

Alexa Angelucci

To: Pamela Fluette
Subject: TideMark Federal Credit Union Welcome to DataVerify

Welcome!

We would like to take this opportunity to welcome you to DataVerify as well as provide you with your executed contracts and information for assistance with your account.

1. All executed contracts.
2. If you have any questions or require any assistance, please do not hesitate to contact your sales representative Nick Koepke at 636-532-7466.
3. For Billing Support, Customer Service or Technical Support, please call 866-895-3282. Representatives are available M–F between 8 AM and 8 PM ET to assist you.

To help ensure that your account remains compliant, please notify us immediately if your company undergoes any billing or physical address changes and/or name or ownership changes. Any such changes can be reported to us via AccountSupport@cbcinnovis.com

Thank you again and we look forward to working with you.

Alexa Angelucci
Credentialing Specialist
CBC Companies
875 Greentree Road
Pittsburgh, PA 15220
(f) 866.758.5011



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BUSINESS INFORMATION SHEET

GENERAL INFORMATION

Organization Name: Tidemark FCU		DBA:
Type of Ownership: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner <input type="checkbox"/> Proprietorship <input type="checkbox"/> For Profit Corporation <input checked="" type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other (specify):		
Customer Number:	Contact Name: Bonnie Faris	Contact Phone: 302-629-0100 ext 131
Physical Location Address: 1941 Bridgeville Hwy		
City: Seaford	State: DE	ZIP Code: 19973
<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent	Landlord:	Landlord Phone #:
Website: www.tidemarkfcu.org	Type of License:	Email: bfarris@tidemarkfcu.org
Business Type: Financial Institution	Years in Business: 59	Avg. Monthly Volume: 15
Permissible Use: Fraud prevention on mortgage applications		
Does your company have any operations or agents outside the U.S. or territories that will be accessing DataVerify information?		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, please provide the location and explain who will have access:		

BILLING INFORMATION

Billing/Accounting Contact Name: Accounting Group		
<input type="checkbox"/> Check here if the billing address is the same as physical address information listed above.		
Billing Address: PO Box 1800		
City: Seaford	State: DE	ZIP Code: 19973
Phone #: 302-629-0100	Fax #: 302-629-2583	Email: accountinggroup@tidemarkfcu.org

PRINCIPAL INFORMATION

Principal Name :		
Address:		Phone:
City:	State:	ZIP Code:
Title or Position:	SSN:	DOB:

SIGNATURES

I certify that I am an authorized agent allowed to execute this Business Information Sheet and that the customer information listed in this form is true and correct to the best of my knowledge. By my signature below, I authorize the verification of such information and I consent to the company accessing my consumer credit report and obtaining a criminal background report.

Further, by my signature, I individually and personally guarantee payment of all fees and charges owed to DataVerify.

Printed Name: Pamela Fleurette	Title: CEO
Signature: 	Date: 9/11/2018



SERVICES AGREEMENT

THIS AGREEMENT, dated as of 9/11, 2018 (the "Effective Date") by and between Tidemark FCU, a DE corporation, with offices at 1941 Bridgeville Hwy, PO Box 1800, Seaford, DE 19973 ("Subscriber") and Automation Research, Inc. dba DataVerify®, an Ohio corporation with offices located at 250 East Broad Street, Columbus, Ohio 43215 ("DataVerify").

In consideration of the promises and mutual covenants hereinafter set forth, DataVerify and Subscriber agree as follows:

I. Scope of Agreement

- A. The DRIVE® software platform, training materials, user help guides, interface specifications, system demonstrations, risk mitigation tool reports, deliverables and product information developed by DataVerify is hereafter referred to as the "Services" for purposes of this Agreement.
- B. The Subscriber hereby acknowledges that (i) DataVerify exclusively owns all right, title and ownership interest throughout the world in and to the Services, which Services have intrinsic value, and (ii) DataVerify otherwise reserves all rights to the Services except those specifically granted to the Subscriber herein. DataVerify represents warrants and covenants to the Subscriber that (iii) it has the valid right, power and authority to license the Services and the data contained in the Services on the terms and conditions of this Agreement.
- C. Subscriber is solely responsible for the content and operation of Subscriber's own loan processes including all products or services Subscriber offers.
- D. Subscriber shall not advertise or otherwise publicize or disclose the fees charged by DataVerify to the Subscriber under this Agreement without DataVerify's prior written consent except to Subscriber's affiliates and those contractors and service providers who provide services related to the Services.
- E. DataVerify grants Subscriber access to use the Services, subject to the restrictions and limitations set forth below:
 - (i) **Generally.** DataVerify hereby grants to Subscriber and its affiliates a license to access and use the Services solely in the ordinary course of Subscriber's and its affiliates' businesses, subject to the restrictions set forth in this Agreement, in the ordinary course of Subscriber's and its affiliates' businesses. Subscriber represents and warrants that all of Subscriber's use of the Services shall be for only legitimate purposes relating to its and its affiliates' business and as otherwise governed by the Agreement. Subscriber shall not use the Services for marketing purposes, nor shall Subscriber use any information contained in the Services for a purpose not specified by Subscriber or otherwise authorized in this Agreement, or disclose any such information, or resell or broker the Services to any third party except as expressly permitted in this Agreement. The parties expressly permit the disclosure of the Automated Valuation Model Products to third parties for the purpose of meeting Subscriber's disclosure requirement pursuant to Consumer Financial Protection Bureau Regulation B, which implements the Equal Credit Opportunity Act (ECOA) concerning appraisals and other valuations. Subscriber may not use data to create a competing product. Subscriber shall comply with all laws, regulations and rules which govern the use of the Services and information provided therein.
 - (ii) **GLBA Data.** Some of the information provided to Subscriber through the Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act ("GLBA"), and is regulated by the GLBA ("GLBA Data"). Subscriber shall not obtain and/or use GLBA Data through the Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Subscriber agrees to use GLBA Data obtained through the Services solely as necessary to effect, administer, or enforce a transaction requested or authorized by the applicable consumer by verifying the identification information contained in applications for credit, employment, housing, or insurance and to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. Subscriber acknowledges and agrees that it may be required to certify its permissible use of GLBA Data at the time it requests information in connection with certain Services. In addition, Subscriber agrees it will recertify, in writing, its permissible uses of GLBA Data upon request by DataVerify. Subscriber certifies with respect to GLBA Data received through the Services that it has established and maintains appropriate measures designed to meet the objectives outlined in either the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (12 CFR Part 30) or the Federal Trade Commission Standards for Safeguarding Customer Information (16 CFR Part 314).
 - (iii) **DPPA Data.** Some Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Subscriber shall not

obtain and/or use DPPA Data through the Services in any manner that would violate the DPPA. Subscriber agrees to use such information solely in accordance with the permissible use during the normal course of business, to verify the accuracy of personal information submitted by the individual to the business and, if the submitted information is incorrect, to obtain correct information, but only for the purpose of preventing fraud by, or pursuing legal remedies against, the individual.

(iv) **Copyrighted Materials.** Subscriber shall not remove or obscure the copyright notice or other notices contained on materials accessed through the Services.

(v) **Fair Credit Reporting Act.** For the purposes of this Agreement, DataVerify shall not be considered a "consumer reporting agency," as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), and as such DataVerify does not issue "consumer reports," as that term is defined in the FCRA. Subscriber shall not take any "adverse action," as that term is defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Subscriber obtains from a source other than the Services.

(vi) **SSA Direct Verification.** SSA Direct verifies whether an applicant's social security number, name and date of birth match the Social Security Administration's ("SSA") Master File of SSN Holders and SSN Application System of Records ("SSA Records") for the specific purpose stated in the signed SSA Direct Consent form. Subscriber shall use the SSA Direct verification results only for the purpose stated in the Consent Form and shall make no further use or re-disclosure of the verification. Subscriber shall produce supporting documentation upon request for purpose of compliance review. Subscriber understands the information received from records maintained by the SSA is protected by Federal statutes and regulations, including 5 U.S.C. §552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any record concerning an individual from an Agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000.00. In cases where the SSA Direct verification results in a "no match", Subscriber will take the following actions before making any referrals to SSA Field Offices to determine the nature of the problem: (a) the Subscriber shall determine whether the data submitted for an SSA Direct verification matches the data in the Subscriber's records and (b) if the data in the Subscriber's records matches the data submitted to SSA, then the Subscriber shall re-contact the individual who is the subject of the request to verify the original data provided.

