

## ZIP® LICENSE AGREEMENT

READ THIS LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE DEPLOYING ZIP. ZIP IS INTENDED FOR USE BY CUSTOMERS OF CALYX TECHNOLOGY, INC., DBA CALYX SOFTWARE (CALYX), AND ANY DIVISION OR SUBSIDIARY OF CALYX.

THIS AGREEMENT, BETWEEN CALYX TECHNOLOGY, INC., DBA CALYX SOFTWARE (“CALYX”) AND SUBSCRIBER, STATES THE TERMS OF USE AND CONTAINS BINDING OBLIGATIONS AND RESTRICTIONS ON SUBSCRIBER’S USE OF ZIP, DISCLAIMERS, LIMITATIONS ON CALYX’S LIABILITY, INDEMNIFICATION OBLIGATIONS AND OTHER IMPORTANT TERMS.

CALYX LICENSES THE SOFTWARE TO SUBSCRIBER ONLY UPON THE CONDITION THAT SUBSCRIBER ACCEPTS ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. THE AGREEMENT IS EFFECITVE BETWEEN

SUBSCRIBER AND CALYX AS OF THE DATE OF ACCEPTANCE. BY CLICKING THE “I ACCEPT” BUTTON SUBSCRIBER AGREES AND UNDERSTANDS THIS AGREEMENT AND ACCEPTS ITS TERMS. USE OF ZIP BINDS SUBSCRIBER AND THE BUSINESS ENTITY YOU REPRESENT TO ALL LICENSE AND FINANCIAL REQUIREMENTS STATED IN THE TERMS OF THIS AGREEMENT.”

### DEFINITIONS

“**ZIP (ZIP)**” is a point-of-sale system that includes a consumer-facing digital mortgage experience and interfaces to various lenders and mortgage service providers.

“**SUBSCRIBER**” is the individual or entity that purchases or deploys ZIP, and who agrees to this AGREEMENT.

“**Digital Application**” is the data transmitted after the consumer(s) enter consumer data into ZIP and choose to submit this data to the SUBSCRIBER from ZIP.

### TERMS AND CONDITIONS

1. **USE OF ZIP.**
  - 1.1 **License.** Subject to the terms and conditions of this AGREEMENT, during the term of this AGREEMENT, CALYX grants SUBSCRIBER a non-exclusive, non-transferable license to use ZIP.
  - 1.2 **Responsibility for Use.** CALYX will provide SUBSCRIBER with login(s) and password(s) for the purpose of accessing and updating ZIP. SUBSCRIBER shall be responsible for all use of ZIP under SUBSCRIBER’s login(s) and password(s). SUBSCRIBER is solely responsible for maintaining the confidentiality of its login(s) and password(s). CALYX shall have no liability for any loss, claim, damage, or other liability that may arise from an unauthorized use of SUBSCRIBER’s login(s) and password(s).
  - 1.3 **CALYX Right to Change.** CALYX reserves the right to change ZIP, or any of its features or design elements at any time without prior notice.
  - 1.4 **CALYX Right to Discontinue ZIP.** CALYX reserves the right to discontinue ZIP with reasonable notice, not less than 120 days.
2. **LICENSE RESTRICTIONS.** CALYX reserves all rights in the use of ZIP not expressly granted to SUBSCRIBER in this AGREEMENT. SUBSCRIBER may not: (a) copy, modify, translate, adapt, or prepare derivative works of ZIP; or (b) transfer, sublicense, lease, lend, rent, or otherwise distribute

ZIP to any third party. SUBSCRIBER may not disassemble, decompile, or otherwise reverse engineer ZIP, in whole or in part, or otherwise attempt to derive source code or other trade secrets from CALYX, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.

3. **OWNERSHIP.** CALYX owns and retains all rights, title, and interest in and to ZIP (including, but not limited to, all proprietary design elements, technology, services, and software relating to or used in connection with ZIP), and any modifications thereto, including all worldwide patent rights, copyrights, trade names, trademarks, service marks, inventions, trade secrets, know-how, and any other intellectual property rights therein. SUBSCRIBER may not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on or within ZIP as delivered to SUBSCRIBER. The intellectual property rights in ZIP shall at all times remain the exclusive property of CALYX.
  
