

## SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is entered into between Subscriber and LandSafe, Inc. ("Company") effective as of the date below. Subscriber and Company agree as follows:

1. This Agreement covers the following services to be provided by the Company to Subscriber, together with such additional services as may be requested by the Subscriber and agreed to be furnished by the Company to Subscriber:
  - a. Flood
  - b. Appraisals
  - c. Inspection Services
  - d. ValueFinder
  - e. Title and Escrow Services
  - f. Credit services:
    - Residential Mortgage Credit Reports (RMCRs)
    - Merged Credit Reports
    - Merge Plus Credit Reports
    - Credit Bureau Update (CBU)
    - Income Tax Verification (ITV)
    - Social Security Check
  - g. Other (additional agreements as noted in the Company order process.)
2. Confirmation of creditworthiness. Subscriber understands that Company may, at its discretion, confirm Subscriber's creditworthiness by conducting a commercial credit search on the subscriber.
3. All Credit services and reports provided to the Subscriber are subject to the following conditions:
  - a. Subscriber is an entity who has permissible purpose to purchase credit reports in connection with credit applications and certifies that each request for a credit report is pursuant to a permissible purpose as defined by the Fair Credit Reporting Act (15 USC 1681b, and as amended)("FCRA"). Subscriber certifies that consumer reports, as defined by the Fair Credit Reporting Act ("FCRA"), will be ordered only when intended to be used as a factor in establishing a consumer's eligibility for new or continued credit, collection of an account, insurance, licensing, employment purposes, or otherwise in connection with a legitimate business transaction involving the consumer. Subscriber hereby confirms that it is not a private investigative service, a detective agency, a credit repair clinic or member of the media nor that it is obtaining the information from Company

for any marketing purpose.

- b. Subscriber agrees that all services and reports ordered and received by Subscriber under this Agreement shall be ordered, received and used in compliance with applicable federal, state and local laws, regulations and ordinances. Subscriber will maintain copies of all written authorizations relating to permissions granted to Subscriber by a consumer for Subscriber to obtain credit for a minimum of three (3) years from the date of inquiry.
- c. All reports, whether oral, written, or transmitted via the Internet/e-mail, will be kept strictly confidential. No information will be requested for the use of any other person except with the written permission of the Company. Subscriber will put into place, and maintain during the term of this Agreement, procedures to ensure the security of transmissions via the Internet of consumer credit reports and access to such reports at Subscriber's location(s).
- d. Any equipment, software or manuals provided to Subscriber by the Company shall be returned to the Company upon termination of this Agreement. Such equipment and software shall be used only in connection with this Agreement.
- e. This Agreement covers all locations of Subscriber located within the United States. This Agreement covers Subscriber's requests for credit reports ordered through whatever means are available to Subscriber, including, but not limited to, telephone, writing and Internet. Subscriber agrees that the provisions of this Agreement apply to all services and reports however delivered to Subscriber by Company.
- f. Subscriber agrees to hold the Company and its affiliated companies, and their officers, agents, employees and independent contractors harmless on account of any expense or damage resulting from (a) the publishing by Subscriber, or its employees or agents, of report information contrary to these conditions or (b) the improper and/or illegal use of information.
- g. Subscriber understands that the Company obtains underlying data for its reports from the three national repositories ("repositories") and cannot be an insurer of the accuracy of

the information provided to Subscriber under this Agreement. Subscriber understands and agrees that the accuracy of any information provided is not guaranteed by the Company. Subscriber releases the Company and its affiliated companies and their officers, agents, employees and independent contractors from liability for any negligence in connection with the preparation of such reports and from any loss or expense suffered by Subscriber resulting directly or indirectly from the Company's reports or those of its affiliated companies. Subscriber releases the Company and its affiliated companies and their officers, agent, employees and independent contractors from any liability for negligence in connection with the preparation of reports and from any loss or expense suffered by Subscriber as a result of any intentional or unintentional failure to disclose all relevant personal, public record and credit history information by Subscriber, its officers, agents, employees, independent contractors or the consumer.

- h. Company will process credit reports Subscriber purchases during the term hereof with credit scores, unless a written request has been furnished by Subscriber indicating that credit reports are to be furnished with out credit scores. Company will identify on the credit reports the source of the score and the type of score model used.
  1. A statistical credit score evaluates the credit history on an individual consumer in a given bureau's data base and provides a score which rank orders the consumer with respect to likely credit performance.
  2. The organizations that have created the credit scores have warranted that these scores are empirically derived and statistically sound and that no scoring algorithm used to create these scores uses a "prohibited basis" as each of these terms have been defined in the Equal Credit Opportunity Act and Regulation B ("Reg B"). Credit scores appear on a credit report for convenience only, but are not a part of the credit report, nor do they add to the information in the report on which it is based. In addition to the score, the Company will provide up to four (4) factors from the credit

report which most significantly influenced the score.

3. Subscriber recognizes that factors other than credit scores must be considered in making a mortgage credit decision, including the credit report, the individual credit application and economic factors. The factors that are provided by the Company as significantly contributing to the score may be disclosed to consumers as the reason for taking adverse action, as required by Reg. B. However, unless the Subscriber receives written approval from the companies which provide the scores, the score itself shall be considered to be proprietary, and may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants.

i. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRESTENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH. Subscriber will ensure that all employees of Subscriber are made aware of the possible penalties for violation of the FCRA.

j. With respect to the CBU product, Subscriber acknowledges that the cost to Subscriber from Company may not be charged, either directly or indirectly, to a consumer. Subscriber agrees to absorb such cost itself and will not, either directly or indirectly, include it in its costs to consumers.