Subscriber acknowledges (i) that Section 1140 of the Social Security Act authorizes the SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized" by the SSA (42 U.S.C. §1320b-10(a)); (ii) it is specifically prohibited from using the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement for "identity verification"; (iii) it is specifically prohibited from advertising that SSN verification provides or serves as identity verification; (iv) that SSA has the right of access to all books and records associated with Subscriber's procurement, use and/or maintenance of the SSA information at any time; and (v) that there are requirements for safeguarding and reporting the loss of Personally Identifiable Information (PII) to the SSA which include the following information: (a) contact information, (b) a description of the loss, compromise, or potential compromise including the approximate time and location of the loss, (c) a description of safeguards used, (d) name of the SSA employee contacted, (e) whether the authorized user has contacted or been contacted by any external organizations, (f) whether the authorized user has filed any other reports, and (g) any other pertinent information

(vii) **Tax Services.** Subscriber may order tax verification services from DataVerify in which DataVerify will facilitate the return of reports containing federal tax return information ("Tax Services"). Subscriber hereby certifies to DataVerify that it has procedures and policies in place to validate the identities of all individuals authorized to submit and retrieve IRS transcripts on behalf of Subscriber, and to authenticate the identities of all individuals who are authorized in the future, including collecting their name, date of birth, address, social security number, email address and phone number. In accordance with IRS regulations, Subscriber agrees to provide to DataVerify in a separate document similar to the "Tax Attachment" attached hereto the name of the President, CEO or other officer or authorized agent acting on behalf of Subscriber, including that person's last four digits of their social security number, the Subscriber's primary business physical address and the Subscriber's employer identification number. Subscriber will not use, duplicate, reproduce, or share with others any Tax Services, for any purpose other than that which is related to the purpose of the transaction as intended by the consumer who is the subject of the transaction and who has provided an authorization (e.g., Form 4506-T). Notwithstanding, Subscriber may share the information with third parties who are participating in the same transaction involving the consumer as long as the consumer has consented. Subscriber and any third party that jointly uses the Tax Service must do so in compliance with the applicable provisions of the Fair Credit Reporting Act, the Financial Privacy Act, Gramm-Leach-Bliley Act and all other

applicable laws and regulations, both state and federal.

(viii) **Freddie Mac Exclusionary List.** The Freddie Mac Exclusionary List is the list compiled, maintained and distributed by Freddie Mac containing names of individuals or entities that have been excluded from participating in transactions or doing business, directly or indirectly, with Freddie Mac ("the List"). Subscriber certifies that it is an eligible Freddie Mac Seller/Servicer and Subscriber will promptly notify DataVerify if its Freddie Mac eligibility is terminated. Subscriber may use the List solely in connection with the determination that no person or entity on the List has participated either directly or indirectly, as a principal or provider of services (as defined in the Freddie Mac Seller/Servicer guide) in the connection with the origination of a mortgage loan eligible and intended for sale to Freddie Mac or in connection with servicing of a loan owned by Freddie Mac. The Subscriber is prohibited from using, representing or disclosing the List or information from the List for any other purpose. Subscriber acknowledges that the services and information rendered in connection with the List are provided solely for use in association with a mortgage loan eligible and intended for sale to Freddie Mac or a mortgage loan owned by Freddie Mac and being serviced by the Freddie Mac Seller/Servicer. Subscriber agrees to maintain the confidential nature of the information on the Exclusionary List. By accessing or using the Exclusionary List, Subscriber agrees to indemnify Freddie Mac and DataVerify for any loss, damage or expense resulting from the user's failure to maintain the confidentiality of the information on the List.

(ix) **Automated Valuation Model Products.** Subscriber may order those particular Automated Valuation Model products (AVMs) as set forth on Exhibit A for Subscriber's business purpose. Subscriber acknowledges its obligation to provide credit applicants with a copy of all written valuations developed in connection with an application for credit that is to be secured by a first lien on a dwelling pursuant to 12 CFR §1002.14(a). If purchasing Freddie Mac's HVE® product, Subscriber agrees to abide by the terms and conditions set forth on Freddie Mac's End User Exhibit.

