

## ZENLY® LICENSE AGREEMENT

READ THIS LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE DEPLOYING ZENLY (“ZENLY”). 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 ZENLY, 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 EFFECTIVE 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 ZENLY BINDS USER AND THE BUSINESS ENTITY YOU REPRESENT TO ALL LICENSE AND FINANCIAL REQUIREMENTS STATED IN THE TERMS OF THIS AGREEMENT.”

### DEFINITIONS

“**ZENLY (ZENLY)**” is a loan origination 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 ZENLY, and who agrees to this AGREEMENT.

### TERMS AND CONDITIONS

#### 1. USE OF ZENLY.

- 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 ZENLY for the SUBSCRIBER's origination of mortgages.
- 1.1. Responsibility for Use. SUBSCRIBER shall be responsible for all use of ZENLY 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).
- 1.2. CALYX Right to Change. CALYX reserves the right to change ZENLY, or any of its features or design elements at any time without prior notice.
- 1.3. CALYX Right to Discontinue. CALYX reserves the right to discontinue ZENLY with reasonable notice, not less than 120 days.

2. **LICENSE RESTRICTIONS.** CALYX reserves all rights in the use of ZENLY not expressly granted to SUBSCRIBER in this AGREEMENT. SUBSCRIBER may not: (a) copy, modify, translate, adapt, or prepare derivative works of ZENLY; or (b) transfer, sublicense, lease, lend, rent, or otherwise distribute ZENLY to any third party. SUBSCRIBER may not disassemble, decompile, or otherwise reverse engineer ZENLY, 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 ZENLY (including, but not limited to, all proprietary design elements, technology, services, and software relating to or used in connection with ZENLY), 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 ZENLY as delivered to SUBSCRIBER. The intellectual property rights in ZENLY 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 ZENLY order process.
  - 4.1. License Fee. SUBSCRIBER authorizes CALYX to charge the agreed-upon monthly fee, if any, per seat ordered, regardless of whether the seats were actively used during the preceding month.
  - 4.2. Digital Application Fee. SUBSCRIBER authorizes Calyx to charge the agreed-upon monthly fee per user or transaction fee per digital application sourced via ZENLY during the preceding month, whether submitted by a borrower through the SUBSCRIBER's ZENLY URL or explicitly invited by the SUBSCRIBER through ZENLY.
  - 4.3. CALYX Right to Change Fees. CALYX reserves the right to change the License Fee and the Digital Application Fee. CALYX will make reasonable efforts to announce any pricing changes via the email address provided to CALYX by SUBSCRIBER.
  - 4.4. Nonpayment by SUBSCRIBER. CALYX reserves the right to suspend or terminate access to ZENLY, 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.
  - 4.5. 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 ZENLY shall not relieve SUBSCRIBER of the obligation to pay any fees due and outstanding. No fees will be refunded in the event SUBSCRIBER's ZENLY is suspended or terminated.

5. **TERM AND TERMINATION.**

- 5.1. Term. This AGREEMENT is effective upon SUBSCRIBER's completion of Zenly 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. Upon the payment of applicable fees, CALYX may permit a SUBSCRIBER to reactivate ZENLY.
  
6. **AVAILABILITY**. ZENLY 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 which are not reasonably foreseeable, including, but not limited to, interruption or failure of telecommunication or digital transmission links, Internet slow-downs 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 7 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 ZENLY deployment; however, SUBSCRIBER will be solely responsible for the implementation and maintenance. 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 ZENLY or its services or products.
  
9. **SUBSCRIBER'S SECURITY**. SUBSCRIBER is solely responsible for ensuring that SUBSCRIBER's information within ZENLY 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 ZENLY. 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 ZENLY. 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 ZENLY.
  
10. **CONTENT/PROHIBITED ACTIVITIES**

- 10.1. SUBSCRIBER Responsibility. SUBSCRIBER agrees and acknowledges that SUBSCRIBER is solely responsible for its actions, its use of ZENLY, including, but not limited to, any Content (as defined below) including information the SUBSCRIBER transmits while using ZENLY.
- 10.2. Content Restrictions. SUBSCRIBER is solely and fully responsible for the content, information, data, materials, products and services appearing within ZENLY 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 ZENLY ("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 ZENLY for any violation of the terms or conditions of this AGREEMENT, or if SUBSCRIBER's 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 ZENLY 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 10.3 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 ZENLY 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 ZENLY 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 engaging in activities that disrupt the use of or interfere with the ability of others to use ZENLY effectively.
  - 10.3.5 Bulk/Unsolicited E-mails. CALYX prohibits the use of ZENLY 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 ZENLY to send Spam, nor may SUBSCRIBER use ZENLY to deliver Spam or cause Spam to be delivered to ZENLY. This prohibition extends to the sending of Spam from another service that in any way implicates the use of ZENLY. 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 ZENLY.

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 ZENLY 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 ZENLY 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 ZENLY 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. **SUBSCRIBER COMMUNICATION.**
  - 13.1. SUBSCRIBER understands and agrees that ZENLY 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 ZENLY'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 EMAILSOLICITATIONS OR ADVERTISEMENTS, THUS SATISFYING ANY EXPRESS WRITTEN PERMISSION REQUIREMENT.
  
14. **CONFIDENTIALITY.** SUBSCRIBER agrees that ZENLY 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 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 ZENLY 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 ZENLY WILL ALWAYS BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT ANY

INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON ZENLY IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT ZENLY 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 ZENLY. ZENLY 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 ZENLY 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 ZENLY, 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 ZENLY, INCLUDING, BUT NOT LIMITED TO THE SUSPENSION OR TERMINATION OF ZENLY. 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 ZENLY.

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) ZENLY; (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 ZENLY 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.** ZENLY, 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 or in connection with ZENLY, 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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