



Compliance. Quality. Efficiency.

Encompass® Agreements

Account Manager:
Created Date:
Valid Until:

Jon Del Pozo
4/25/2017
5/31/2017

This Order Form, as may be amended or supplemented from time to time ("Order Form"), which forms a part of the Encompass Success Based Pricing Agreement or the Encompass SaaS Agreement attached hereto (as applicable, the "Agreement"), is entered into by and between Ellie Mae, Inc., a Delaware corporation with principal offices at 4420 Rosewood Drive Suite 500, Pleasanton, CA 94588 ("Ellie Mae") and Sussex County Federal Credit Union aka Tidemark FCU ("Customer").

BILL TO:	SHIP TO:
Customer Name: Sussex County Federal Credit Union aka Tidemark FCU	Customer Name: Sussex County Federal Credit Union aka Tidemark FCU
Contact Name: Vince Setnar	Contact Name: Vince Setnar
Address: 1941 BRIDGEVILLE HIGHWAY SEAFORD DE 19973	Address: 1941 BRIDGEVILLE HIGHWAY SEAFORD DE 19973
Telephone: +1.302.629.0100	Telephone: +1.302.629.0100
Email: vsetnar@tidemarkfcu.org	Email: vsetnar@tidemarkfcu.org
Customer ID: 11175160	Customer ID: 11175160

Initial Term: 5 year(s) from the first Start Date for Encompass monthly fees set forth below (the "Billing Start Date")

Effective Date: Ellie Mae Signature Date

Products listed below with a blank Start Date and End Date will start on the Billing Start Date and continue for the duration of the Initial Term.

Recurring Products	Quantity	Start Date	End Date	Unit Price	Regular Price	Extended Price
Encompass Compliance Service Setup	1.00			USD 0.00	USD 0.00	USD 0.00
Docs Setup	1.00			USD 0.00	USD 0.00	USD 0.00
TOTAL:						USD 0.00

One-Time Products	Quantity	Installments	Billing Frequency	Regular Price	Extended Price
Encompass Standard Remote Training Package	1.00			USD 6,000.00	USD 4,400.00
Custom Implementation Package	1.00			USD 45,900.00	USD 45,900.00
TOTAL:					USD 50,300.00

Product Pricing	Segment Label	Start Date	End Date	User Count	Customer Rate	Extended Customer Rate
Encompass SBP Per Closed Loan	YEAR 1	6/1/2017	5/31/2018	25	USD 122.00	USD 3,050.00
Encompass SBP Per Closed Loan	YEAR 2	6/1/2018	5/31/2019	25	USD 124.50	USD 3,113.00
Encompass SBP Per Closed Loan	YEAR 3	6/1/2019	5/31/2020	25	USD 127.00	USD 3,175.00
Encompass SBP Per Closed Loan	YEAR 4	6/1/2020	5/31/2021	25	USD 129.50	USD 3,238.00
Encompass SBP Per Closed Loan	YEAR 5	6/1/2021	5/31/2022	25	USD 132.00	USD 3,300.00
Encompass SBP Base Fee	YEAR 1	6/1/2017	5/31/2018	25	USD 82.00	USD 2,050.00
Encompass SBP Base Fee	YEAR 2	6/1/2018	5/31/2019	25	USD 84.50	USD 2,113.00
Encompass SBP Base Fee	YEAR 3	6/1/2019	5/31/2020	25	USD 87.00	USD 2,175.00

Product Pricing	Segment Label	Start Date	End Date	User Count	Customer Rate	Extended Customer Rate
Encompass SBP Base Fee	YEAR 4	6/1/2020	5/31/2021	25	USD 89.50	USD 2,238.00
Encompass SBP Base Fee	YEAR 5	6/1/2021	5/31/2022	25	USD 92.00	USD 2,300.00

Financial Information

Payment Terms

Net 30 terms apply, unless a Payment Authorization Form is requested and Customer elects Credit Card or ACH auto payment for fees.

Payment Terms Exception

Customers with 10 or fewer licenses must complete the attached Payment Authorization Form and elect Credit Card or ACH auto payment. Net 30 term not applicable.

Taxes

If Customer is tax exempt, please email evidence of such tax exemption to accounting@elliemae.com. If Ellie Mae does not have such tax exempt information on file or if Customer does not qualify for tax exempt status, Customer's invoices may include taxes.

