall have the limited right, at your sole expense, during regular business hours and upon reasonable notice, to audit FNC on a periodic basis to ensure compliance with this Agreement, including but not limited to the Gramm-Leach-Bliley Act and related regulations (and FNC’s Information Security Program). This right shall also include the same audit rights for your prudential regulator – the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, and the Office of the Comptroller of the Currency along with the Consumer Financial Protection Bureau (where appropriate).

FNC’s hosting facility, where it maintains all production facilities for the FNC Services, is audited on at least an annual basis; the results of that audit are reported according to the SSAE 16 standards. A copy of that audit is available to you upon request on a confidential basis.

In addition, FNC’s Information Security Program meets or exceeds industry standard information security standards and practices.

Portions of your auditing activities are governed by FNC’s Information Security Program and by FNC’s then current System Management Documents (which are included in the System Management Documents Schedule to this Agreement). The FNC System Management Documents include

- FNC’s Security Overview for CMS Hosting
- FNC Collateral Management System Application and System Vulnerability Assessment Policy, and
- FNC Contingency Plan for FNC Hosted Applications

Any information observed or obtained during the course of such assessments or audits (along with any reports, analysis or summaries arising from the audit or assessment) shall be considered Confidential Information under this Agreement.

To the extent that any audit or assessment involves any shared equipment or facilities, where your application is not the sole application installed, no such audit, required disclosure or assessment shall include any activity that

might compromise the confidentiality of any third party information, including especially but not limited to, information belonging to other FNC clients.

f. Business Continuity.

FNC maintains a defined business continuity/disaster recovery plan for its hosted FNC Services applications. FNC's procedures provide for 'warm' disaster recovery and is not a 'hot' or mirrored' site. More information about the FNC's Contingency Plan for FNC Hosted Applications is found in a document of that name in the System Management Documents Schedule.

IV. Your Preferences

The Services are standard offerings with portions that you can configure. FNC may, in its sole discretion, change the Services from time to time, although FNC will attempt to provide you with reasonable notice before any such changes go into effect. Except if such changes by FNC are unacceptable to you in your good faith judgment, you may terminate this Agreement within 30 days thereafter without liability therefor by providing written notice of the unacceptable changes with specificity.

V. Your Account and Identification of Users

In connection with the Services, FNC will create an account for you. The account will detail all of your activities, including your transactions for billing purposes, and identify all of your authorized users.

- a. You will be responsible for identifying your authorized users and issuing credentials to them. You will give your users access to the Services through the issuance of usernames and passwords (or similar means of access) associated with you. Any authorized user is and will be obligated to maintain the confidential and proprietary nature of the Services and any other FNC process or service associated with it.
- b. You are responsible for maintaining the confidentiality of all of the information regarding your account, including, for example, your account number, user names, passwords or access tokens, as well as those of any other person or user associated by or with you (or under your ostensible authority).
- c. You understand that you are responsible for any charges, liabilities or claims arising from the use of your account, user name, password or access tokens, or those other user names, passwords or access tokens authorized by or associated with you. FNC will treat all uses of such as authorized until FNC receives written notification from you (by mail or e-mail) that unauthorized activity is occurring on your account. The notification will be effective when received by FNC, if on a normal business day, otherwise effective on the first business day that occurs thereafter.
- d. FNC may take action, however, in its sole discretion, upon notice that you (including, for example, any of your employees, contractors or invitees) or any of those who provide services to you have gained unauthorized or unlawful access to, or made any unauthorized or unlawful use of any FNC Port, the Services or any other medium or process within FNC's control, to deny access to the Services or the FNC Ports to you, to any such person or entity, or seek other remedies, especially to the extent that any such access or use may reflect badly on the reputation or credibility of the Services, any FNC Port or other medium or process.
- e. Data Breaches or other Unauthorized Activity.
  1. You shall notify FNC immediately with regard to any known or suspected unauthorized uses or users of your account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your or any other user name, password or access tokens.

2. FNC will promptly notify you in the event of any suspected or actual security breach or unauthorized access to your Services account.
3. In the event of a suspected or actual security breach or of other unauthorized activity, once you or FNC has been notified by the other under this section, both you and FNC agree to cooperate with each other to minimize any potential harm from the suspected or actual breach and to investigate to ascertain the nature and extent of any suspected or actual breach. To the extent that any additional measures are appropriate under the various data breach or other regulatory requirements, the parties agree to cooperate to comply with those requirements.