(x) **DataVerify Validation Services™.** The DataVerify Validation Services permits Government Sponsored Entities ("GSE") to reissue copies of certain verification services from DataVerify. Subscriber grants authority for GSE to view copies of employment, income, and IRS income, deposit and asset information and similar information originally requested by Subscriber. DataVerify will provide Subscriber with a unique DataVerify report identifier ("DV Pin Code") that will be transmitted by Subscriber to GSE. The GSE will transmit the DV Pin Code to DataVerify and DataVerify will provide to GSE the DataVerify report that is associated with that DV Pin Code. Subscriber will be charged for each order placed by the GSE associated with the DataVerify Validation Services. Copies of each report associated with DataVerify Validation Services will be available for up to 180 days after the original verification was completed and Subscriber agrees to pay \$1.00 per product ordered.

- F. Subscriber acknowledges that the information available through the Services includes personally identifiable information, including without limitation, the information described in Sections E. (ii), (iii), (iv), (vi), (vii) and (viii) hereof and it is Subscriber's obligation to keep all such accessed information secure. Accordingly, Subscriber shall (a); restrict access to Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the Services for personal reasons, or (ii) not transfer any information received through the Services to any party except as permitted hereunder; (c) immediately notify DataVerify to deactivate the user identification number of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (d) unless otherwise agreed, keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (e) take all commercially reasonable measures to prevent unauthorized access to, or use of, the Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Services as it is being disposed; (g) be capable of receiving the Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by DataVerify; and (h) not access and/or use the Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by DataVerify.
- G. **DEATHMASTER SERVICES.** Subscriber acknowledges that the Services may also contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 and consistent with its applicable FCRA or GLB use of such information, Subscriber certifies that its use of deceased flags or other indicia within the Services are restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Subscriber has systems, facilities, and procedures in place to safeguard DMF information, and experience in maintaining the confidentiality, security, and appropriate use of accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986. Subscriber agrees to satisfy the requirements of such section

6103(p)(4) as if such section applied to Subscriber. Subscriber shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law. Subscriber also certifies that the Subscriber will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Services. Subscriber agrees to the Additional Death Master File Terms regarding penalties, indemnification and hold harmless, and liability as described at <https://www.dataverify.com/content/deathmaster.pdf>.

- H. UNDER NO CIRCUMSTANCES WILL SUBSCRIBER USE THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AS THE BASIS FOR TESTIMONY AS A WITNESS IN LITIGATION NOR OFFER THE SERVICES, IN WHOLE OR IN PART, IN EVIDENCE, UNLESS COMPELLED BY COURT ORDER. IN THE EVENT SUBSCRIBER IS COMPELLED TO DISCLOSE THE SERVICES IN A COURT PROCEEDING OR OTHERWISE, SUBSCRIBER SHALL PROVIDE PROMPT NOTICE TO DATAVERIFY.

II. Fees

- A. Subscriber agrees to pay to DataVerify fees based upon actual usage of the Services as provided in Exhibit A attached hereto and incorporated herein by reference.
- B. Subscriber shall also pay all taxes, duties or charges of any kind imposed by any federal, state, or local governmental entity for Services, service, or both, provided under this Agreement. However, Subscriber shall not be responsible for taxes imposed upon DataVerify by any federal, state or local authority against the income of DataVerify. Notwithstanding the forgoing, if Subscriber utilizes an XML interface or similar technology to access the Services, and DataVerify is charged an interface fee to facilitate such integration of the Service, Subscriber agrees to reimburse DataVerify the actual charges paid by DataVerify for the integration. In addition, DataVerify may charge Subscriber a technology fee to support and/or modify the interface connection between Subscriber and the interface platform and/or a license fee related to any Single Sign On (SSO) protocol, which amounts will be included in the monthly invoices sent to Subscriber.
- C. DataVerify shall provide invoices to Subscriber and Subscriber shall pay such invoices within thirty (30) days of the invoice date. Without limiting any of DataVerify's remedies for non payment or late payment of invoices, invoices which are not paid within sixty (60) days of the invoice date shall be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees.
- D. DataVerify will make every effort to maintain price stability, but in the event of increasing data provider costs, DataVerify reserves the right to raise user fees and/or change the usage activity parameters as provided in Exhibit A of this Agreement. DataVerify will provide written notice of applicable price changes to Subscriber within a reasonable timeframe.