4. **FEES. SUBSCRIBER** shall pay CALYX the following fees on a monthly basis through credit card or ACH, as designated by the SUBSCRIBER through the ZIP order process.
  - 4.1 Digital Application Fee. SUBSCRIBER authorizes Calyx to charge the agreed-upon monthly fee per user or transaction fee per digital application sourced via ZIP during the preceding month, whether submitted by a borrower through the SUBSCRIBER's ZIP URL or explicitly invited by the SUBSCRIBER through ZIP.
  - 4.2 CALYX Right to Change Fees. CALYX reserves the right to change the Fees. CALYX will make reasonable efforts to announce any pricing changes via the email address provided to CALYX by SUBSCRIBER.
  - 4.3 Nonpayment by SUBSCRIBER. CALYX reserves the right to suspend or terminate access to ZIP, if the SUBSCRIBER's account becomes thirty (30) days past due for reasons, including, but not limited to, declined credit card charge or lapsed credit card expiration date. Refer to Section 5.4 below for CALYX's reactivation policy.
  - 4.4 Payment Obligations. SUBSCRIBER shall remain obligated to pay for all outstanding License Fees and Digital Application Fees through the date of suspension or termination. Suspension or termination of ZIP shall not relieve SUBSCRIBER of the obligation to pay any fees due and outstanding. No fees will be refunded in the event SUBSCRIBER's ZIP is suspended or terminated.
  
5. **TERM AND TERMINATION.**
  - 5.1 **Term.** This AGREEMENT is effective upon SUBSCRIBER's completion of Zip account set up and shall remain in full force until either party provides written notice to the other of its intent to terminate this agreement.
  - 5.2 **Termination for Breach.** If SUBSCRIBER breaches any of the terms or conditions set forth in this AGREEMENT, CALYX reserves the right to terminate this AGREEMENT.
  - 5.3 **Termination for Nonpayment.** CALYX reserves the right to terminate this AGREEMENT if SUBSCRIBER's account becomes thirty (30) days past due for reasons, including, but not limited to, declined credit card charge, or lapsed credit card expiration date.
  - 5.4 **Reactivation of ZIP.** Upon the payment of applicable fees, CALYX may permit a SUBSCRIBER to reactivate ZIP.
  
6. **AVAILABILITY.** ZIP is accessible twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, required repairs, and except for any loss or interruption of service due to causes beyond the control of CALYX and not reasonably foreseeable, including, but not limited to, interruption or failure of telecommunication or digital transmission links, Internet slowdowns or failures, and unforeseen hardware or communications problems.