Bill to Contact Name:

Name: Amy Shea

Title: VP Accounting

Email: ashea@tidemarkfcu.org

Phone Number: 3026290100 #105

Accounts Payable contact if different than above:

Name: AccountingGroup

Title: AccountingGroup

Email: AccountingGroup@tidemarkfcu.org

Phone Number: 3026290100

If you would like more than one contact to receive the emailed invoices, please provide contacts information here:

Name: Sherry Shockley

Title: CFO

Email: sshockley@tidemarkfcu.org

Phone Number: 3026290100 #103

For Success Based Pricing Agreements only:

In addition to the above, please provide the following,

Closed Loan Confirmation Report Contact

Name: N/A

Title: N/A

Email: N/A

Phone Number: N/A

Customer acknowledges that this Order Form and any applicable Exhibits, Statements of Work, or Addenda referenced in or attached to the Agreement are incorporated into and form a part of the Agreement. This Order Form, the Agreement, and all attachments thereto are not valid until accepted by Ellie Mae, as indicated by Ellie Mae's signature below.

IN WITNESS WHEREOF, the parties have executed this Order Form, the Agreement, and all attachments thereto by their duly authorized representatives as of the dates set forth below.

ELLIE MAE, INC.

Sussex County Federal Credit Union aka
Tidemark FCU

Signature:

Ann Coleman

Ann Coleman (May 2, 2017)

Name:

Ann Coleman

Title:

Senior Director, Field

Date:

May 2, 2017

Account Manager:

Jon Del Pozo

Signature:

Pamela A. Fleurette

Pamela A. Fleurette (May 1, 2017)

Name:

Pamela A. Fleurette

Title:

CEO

Date:

May 1, 2017

Customer (or Client)
ID Number:

11175160

Reviewer:

Stacey B. Keane

Stacey B. Keane (May 1, 2017)

ENCOMPASS SUCCESS BASED PRICING AGREEMENT

This Encompass Success Based Pricing Agreement ("Agreement") is entered into by and between Ellie Mae, Inc., a Delaware corporation with principal offices at 4420 Rosewood Drive, Suite 500 Pleasanton, CA 94588 ("Ellie Mae") and the Customer ("Customer") identified on the Order Form attached to this Agreement.

WHEREAS, Ellie Mae has developed a line of products and services relating to mortgage and loan origination and processing; and

WHEREAS, Customer wishes to license or subscribe to the Ellie Mae products and services identified on the Order Form attached to this Agreement, and Ellie Mae is willing to provide Customer such products and services on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ellie Mae and Customer hereby agree as follows:

1. THE MANAGED SERVICE.

1.1. **Managed Service.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Ellie Mae will provide a platform to host and manage the software, products and services (the "Services") listed on the order form to which this Agreement is attached (the "Order Form") on one or more Internet-accessible servers owned or controlled by Ellie Mae, at the premises designated by Ellie Mae from time to time at its sole discretion (the "Managed Environment").

1.2. **License.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Ellie Mae grants to Customer a non-exclusive, non-transferable, limited license, for the number of Customer's employees subscribed to the Services, as reflected on the Order Form ("End-Users"), to access and use the Services through the Managed Environment for the sole purpose of performing loan origination, loan processing, and loan closing services for Customer's customers. Customer shall not permit any third party to access the Managed Environment or use the Services with the exception that upon notice to Ellie Mae, Customer may allow its third party originators ("TPOs") access to Customer's version of the Services including the Encompass Software, provided that, Customer remains solely liable for the actions of such TPOs and any damages or liabilities they may cause as a result of such access. In the event Customer desires to increase the number of End-Users, the parties shall enter into an amended Order Form ("Amended Order Form") which shall, by its terms, either supersede and replace the prior Order Form in its entirety and cause such prior Order Form to be null and void or shall supplement the prior Order Form, either of which shall be effective on the first day of the following month. Customer acknowledges and agrees that the Closed Loan Fee (as defined below) and the monthly Base Fee (as defined below) may be adjusted to reflect the increase in the number of End-Users. Customer may not decrease the number of End-Users as reflected in the most recent Order Form during the term of the Agreement; provided, however, Customer may reduce the number of End-Users for any Renewal Term (as defined below) by providing Ellie Mae with at least thirty (30) days' written notice prior to the beginning of such Renewal Term.