III. Representations and Warranties

This Section on limitation of liability, indemnification, limitation of warranties and limited warranties allocate the risks of this Agreement between DataVerify and Subscriber.

- A. Performance. DataVerify will use reasonable efforts to deliver the Services requested by Subscriber and to compile reliable and accurate information gathered from selected public records and other sources used in the provision of the Services; provided, however, that the Subscriber accepts all information "AS IS." Subscriber acknowledges and agrees that DataVerify obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Subscriber shall not rely on DataVerify for the accuracy or completeness of information supplied through the Services. IN NO EVENT SHALL DATAVERIFY BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR INJURY TO SUBSCRIBER ARISING OUT OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY SUBSCRIBER REGARDLESS OF THE THEORY UPON WHICH SUCH DAMAGES ARE BASED AND EVEN IF DATAVERIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

DataVerify reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of the Services.

- B. Warranties/Limitation of Liability. Except as otherwise provided in this Agreement, DataVerify does not make and hereby disclaims any warranty, express or implied, with respect to the Services provided hereunder; provided, however, that DataVerify does hereby warrant that DataVerify has complied, and will continue to comply, with all applicable laws, regulations and third-party data provider contracts in providing the Services. DataVerify does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Services or information provided therein. In no event shall DataVerify be liable for any indirect, incidental, or consequential damages, however arising, incurred by Subscriber from receipt or use of information delivered hereunder or the unavailability thereof.
- C. DataVerify makes no representations or warranties as to the Services will be available or error free.
- D. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR STATUTORY DAMAGES RELATED TO ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT, EVEN IF A PARTY IS INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE.
- E. DATAVERIFY'S LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID PLUS THE AMOUNTS OWING TO DATAVERIFY BY SUBSCRIBER UNDER THIS AGREEMENT. SUBSCRIBER'S LIABILITY TO DATAVERIFY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS THEN DUE AND OWING TO DATAVERIFY BY SUBSCRIBER UNDER THIS AGREEMENT.
- F. Subscriber represents and warrants that Subscriber has the right to disclose to DataVerify all information submitted via the Services to DataVerify by Subscriber hereunder, and Subscriber shall indemnify and hold DataVerify harmless for all expenses and damages arising out of third-party claims in connection Subscriber's breach of the foregoing representation and warranty.
- G. Subscriber represents and warrants that the use of the Services shall be limited to Subscriber's designated and authorized users, and Subscriber's users shall not use the Services for any illegal reason or any reason beyond Subscriber's or its affiliates' normal scope of business in accordance with this Agreement.

IV. Miscellaneous Provisions

- A. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
- B. Neither Party may assign this Agreement or any of the rights hereunder or delegate any of its obligations hereunder, without the prior written consent of the other Party, and any such attempted assignment shall be void, except that DataVerify or any permitted DataVerify assignee may assign any of its rights and obligations under this Agreement (including, without limitation, any individual Schedule or SOW) to any DataVerify affiliate, the surviving corporation with or into which DataVerify or such assignee may merge or consolidate or an entity to which DataVerify or such assignee transfers all, or substantially all, of its business and assets.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflicts of law principles thereof, and any action brought in relation to this Agreement shall be brought in a Federal or State court in Ohio. Subscriber and DataVerify hereby irrevocably consent to the jurisdiction of such courts, and both parties hereby waive any claim or defense that such forum is not convenient or proper. Each party hereby consents to service of process by any means authorized by Ohio law (other than by publication). Each party waives any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to this Agreement or otherwise relating to the relationship of the parties, whether in contract, tort or otherwise.
- D. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- E. This Agreement, including all exhibits to this Agreement, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral. The headings and captions are inserted for convenience of reference only and do not constitute a part of or modify any of the terms of this Agreement.
- F. Neither party will be liable for any failure or delay in performance under this Agreement to the extent due, in whole or in part, directly or indirectly, to fire, explosion, earthquake, storm, flood or other weather, unavailability of

necessary utilities or raw materials, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation, decree, regulation, ordinance, or instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement), and similar events beyond the reasonable control of such party. In the event of the happening of such a cause, the party whose performance is so affected will give prompt written notice to the other party, stating the period of time the same is expected to continue and use diligent efforts to overcome the problem and resume performance.