7. **REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.** SUBSCRIBER represents and warrants to CALYX that the statements contained in this Section 8 are correct and complete as of the date of this AGREEMENT and will be correct and complete through the term of this AGREEMENT. SUBSCRIBER represents and warrants that: (1) this AGREEMENT constitutes SUBSCRIBER's legal, valid and binding obligation, enforceable against SUBSCRIBER in accordance with its terms; (2) SUBSCRIBER has the power and authority to enter into this AGREEMENT and perform the obligations hereunder and that the person executing or accepting this AGREEMENT (electronically or otherwise) on behalf of SUBSCRIBER is empowered to do so; (3) neither the execution or acceptance of this AGREEMENT nor the performance by SUBSCRIBER of its obligations hereunder conflicts with or violates any other AGREEMENT to which SUBSCRIBER is currently a party, or any provision of law, rule or regulation to which SUBSCRIBER is subject.
8. **IMPLEMENTATION.** Calyx will assist SUBSCRIBER in deployment of ZIP; however, SUBSCRIBER will be solely responsible for the implementation and maintenance of ZIP. SUBSCRIBER is solely responsible for providing its customers with any required disclosures, explanation of its services or products, and handling its own customers' inquiries or complaints arising from ZIP or its services or products.
9. **SUBSCRIBER SECURITY. SUBSCRIBER** is solely responsible for ensuring that SUBSCRIBER's information within ZIP is in compliance with all local, state, federal or international laws, including, but not limited to, all privacy laws, and federal or state mortgage compliance laws when utilizing ZIP. CALYX shall not be held liable for any claims relating to SUBSCRIBER's failure to comply with any such laws. SUBSCRIBER shall maintain the security of all credit card information or payment information received through ZIP. CALYX will have no liability for any disclosure, unauthorized receipt, or use of any information relating to a customer credit card received or transmitted through ZIP.
10. **CONTENT/PROHIBITED ACTIVITIES.**
  - 10.1 **SUBSCRIBER Responsibility.** SUBSCRIBER agrees and acknowledges that SUBSCRIBER is solely responsible for its actions, its use of ZIP, including, but not limited to, any Content (as defined below) including information the SUBSCRIBER transmits while using ZIP.
  - 10.2 **Content Restrictions.** SUBSCRIBER is solely and fully responsible for the content, information, data, materials, products and services appearing within ZIP and for all other content, information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services, and other material whether publicly posted or privately transmitted using ZIP ("Content"). CALYX does not review SUBSCRIBER's information or content. However, CALYX has the right, but not the duty, in its sole discretion, and without prior notice, to refuse or remove any Content that CALYX finds objectionable or unacceptable for any reason, and may suspend access to or terminate ZIP for any violation of the terms or conditions of this AGREEMENT, or if SUBSCRIBER Content or domain name results in, or is the subject of, legal or threatened legal action (regardless of whether or not such legal action or threatened legal action are eventually determined to be with or without merit). CALYX shall also have the right in its sole discretion to suspend or terminate ZIP at such time as CALYX receives what reasonably appears to be an authentic notification from a court or tribunal of competent jurisdiction.
  - 10.3 **Specific Content Restrictions and Prohibited Activities.** SUBSCRIBER understands and agrees that the activities contained in this Section 11.3 are prohibited under the terms of this AGREEMENT. SUBSCRIBER understands that the following is a nonexclusive list of the activities prohibited under the terms of this AGREEMENT:
    - 10.3.1 Uploading, posting or transmitting of any content on or through ZIP that is unlawful, harmful, threatening, abusive, harassing, defamatory, indecent, profane, hateful;