#### VI. System Requirements

You are required to provide all of the necessary hardware, software and telecommunication systems and processes to allow you to connect to and take advantage of the Services and to maintain the security and integrity of your activity using the Services.

You will need various common computer hardware, software, network and Internet components available to you and your users to use the Services (FNC can advise you on what you may need).

Finally, you may require various telecommunication connections and services to use the Services. You need to obtain and pay for any telecommunication services, and interchange fees and costs you may require (or, where necessary, you will promptly reimburse FNC for any such fees or costs). Examples of the likely telecommunication services or interchange services include, by way of example,

1. Broadband and networking services within your facilities and to your users
2. Any outbound telephone lines, such as for outbound fax transmissions
3. Any incoming telephone lines (including toll free lines), such as for inbound fax communications to or outbound connections from the data conversion center
4. Telecommunication connections between you and any and all hosting facilities
5. Any interchange fees or connection fees imposed by third parties (such as third party servicers—e.g. LPS MSP, Loan Origination Systems, third party networks or other third parties) for connections to or interchanges with that service, especially related to interchanges of your information

You shall solely be responsible for the quality and performance of all required telecommunication services with respect to the services provided under this Agreement. FNC shall not be responsible for any claim, injury or liability which may arise from the obtaining, maintaining or use of any telecommunication or interchange services.

#### VI. Pricing and Payment

You agree to pay all fees or charges to your account in accordance with the then current pricing schedule in effect at the time the transaction or activity occurs.

- a. **Payment.** FNC will bill you on a monthly basis the total amount of all fees due and you agree to pay all invoices within 30 days of the date of invoice. You also agree that if any sum is unpaid 60 days past the invoice date, you will pay FNC 1% interest per month on the unpaid funds until the invoice is paid in full. You also agree to pay all costs of collecting said funds due, including attorneys' fees and costs of any suit. If payment of undisputed fees is not received within 120 days of the date of invoice, FNC may, at its option, interrupt or terminate services provided under this Agreement to you, without liability therefor.
- b. **Billing Issues.** You must inform FNC in writing of any billing problems or discrepancies within 60 days after such charge first appears on your invoice. You may provide that notice to FNC by e-mail to the e-mail address

designated in this Agreement for such purpose. If you do not bring a dispute concerning a charge to FNC's attention within 60 days of receipt of the invoice first containing such charge, you shall be deemed to have waived your rights to dispute such problems or discrepancies.

#### VII. Warranties And Limitations Of Liability

YOU EXPRESSLY AGREE THAT BETWEEN YOU AND FNC, THE USE OF THE SERVICES (AS WELL AS, WITHOUT LIMITATION, FNC'S OTHER PROCESSES AND SERVICES, SOFTWARE, OR ANY OTHER MEDIUM OR PROCESS WITHIN FNC'S CONTROL), AND THE INTERNET, IS AT YOUR SOLE RISK. THE SERVICES, AND FNC'S OTHER PROCESSES AND SERVICES, AND ANY OTHER MEDIUM OR PROCESS WITHIN FNC'S CONTROL, THIRD-PARTY VIRUS CHECKING TECHNOLOGY AND THE INTERNET ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION, AND THEN ONLY TO THE EXTENT OF THAT EXCLUSION. FNC PROVIDES PORT SERVICES ON A COMMERCIALY REASONABLE BASIS.

FNC SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SERVICES OR THE INTERNET WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

IN NO EVENT SHALL FNC 'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH FNC WITH RESPECT TO THIS AGREEMENT) EXCEED MORE THAN THE TOTAL AMOUNT PAID BY YOU TO FNC WITHIN THE MOST RECENT 6 CALENDAR MONTH PERIOD (COUNTING BACKWARDS FROM THE TIME OF THE FILING OF ANY COMPLAINT). IN NO CASE SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF DATA OR INFORMATION OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ANY FNC SERVICE OR ANY OTHER MEDIUM OR PROCESS WITHIN FNC'S CONTROL OR THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREIN -- WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. TO THE EXTENT THAT A STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, AS TO THAT STATE OR JURISDICTION LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

#### VIII. Term and Termination

The term of this Agreement shall commence upon the date of the execution of this Agreement, and shall continue in full force and effect for a period of 1 year, unless properly terminated by the parties. It shall automatically renew for successive 1 year periods thereafter unless either party gives the other 120 days advance written notice of its intent to terminate.