- G. With the exception of DataVerify's obligation to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to DataVerify through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.
- H. Subscriber shall, at its own expense, obtain and arrange for the maintenance in full force and effect of all governmental approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary or advisable for the performance of its obligations under this Agreement.
- I. All notices and other communications hereunder shall be deemed given if given in writing and delivered by hand, prepaid express or courier delivery service or mailed by registered or certified mail (return receipt requested), facsimile or postage fees prepaid, to the party to receive the same at the respective addresses set forth below (or at such other address as may from time to time be designated by such party in accordance with this Section IV(I)):

- (a) If to Subscriber:

PAMELA A. FLEMETTE, CEO
TIDEMARK FCU
PO Box 1800, Seaford, DE 19973

- (b) If to Automation Research, Inc.:

Automation Research, Inc.
ATTN: General Counsel
250 East Broad Street
Columbus, Ohio 43215

All such notices and communications hereunder shall for all purposes of this Agreement be treated as effective or having been given when actually received.

- J. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.
- K. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed by both parties. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- L. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of DataVerify's licensors, subcontractors and agents in connection with the Services.
- M. No failure or successive failures on the part of either party, its respective successors or permitted assigns, to enforce any covenant or agreement under this Agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its respective successors and permitted assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors or permitted assigns.
- N. All references in this Agreement to the singular shall include the plural where applicable. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- O. The references to "days" herein are to be calendar days unless expressly designated as "business days".
- P. Subscriber may not access, use or store the Services or information obtained from the Services from an Internet Protocol address located outside the United States and its territories such as Puerto Rico, Guam, and the Virgin Islands (the "Permitted Territory") without first obtaining DataVerify's written permission.
- Q. During the term of this Agreement, either party may audit the other party's policies, procedures, and records that pertain to this Agreement to ensure compliance with this Agreement, onsite or via documents requests, upon reasonable notice and during normal business hours.
- R. If Subscriber uses Single Sign On to access the Services, this section applies. Subscriber shall authenticate each of its representatives ("User") prior to gaining access to the Services using a Security Assertion Markup Language (SAML) Single Sign On (SSO) protocol. At the time Subscriber attempts to access DataVerify' DRIVE platform, Subscriber will identify and authenticate its User through the SSO process by employing commercially reasonable security practices accepted in the industry. After Subscriber has authenticated its User, it will securely transmit the User's credentials through SAML to DataVerify. Upon receiving the SAML transmission, DataVerify will authorize Subscriber to access its Services through DataVerify' web application upon verification.

V. Confidential Information / Trade Secrets

- A. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means, but is not limited to, any non-public information that a party reasonably considers to be confidential, proprietary, or a trade secret. Confidential Information shall not include information which: (i) as of or after the time of its disclosure, becomes part of the public domain through no fault of the receiving party; (ii) was rightfully known to or independently developed by the receiving party prior to the time of its disclosure; (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; (iv) was in the receiving party's possession before receipt from the disclosing party; (v) is disclosed by the receiving party with the disclosing party's prior written approval; and (vi) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt written notice and assistance prior to such disclosure so that the disclosing party may seek a protective order or other appropriate remedy to protect against disclosure.
- B. Subscriber acknowledges that the Services constitute Confidential Information and trade secrets of DataVerify. Subscriber agrees to keep all the Services confidential and shall not release any of the Services to any person who is not an employee of the Subscriber. Subscriber shall not, except to the extent permitted by law, disassemble, decompile, reverse engineer or otherwise attempt to derive source code from Services. Subscriber shall not remove, obscure or modify any copyright or other notices included in the Services.
- C. Each party agrees (i) to hold the other party's Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third party, and (iii) not to use the other party's Confidential Information for any purpose other than to further this Agreement. Each party may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know such information, but only to the extent necessary to carry out this Agreement. Each party agrees to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the disclosing party.
- D. Both parties shall comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and its implementing regulations ("GLB Act") and applicable state law, including Massachusetts Regulation 201 CMR 17.00. Neither party will use or disclose any nonpublic personal information ("NPPI") furnished to the other, except in accordance with the GLB Act or the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. and its implementing regulations ("FCRA"). Both parties must establish and maintain appropriate measures designed to meet the objectives outlined in applicable regulations establishing standards for the safety and soundness of consumer information. The parties must have written information security programs designed to ensure the security and confidentiality of NPPI, to protect against any anticipated threats or hazards to the security or integrity of NPPI and to protect against unauthorized access to or use of NPPI. Such controls include but are not limited to building and maintaining a secure network, protecting stored NPPI, and encrypting transmission of NPPI across open, public networks, maintaining a vulnerability management program, implementing strong access control measures, and regularly monitoring and testing networks (including third party quarterly vulnerability tests and annual penetration tests). Subscriber's security program must be compliant with recognized information security standards such as ISO