- racially, ethnically or otherwise objectionable; or violates privacy, publicity or other personal rights of others;
- 10.3.2 Uploading, posting or transmitting of any Content that violates, infringes or misappropriates the intellectual property rights of others, including patents, trademarks, service marks, trade secrets, copyrights or other proprietary rights of any party;
  - 10.3.3 Uploading, posting or transmitting of any content that SUBSCRIBER does not have a right to upload, post, or transmit under any law or under contractual, fiduciary or personal relationships, including, but not limited to, certain confidential or proprietary information;
  - 10.3.4 Using ZIP to create, upload, post or transmit any viruses, worms, or Trojan horses; or for flooding, mail bombing, or denial of service attacks; or transmitting any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and
  - 10.3.5 Engaging in activities that disrupt the use of or interfere with the ability of others to effectively use ZIP.
- 10.4 **Bulk/Unsolicited E-mails.** CALYX prohibits the use of ZIP in any manner associated with the sending, transmission, distribution, or delivery or acceptance of any unsolicited bulk and/or unsolicited e-mails ("Spam"). SUBSCRIBER may not use ZIP to send Spam, nor may SUBSCRIBER use ZIP to deliver Spam or cause Spam to be delivered to ZIP. This prohibition extends to the sending of Spam from another service that in any way implicates the use of ZIP. SUBSCRIBER may not engage in the forgery of any headers or other manipulation of identifiers in order to disguise the origin of any message sent in connection with ZIP.
11. **DOMAIN NAME.** SUBSCRIBER can choose a domain name provided by CALYX, register a domain name with Register.com via CALYX, or register a domain name through a third-party service. If SUBSCRIBER chooses a domain name with CALYX, SUBSCRIBER understands that the domain name is licensed to CALYX and remains the property of CALYX. When SUBSCRIBER's ZIP is terminated, so too will any use of such domain name through CALYX. SUBSCRIBER acknowledges and agrees that CALYX may, upon termination of this AGREEMENT, elect, at its sole discretion, to disable and/or delete the domain name, sell the domain name, or otherwise make such domain name available to third parties. CALYX reserves the right to freeze any domain name as necessary to comply with any legal requirements or to avoid any liability.
12. **UNAUTHORIZED SERVER ACCESS.** SUBSCRIBER agrees it will not attempt to compromise the security of ZIP servers by any means, including, but not limited to, attempting to gain unauthorized access to restricted information on CALYX servers, or attempting to disable, cripple, or modify ZIP servers. SUBSCRIBER agrees that it will not attack or attempt to gain unauthorized access to the data, computers, accounts, systems or networks of others, or attempt to penetrate security measures of CALYX or other entities' systems ("hacking") or engage in any activity that might be used as a precursor to an attempted system penetration.
13. **COMMUNICATION.**
- 13.1 SUBSCRIBER understand and agree that ZIP may include certain communications from CALYX, such as administrative messages, renewal and billing notices, Service announcements, and notifications of operational updates, bug-fixes, or other changes that may affect or change ZIP's features offered by CALYX, and that CALYX reserves the right to send such communications via e-mail. Please note that SUBSCRIBER cannot opt out of such e-mails because these e-mails provide information critical for the operation of SUBSCRIBER's Website.

- 13.2 SUBSCRIBER HEREBY GRANTS CALYX EXPRESS WRITTEN PERMISSION TO E-MAIL SOLICITATIONS OR ADVERTISEMENTS, THUS SATISFYING ANY EXPRESS WRITTEN PERMISSION REQUIREMENT.
14. **CONFIDENTIALITY.** SUBSCRIBER agrees that ZIP contains proprietary information, including, but not limited to, trade secrets, know-how, design elements, technology, services, software, and confidential information that is the exclusive property of CALYX. During the period this AGREEMENT is in effect and at all times after its termination, unless SUBSCRIBER has obtained written consent from CALYX, SUBSCRIBER's and its employees and agents (a) may not use this information, except as necessary for the performance of this AGREEMENT, and (b) must maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose, or otherwise make this information available to any third party.
15. **DISCLAIMER OF WARRANTIES.** SUBSCRIBER UNDERSTANDS THAT THE INTERNET AND OTHER VARIOUS NETWORKING COMMUNICATION MEDIUMS ARE NOT SECURE, UNLESS EXPLICITLY SPECIFIED AS SUCH, AND MAY BE SUBJECT TO INTERCEPTION, UNAUTHORIZED INTRUSION, OR LOSS. CALYX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, CONCERNING THE DATA OR INFORMATION AVAILABLE THROUGH ZIP OR THE INTERNET, OR THE DISCLOSURE OF DATA OR INFORMATION DUE TO ERRORS IN TRANSMISSION, OR UNAUTHORIZED OR NEGLIGENT ACTS OF THIRD PARTIES. CALYX PROVIDES NO WARRANTY THAT ZIP WILL ALWAYS BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON ZIP IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT ZIP WILL MEET SUBSCRIBER'S REQUIREMENTS. CALYX DISCLAIMS ANY LIABILITY FOR ANY DATA OR INFORMATION THAT WILL BE TRANSFERRED EITHER TO OR FROM SUBSCRIBER OR SUBSCRIBER'S CUSTOMERS VIA ZIP. ZIP IS PROVIDED ON AN "AS IS" BASIS, AND CALYX DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL, OR WRITTEN), RELATING TO ZIP OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.
16. **LIMITATION OF LIABILITY.** IN NO EVENT WILL CALYX OR ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS OR AFFILIATES, BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, DATA, BUSINESS, OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ZIP, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT CALYX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CALYX SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE TO SUBSCRIBER ARISING OUT OF OR RELATED TO SUBSCRIBER'S USE OF OR INABILITY TO USE SUBSCRIBER'S ZIP, INCLUDING, BUT NOT LIMITED TO THE SUSPENSION OR TERMINATION OF ZIP. CALYX SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE TO SUBSCRIBER ARISING OUT OF ILLEGAL CONDUCT OF THIRD PARTIES, ABUSE BY HACKERS, OR SECURITY BREACHES IN CALYX'S OR SUBSCRIBER'S SYSTEMS. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SUBSCRIBER AGREES THAT CALYX'S TOTAL LIABILITY TO SUBSCRIBER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNT PAID TO CALYX BY **SUBSCRIBER** FOR