Either party may terminate this Agreement upon written notice in the event that the other party is in violation of the provisions regarding Section II, License to Use; Proprietary Rights; Section III Confidential Information and Protection of Information, or Section V, Your Account and Identification of Users, in this Agreement.

In addition to other relief, either you or FNC may terminate this Agreement if the other party breaches any material provision in this Agreement and fails within 30 days after receipt of written notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion.

Either party shall also be in default if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver or trustee is appointed or a petition in liquidation or bankruptcy is filed with respect to the party and is not dismissed within 30 days.

Termination by Regulatory Action. You may also terminate this Agreement upon reasonable notice and without penalty if your prudential regulator (including for example, the Office of the Comptroller of the Currency—OCC) or any other regulatory body or governmental entity with regulatory authority over you formally directs you to do so.

Termination shall have no effect on either party's rights or obligations regarding Confidential Information, Proprietary Rights or Injunctive Relief, which rights or obligations shall survive the termination of this Agreement.

#### IX. Service Standards

FNC operates the FNC Services according to certain service level standards, which are covered in detail in its Service Level Standards Schedule. The FNC Services shall conform to those service level standards throughout the term of this Agreement. Some of those service level standards include:

- a. System Availability. The Services will be available 99.0% of the time 24 hours per day, 7 days per week and 365 days per year except for planned maintenance periods
- b. Maintenance and Support. FNC will provide you with telephone support on every legal banking day in the United States Monday through Friday from 7:00 a.m. CT to 7:00 p.m. CT. FNC does not provide support on legal holidays, and days that the Federal Reserve is closed (Saturdays, Sundays, or other holidays). Support is available either by telephone at 888-963-3330 or by email at support@fncinc.com.

#### X. Subcontractors

In providing the FNC Services, FNC engages certain subcontractors to perform some of the services, including for example, FNC's hosting facility. With respect to its subcontractors, FNC shall be responsible for their acts or omissions with respect to the provision of services under this Agreement. You will have the opportunity to review FNC's subcontractors prior to receiving any of the FNC Services under this Agreement.

In the event that FNC engages an offshore subcontractor, you have the right to approve or disapprove of the use that that subcontractor with respect to the services that FNC provides to you.

FNC shall require each of its subcontractors to maintain the confidentiality of all Confidential Information, which includes adherence to FNC's Information Security Program.

#### XI. Miscellaneous Terms and Conditions

- a. Force Majeure. Neither you nor FNC shall be liable to the other party for failure or delay in the performance of any of the obligations under this Agreement for the time and to the extent such failure or delay is caused by reason of acts of God or other cause beyond either your or FNC's reasonable control, including any act of government, riot, war, interruption of transportation, strike or other labor trouble, shortage of labor, fire, storm, flood, earthquake or similar event or occurrence.
- b. Non-Assignable. With the exception of an assignment to your parent companies, affiliates and subsidiaries, neither this Agreement nor any right or obligation hereunder or interest herein may be transferred or assigned by you without prior written consent of FNC, which consent may be withheld within FNC's sole and absolute discretion. This Agreement shall inure to the benefit of and be binding upon each party's permitted successors and assigns.
- c. Relationship Of The Parties. Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between you and FNC. Neither party is by virtue of this Agreement authorized as an agent or legal representative of the other party. Neither you nor FNC is granted any right or authority to assume or to

create any obligation or responsibility, express or implied, on behalf of or in the name of the other or to bind the other in any manner.

d. Severability and Choice of Law, Etc. This Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Mississippi applicable to contracts wholly executed and wholly to be performed therein. All claims arising out of our related to this Agreement shall be litigated or conducted exclusively in the federal or state courts of Lafayette County, State of Mississippi.

e. Remedies. No remedy available to FNC under this Agreement or relating to it shall be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except by a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

1. Arbitration and Provisional Relief.

a. Arbitration.

The parties agree to submit any and all claims, demands, disputes, controversies or causes of action to binding arbitration administered by the American Arbitration Association in accordance with its commercial rules then in effect, except as otherwise stated herein, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the Federal Arbitration Act and, to the extent state law applies, by the laws of the State of Mississippi. Any such claims, demands, disputes, controversies or causes of action shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claims, demands, disputes, controversies or causes of action of any other party. The arbitration shall be conducted exclusively in Lafayette County, State of Mississippi before a single arbitrator chosen by the parties. If the parties cannot agree on an arbitrator within 5 days of exchanging names of arbitrators, then an arbitrator will be appointed according to the rules of the American Arbitration Association. The expense of the arbitration shall be borne by the parties in accordance with the award of the arbitrator. The decision of the arbitrator shall be in writing setting forth the findings of facts and law, and reasons supporting the decision. Any decision must be supported by the governing law.

b. Interim Relief.