27001, SSAE 16 SOC 2 or SOC 3, or PCI DSS, and such program must be assessed annually by a qualified third party. Subscriber acknowledges that it has received a copy of the DataVerify Access Security Requirements at https://www.dataverify.com/pdfs/CBCInnovis_Access_Security_Requirements.pdf. Subscriber agrees to comply with such requirements, as may be modified from time to time.

- E. Notwithstanding the foregoing, Confidential Information will not include information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure; (iii) is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure; (iv) is information which the receiving party can document was independently developed by the receiving party without use of the disclosing party's Confidential Information; (v) is required to be disclosed by law, provided that the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure and to limit the scope of material disclosed; (vi) is disclosed with the prior written consent of the disclosing party; or (vii) is provided by DataVerify pursuant to this Agreement.
- F. Each party acknowledges that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information may cause irreparable harm and significant injury to the disclosing party, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek an immediate injunction enjoining any breach of this Section V, as well as the right to pursue any and all other rights and remedies available at law or in equity in the event of such a breach.
- G. A party shall notify the other party within 24 hours and agree to cooperate fully, in the event of any unauthorized access, any loss, or unauthorized disclosure of any Confidential Information, including without limitation, NPPI under the control of either party. Except as may be required by law, the parties agree to take no action with respect to notification of such unauthorized access to Confidential Information without the other party's express consent and according to specific instruction.
- H. The provisions of this Section V shall survive the termination of this Agreement.
- I. Upon termination of this Agreement by either party, the Subscriber hereunder shall remain accountable for all fees hereunder accumulated until the date of the termination.

VI. Term and Termination

- A. Unless otherwise stated in this Agreement, the term of this Agreement shall begin on the Effective Date and shall be in effect until terminated by either party. Either party may terminate this Agreement at any time for any reason.
- B. Upon the expiration or termination of this Agreement as set forth above, Subscriber shall pay DataVerify in full for all products actually delivered and services actually performed by DataVerify under this Agreement prior to the effective date of such expiration or termination.
- C. In the event one or more of the events described below should arise, either Subscriber or DataVerify may terminate this Agreement and to the extent that either party is able, will provide thirty (30) days written notice, or in any event as much notice as is reasonably possible to the other party.
 - (i) Government action in the form of enacted or pending legislation or adopted or pending regulations, consent decree or agency opinion which would impose additional tasks, costs, responsibilities or liabilities on either party's participation in permitted uses of the Services; or
 - (ii) The initiation, or serious and substantial threat or initiation of litigation or administrative enforcement against a third party pertaining to similar data used in a similar fashion to the permitted use under this Agreement; or
 - (iii) Substantial and sustained adverse reactions to the permitted use from responsible nationally recognized newspaper or other publications which reflects materially and adversely upon DataVerify; or
 - (iv) Events or developments substantially similar to those enumerated above in response to, or pertaining to concerns about consumer security, privacy or confidentiality.

This Services Agreement has been duly executed by the parties as of the Effective Date set forth above.

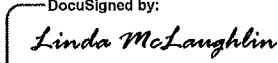
Subscriber: Tidemark FCU

Signature: 

Name: Pamela Fleurette
Please Print

Title: CEO

Automation Research, Inc. dba DataVerify

DocuSigned by:

Signature: EE717119C67746A...

Name: Linda McLaughlin
Please Print

Title: Credentialing Manager

Exhibit A
Pricing Schedule
for

- *The above fee does not include the IRS Processing Fee, which fee is subject to change by the IRS.
- ** The above fee does not include the SSA fee, which fee is subject to change by the SSA.
- *** The above fee does not include any third party fees applied, as applicable.