ZIP. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

17. **INDEMNIFICATION.**

17.1 SUBSCRIBER shall defend, indemnify, save and hold harmless CALYX from and against any and all damages, liabilities, losses, judgments, or settlements, including reasonable attorneys' fees, arising or resulting from any claims, demands, actions and other proceedings by any third party arising out of or relating to: (1) ZIP; (2) SUBSCRIBER's violation of any local, state, federal or international laws, or breach of this AGREEMENT; (3) any act or omission by SUBSCRIBER, agents or employees, or any services performed or agreed to be performed by SUBSCRIBER, its agents or employees to any third party; (4) this AGREEMENT; (5) SUBSCRIBER's collection, distribution, dissemination, sharing, use, or sale of information about its customers or consumers to any third-party without their permission (except as permitted by applicable law). This indemnification and hold harmless provision extend to all issues associated with SUBSCRIBER's account, including but not limited to, domain name selection and SUBSCRIBER's ZIP content.

17.2 CALYX agrees to defend, indemnify and hold SUBSCRIBER harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against SUBSCRIBER alleging that the intellectual property of CALYX infringes on the claimant's intellectual property, infringement of any copyright, trademark, service mark, trade secrets, right of privacy, or publicity, or any other third- party right.

The terms of this section shall survive the termination of this AGREEMENT for whatever reason.

18. **NONTRANSFERABLE.** ZIP, and this AGREEMENT provided by CALYX pursuant to this AGREEMENT, may not be transferred, assigned or distributed, in whole or in part, without the prior written consent of CALYX, which consent shall not be unreasonably withheld. Subject to the foregoing, this AGREEMENT shall be binding on and enforceable by the parties and their respective successors and permitted assigns.

19. **GOVERNING LAW.** This AGREEMENT will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles.

20. **ATTORNEYS' FEES/VENUE.** In the event of any litigation of any controversy or dispute arising out of or in connection with this AGREEMENT, its interpretation, its performance, or the like, or arising out of or in connection with ZIP, the prevailing party will be entitled to reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. The appropriate venue for any such legal action shall be exclusively the state and federal courts located in California.

21. **NOTICES.** All notices or approvals required or permitted under this AGREEMENT will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed to have been made five (5) days after the date sent. Notices to SUBSCRIBER will be sent to the address on file with CALYX. Notices to CALYX shall be sent to CALYX's headquarters listed on its website.

22. **NONEXCLUSIVE REMEDY.** Except as expressly set forth in this AGREEMENT, the exercise by either party of any of its remedies under this AGREEMENT will be without prejudice to its other remedies under this AGREEMENT or otherwise.

23. **WAIVER.** The failure by either party to enforce any provision of this AGREEMENT will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification, or amendment of any provision of this AGREEMENT will be effective only if in writing and signed by authorized representatives of both parties.
24. **SEVERABILITY.** If any provision of this AGREEMENT is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.
25. **ENTIRE AGREEMENT.** This AGREEMENT is the complete and exclusive understanding and AGREEMENT between the parties regarding its subject matter, and supersedes all proposals, understandings, or communications between the parties, oral or written, regarding its subject matter.
26. **HEADINGS:** The section headings contained in this AGREEMENT are inserted for convenience only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

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