4. Quality of Services. Company represents and warrants that the Services provided by it shall be (a) performed in accordance with prevailing reasonable commercial standards and in a workmanlike manner, (b) performed in compliance with all applicable federal and state laws, regulations, ordinances, codes, and requirements, (c) performed in accordance with Company's written requirements, including, but not limited to, Company's business processes and technical requirements, and (d) performed in accordance with Customer requirements as determined by Customer and communicated to Company at any time and from time to time. Company will maintain, at its expense, sufficient telephone, facsimile and other transmission or data lines as are necessary to provide the response times provided in this Agreement (but Company has no responsibility to provide for telephone, facsimile, transmission or data lines on Customer, such being the sole responsibility of Customer.)

5. Term, Termination, Notice. This Agreement shall be effective as of the date first-written above and shall continue unless and until either party gives written notice to the other of their intention to terminate the Agreement. Such termination shall not be effective earlier than ninety (90) days from the date the notice is received

by the other party. Provided, however, that LandSafe may terminate immediately in the event of a breach by Customer. In the event that either party is (a) subject to a proceeding in bankruptcy, or (b) is ordered by a governmental agency with authority over it to terminate this Agreement, a party may give notice of termination which shall be effective upon the date specified in the notice. In the event that Customer fails to make two or more consecutive payments when due, LandSafe may cease providing the Services until such payments are brought current; provided, however, that LandSafe provide five (5) days written notice to Customer prior to ceasing such Services.

6. No action, regardless of form, arising out of the transactions occurring or contemplated under this Agreement, shall be brought by any party more than two (2) years after delivery of the service and/or report giving rise to such cause of action.
7. Subscriber may not assign its rights under this Agreement except with the prior written consent of the Company.
8. As compensation for the Services to be provided hereunder, Company shall receive the payments agreed by the parties hereto. Any payments due to Company hereunder shall include applicable sales, use or other similar taxes.

Subscriber shall pay Company promptly upon receipt of an invoice from Company for the services and reports provided. If payment has not been received within thirty (30) days from the date of invoice, amounts outstanding will accrue interest at a rate of 1.5% per month on the outstanding balance more than thirty (30) days past due. If necessary to employ an attorney to collect outstanding invoices, the Subscriber agrees to pay reasonable attorneys' fees and costs of suit.

9. Employees of Subscriber are forbidden to attempt to obtain reports on themselves, or any other person except as provided herein.
10. The parties are independent contractors and are not the employees, agents or partners of the other. Neither party has any ability to enter into any contracts or otherwise to legally bind the other. Each party shall determine, in its sole discretion, the manner in which its business is to be performed, provided that the Services provided by Company to Customer meet applicable regulatory guidelines and the provisions of this Agreement. Each party understands that there is no minimum number of orders or amount of compensation that has

been guaranteed in connection with this relationship.

11. Compliance with Privacy. Customer shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including, without limitation, the Gramm-Leach-Bliley Act ("GLB"). Customer shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in GLB) of Company which it holds, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information. Customer represents and warrants that it has implemented appropriate measures to meet the objectives of Section 501(b) of the GLB and of the applicable standards adopted pursuant thereto, as now or hereafter in effect. Upon request, Customer will provide evidence reasonably satisfactory to allow Company to confirm that the providing party has satisfied its obligations as required under this Section. Without limitation, this may include Company's review of audits, systems, security procedures, summaries of test results, and other equivalent evaluations of Customer.
12. Except for the Company's charges for its services, this Agreement states the entire understanding of the parties with respect to the subjects covered in this Agreement, supersedes all prior correspondence, documentation or representations and may not be amended except by written agreement signed by both.
13. Agreement to Arbitrate Claims. Upon written request by either party that is submitted according to the applicable rules for arbitration, any claim, demand or cause of action, which arises out of or is related to this Agreement, (collectively "Claims"), shall be resolved by binding arbitration in the County of Collin, Texas, in accordance with (i) the Federal Arbitration Act; (ii) the Code of Procedure ("Code") of the National Arbitration Forum ("Administrator" or "NAF") and (iii) this Agreement, which shall control any inconsistency between it and the Code. The decision of an arbitrator on any Claims submitted to arbitration shall follow applicable substantive law and be in writing setting

forth the findings of fact and law and the reasons supporting the decision. Such decision shall be final and binding upon the parties, subject to the right of appeal described below. Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement, including the provisions of this section. Either party shall have the right to appeal to the appropriate court any errors of law in the decision rendered by the arbitrator. After a demand for arbitration is made, each party may conduct a limited number of depositions (including the production of documents) by mutual agreement or as permitted by the arbitrator.

14. Electronic Acceptance: By choosing the Submit button you agree to the terms hereof and to pay for all services described above and ordered. I have read the above disclaimer and agree to pay all fees upon delivery.
  
15. ValueFinder Disclaimer: This report and the information contained herein have been derived from public record data. No representation or warranty expressed or implied is made as to the completeness or accuracy of the information contained herein. The subject and comparable properties have not been physically inspected, and this report expresses no opinion and no representation or warranty expressed or implied as to the physical condition of the subject and comparable properties is made nor may it be relied upon. This report may not meet the provisions of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act. By submitting this request to LandSafe Appraisal, you agree to pay the fee in effect at the time of this request or the fee stated in your service level agreement with LandSafe Appraisal. I have read and accepted the disclaimer.