Exhibit B**System Security & Billing Contact Information**

Please provide us with the information of the individual you would like to receive an ID and have full security access to the system.

First Name	Bonnie
Last Name	Farris
Title	Director of Loan Operations
Phone Number	302-629-0100 ext 131
E-mail Address	bfarris@tidemarkfcu.org

Please provide us with the information of the individual you would like to receive the billing information and where you would like the bill sent to.

First Name	Accounting
Last Name	
Address	PO Box 1800
City, State	Seaford, DE
Zip Code	19973
Phone Number	302-629-0100
E-mail Address	accountinggroup@tidemarkfcu.org

Please provide us with the information of the individual you would like me to contact in your IT department.

First Name	Teresa
Last Name	Shea
Address	PO Box 1800
City, State	Seaford, DE
Zip Code	19973
Phone Number	302-629-0100
E-mail Address	IT@tidemarkfcu.org

**TAX SERVICES ATTACHMENT
FOR IRS VERIFICATION PROGRAM**

Please provide us with the below information for compliance with IRS Verification Requirements:

Company Legal Name	Tidemark Federal Credit Union
Physical Business Address	1941 Bridgeville Hwy, Seaford, DE 19973
Employer Identification Number	510097941
Name of Company Authorized Representative, President, or CEO	Pamela Fleurette
Last Four digits of social security number for above named person	3449



The following schedule represents the price that DataVerify offers to the Subscriber for each component of the DRIVE system with a minimum monthly usage of \$250. Usage billed from the date of the Agreement to the Start Date of the Ramp up Schedule will be billed as actual usage and will not be included in the monthly minimum dollar amount.

4506-T Tax Return Verification \$7.75 per order plus IRS Processing Fee of \$2.00 per tax year
Processing fee set by IRS and is subject to change

SSA Verify: \$3.00 per order plus SSA Processing fee of \$1.00 per order
Processing fee is set by SSA and is subject to change

Verbal Verification of Employment** \$22.00 per order
Additional Surcharge for Written Verifications (Employment or Income)** (\$27.00 total)
RUSH Fee \$7.50 per order

**Plus any third-party fees, if applicable

DRIVE System Configuration Includes:*

IDVerify	included
AppVerify (1003)	included
MERS	included
Total DRIVE Price Per Loan	\$ 15.00

*A Technology Fee of \$1.00 is assessed for each DRIVE report.

Additional Data Options:

IDVerify Data Options:

Borrower Property Ownership History	\$0.95 per borrower	Voter Registration	\$0.50 per borrower
Borrower Foreclosure History Search	\$0.95 per borrower	Relatives and Associates Report	\$2.95 per borrower
Credit Report Transaction Fee	\$0.25 per borrower	Liens and Judgments Search	\$0.95 per borrower
Credit Inquiry/Employer Search	\$0.85 per borrower	Driver's License Search	\$0.30 per borrower
Bankruptcy Search	\$0.35 per borrower		

AppVerify Data Options:

Consumer Accounts Reports	\$0.95 per borrower	Current Residence Owner Search	\$1.50 per borrower
Borrower Associated Business Search	\$0.50 per borrower	NMLS	\$0.95 per loan
SalaryVerify	\$0.95 per borrower		

PropertyVerify* Market History:

MLS Listing Report	\$2.95 per report	Property Listing Data	\$1.95 per report
Builder Permits	\$1.95 per report (on hits only)		

AVM Price Schedule:

PropertyVerify Value AVM	\$5.00	HVE* (Freddie Mac)	\$8.00	VeroValue (Veros™)	\$15.00
ValuePoint* 4 (VP4)	\$11.00	SiteX™ Value	\$11.00	RealInfo RealAssessment™	\$9.00
PASS*	\$11.00	Hansen ValueSure™	\$12.75		
RELAR AVM	\$11.00	RealInfo i-Val*	\$11.00		

Additional Watch List Option:

Politically Exposed Persons	\$0.25 (to run, watch list must be activated with the DRIVE configuration)
UCDP Check	\$2.00 per appraisal

Customer will not be charged for re-scores of the same loan within (90) ninety days from the date of the first score, unless additional data options are added.

Printed Name:

PAMELA A FLEUETTE

Authorized Signature

Date

Title:

CEO

Company:

TIDEMARK FOU

9-11-18