Notwithstanding any other provision of this Agreement, either party may, without inconsistency with this arbitration provision, seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved.

Because of the unique and proprietary nature of the Services, the FNC Ports and other products, services and processes belonging to FNC, it is understood and agreed that FNC's remedies at law for a breach by you of your obligations under the Section II Right to Use; Proprietary Rights; Section III Confidential Information, Protection of Information and Section IV Your Account and Identification of Users may be inadequate and that FNC shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation injunctive relief and specific performance) in addition to all other remedies provided under this Agreement or available to FNC at law or otherwise.

In like manner, because of the unique and proprietary nature of your Confidential Information, it is understood and agreed that your remedies at law for a breach by FNC of its obligations under Section III Confidential Information, Protection of Information may be inadequate and that you shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation injunctive relief and specific performance) in addition to all other remedies provided under this Agreement or available to you at law or otherwise.

f. Integration and Amendments. This Agreement constitutes the entire understanding and agreement between you and FNC with respect to the transactions contemplated herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged into this Agreement.

g. Post termination. Except as otherwise provided in this Agreement, the respective obligations of the parties shall cease on the date of termination or expiration of this Agreement. Notwithstanding the termination or expiration of this Agreement, the representations and warranties of the parties and obligations regarding confidentiality shall survive the termination of this Agreement. Upon the termination or expiration of this Agreement (and at the disclosing party's written request at any other time) each party shall return (or certify as destroyed) any confidential and proprietary information, or other property of the other party to such party, accompanied by any notes, documentation or other evidence of the Confidential Information.

However, FNC is not obligated to provide any information stored within the Services to you except by a separate engagement with FNC for its transition services as outlined in the Transition Schedule which forms part of this Agreement. Not all information stored within the Services is capable of being returned or returned in a manner that would be readable by you once separated from the Services.

h. Publicity and Use of Trademarks. FNC may disclose its relationship with you (which may include identifying you as a customer), but not disclose any specific details of that relationship. Otherwise, without your prior written consent, FNC will not use your name, logos, trademarks or trade names in any publicity releases, promotional material, advertising, or marketing materials.

i. Insurance. FNC agrees that during the term of this Agreement, FNC shall maintain reasonable insurance coverage in accordance with the FNC Insurance Schedule, a copy of which is available upon request,

j. Notices to parties. All notices or other communications required under this Agreement shall be in writing, delivered personally, by nationally recognized overnight courier or sent first class mail postage prepaid to you at your address of record at FNC and to FNC at its address shown below (or other address as the parties may designate from time to time). All notices, requests, demands or communications shall be deemed to have been given effective upon personal delivery, on the next day following deposit with a nationally recognized overnight courier, or 3 days following deposit in the U.S. mail in accordance with this paragraph.

FNC, Inc.  
1214 Office Park Drive  
Oxford, MS 38655  
(662) 236-2020  
Attention: General Counsel, [generalcounsel@fncinc.com](mailto:generalcounsel@fncinc.com)

Billing issues: Accounting Department  
[billing@lists.fncinc.com](mailto:billing@lists.fncinc.com)

Security issues FNC Information Security  
[fncirt@fncinc.com](mailto:fncirt@fncinc.com)

Security breaches. In the event of a security or data breach involving the Services, you will be notified via the contact information provided at the beginning of this Agreement (or other contact information you have provided

to FNC). FNC should be notified of suspected security breaches or unauthorized activity or use at [fnccirt@fncinc.com](mailto:fnccirt@fncinc.com).

k. Non-discrimination. FNC shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities, nor shall it discriminate against any individuals based on their race, color, religion, sex, or national origin. FNC shall take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

This Agreement includes the following documents, all of which are incorporated by reference (all of which are subject to change). The parties may add additional schedules from time to time by mutual agreement.

- FNC Services Agreement (CMS and Clean Room)
- FNC Clean Room Mortgage Loan File Profile Schedule
- FNC Clean Room Pricing Schedule
- CMS Pricing Schedule
- FNC Collateral DNA Schedule
- FNC Transition Plan Schedule
- FNC System Management Documents Schedule
- FNC Service Level Standards Schedule
- FNC Services Insurance Schedule
- FNC Rules and Regulations Schedule