1.2.1 **License to Encompass Software.** Included with Customer's right to access the Managed Environment and subscription to the Services is the right to access and use the Encompass® Software (the "Encompass Software" or the "Software") in machine-readable object code form only, for the number of End-Users reflected on the Order Form and/or Amended Order Form, as applicable. A license for the Encompass Software may not be shared or used concurrently on different computers or devices; provided, however, Customer may copy the Encompass Software only as reasonably needed for backup, provided that all copyright and other proprietary rights notices set forth on or in the original Encompass Software are reproduced on all such copies. Ellie Mae will provide Customer with a client ID, a password for logging into, and instructions for accessing the Encompass Software. **CUSTOMER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ANY USER IDS OR PASSWORDS. IF THERE IS A BREACH OF SECURITY THROUGH CUSTOMER'S ACCOUNT FOR FAILURE TO MAINTAIN SUCH CONFIDENTIALITY, THEN CUSTOMER WILL BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO THE ENCOMPASS SOFTWARE ATTRIBUTABLE TO THE UNAUTHORIZED USE OF SUCH USER IDS AND/OR PASSWORDS.**

1.2.2 **License to the Encompass SDK.** Included with the license to the Encompass Software is the right to use Ellie Mae's Software Development Kit for Encompass (the "SDK"). In the event Customer desires to activate the SDK, Ellie Mae will provide a license code key that enables the SDK to be used. **CUSTOMER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF SUCH LICENSE CODE KEY. IF THERE IS A BREACH OF SECURITY THROUGH CUSTOMER'S ACCOUNT FOR FAILURE TO MAINTAIN SUCH CONFIDENTIALITY, THEN CUSTOMER WILL BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO THE ENCOMPASS SOFTWARE ATTRIBUTABLE TO THE UNAUTHORIZED USE OF THE LICENSE CODE KEY.** The number of SDK licenses may not exceed the authorized number of End-Users set forth in the Order Form and/or Amended Order Form, as applicable. Use of the SDK is subject to the additional restrictions specific to the SDK, as set forth in Section 1.3 below. Ellie Mae shall have the right to monitor usage of the SDK under this Agreement to verify Customer's compliance with the limitations set forth in this Section 1.2.2. Ellie Mae retains the right to perform system audits periodically to ensure the proper use of the SDK. Such audits shall be performed at the cost of Ellie Mae and shall not disrupt Customer's normal business activity.

1.2.3 **Ownership of the Software and the Service.** The grant of the licenses set forth herein provides neither title nor intellectual property rights to the Services or to the patents, trademarks, trade secrets, copyrights or other intellectual property embodied or used in connection therewith, except for the rights expressly granted herein. The Services, including without limitation the structure, organization and code of the Software, and all documentation relating to the Software, are the confidential and proprietary property of Ellie Mae and/or its licensors, and all right, title and interest in and to such property and any and all copies of the Software (in whole or in part, and in any form) shall remain with Ellie Mae and/or its licensors, both during the term of and after any expiration or termination of this Agreement. Customer acknowledges that Ellie Mae and/or its licensors have patent, copyright, trademark, trade secret and other intellectual property rights in the Software and the Services under United States and other foreign patent, copyright, trademark, trade secret and other intellectual property laws and international treaties, and that all such patent, copyright, trademark, trade secret and other intellectual property rights remain the exclusive property of Ellie Mae and/or its licensors at all times. Customer shall not alter or remove any copyright or other proprietary notices on or in the Software or any other materials provided pursuant to this Agreement. Customer expressly agrees not to attempt, or permit any third party, to modify or tamper with the normal function of any license manager or similar function in the Software that regulates usage or copying of the Software, including the license manager used with the SDK. Ellie Mae shall have the right to monitor usage of the Software under this Agreement to verify Customer's compliance with the above limitations on number of End-Users, with the restrictions set forth in this Agreement, as well as for monitoring transactions for Ellie Mae's internal business purposes. Ellie Mae reserves all rights in the Software and the Services not expressly granted to Customer in this Agreement.

1.2.4 **Customer Materials.** In order to access and use the Services and as otherwise set forth herein, Customer will, from time to time, provide information about itself, its business, its customers, its employees, or the loans processed through use of the Services, to Ellie Mae or its partners or affiliates. Any and all information submitted by Customer to Ellie Mae, including any information input by

Customer into the interface of the Software or provided to Ellie Mae in the course of obtaining any Services hereunder (the “Customer Data”) shall remain the property of Customer. Customer hereby grants to Ellie Mae a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to reproduce, modify, adapt, translate, publish, perform, and distribute the Customer Data in order to (a) provide the specific products and services subscribed to by Customer hereunder as listed on the Order Form and perform the additional functions set forth herein, (b) offer or prepare to offer additional products or services to Customer (but not to Customer’s customers) and (c) comply with applicable law or any governmental investigation. Customer represents and warrants that (i) it has all rights in the Customer Data necessary to provide the Customer Data for these purposes and that (ii) it has obtained any consents required by law in order for Customer to share Customer Data (including any information about borrowers contained therein) with Ellie Mae. Ellie Mae agrees to keep Customer Data secure, and its use is subject to the confidentiality provisions within Section 3 of this Agreement, as well as maintaining the security of Customer Data pursuant to Section 1.9.3 below Privacy Policy (as defined below). Except as necessary to provide the Services subscribed to by Customer hereunder, Ellie Mae will use information collected about the loans processed through the Software only in an anonymous, aggregated form that does not include non-public personal information (“NPPI”) regarding the applicable loans.

1.2.5 Customer shall be solely responsible for obtaining any additional software (other than server operating system software provided by Ellie Mae) and corresponding licenses that Customer may use in conjunction with the Managed Environment, including any Microsoft Office software products, and must satisfy all system requirements for the Managed Environment as may be necessary for Customer to access and use the Encompass Software and the Services provided hereunder.

1.3. Restrictions. Unless otherwise approved by Ellie Mae in writing, Customer shall have no right to obtain a copy of the Software source code or access or use the Encompass Software other than in the Managed Environment. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSTOMER AGREES THAT IT SHALL NOT, IN WHOLE OR IN PART, AT ANY TIME DURING THE TERM OF OR AFTER ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT: (a) SELL, ASSIGN, SUBLICENSE, LEASE, RENT, TIMESHARE, GRANT A SECURITY INTEREST IN, DISTRIBUTE OR OTHERWISE TRANSFER THE SOFTWARE PROVIDED UNDER THIS AGREEMENT; (b) COPY OR REPRODUCE THE SOFTWARE; (c) POST, DISCLOSE OR HOST THE SOFTWARE FOR THE PURPOSES OF PROVIDING ACCESS OR DISTRIBUTING THE SOFTWARE TO ANY OTHER INDIVIDUAL OR ENTITY WITHOUT THE PRIOR WRITTEN CONSENT OF ELLIE MAE; (d) MODIFY, TRANSLATE, ADAPT, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE ATTEMPT TO DISCOVER ANY SOURCE CODE FOR, OR CREATE DERIVATIVE WORKS BASED ON, THE SOFTWARE, EXCEPT TO THE EXTENT SUCH ACTIVITIES ARE EXPRESSLY PERMITTED BY LAW NOTWITHSTANDING THIS PROHIBITION, OR MERGE THE SOFTWARE INTO ANY OTHER SOFTWARE; (e) ATTEMPT TO MODIFY OR TAMPER WITH THE NORMAL FUNCTION OF A LICENSE MANAGER OR SIMILAR FUNCTION IN THE SOFTWARE THAT REGULATES USAGE OF THE SOFTWARE; (f) USE THE SDK TO BUILD A REPLACEMENT OR ALTERNATIVE PRODUCT OR SERVICE TO ANY ELLIE MAE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ENCOMPASS, THE ENCOMPASS DOCS SOLUTION, WEBCENTER, CENTERWISE™, ELECTRONIC DOCUMENT MANAGEMENT (EDM), THE ENCOMPASS COMPLIANCE SERVICE, THE ENCOMPASS PRODUCT AND PRICING SERVICE OR ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY PROVIDERS THROUGH USE OF THE ELLIE MAE NETWORK SERVICES (DEFINED IN SECTION 1.9.2), UNLESS OTHERWISE APPROVED BY ELLIE MAE IN WRITING; OR (g) ALLOW ANY THIRD PARTY TO DO ANY OF THE ACTS DESCRIBED IN SECTIONS 1.3(a) THROUGH 1.3(f) HEREIN. FOR THE PURPOSE OF FURTHER CLARIFYING SECTION 1.3(f) HEREIN, CUSTOMER MAY ONLY USE THE SDK TO INTERFACE AND CONNECT WITH APPLICATIONS INTERNAL TO CUSTOMER’S ORGANIZATION; CUSTOMER MAY NOT USE THE SDK TO TRANSFER DATA FROM THE ENCOMPASS SOFTWARE TO THIRD PARTY PROVIDER PRODUCTS AND SERVICES THEREBY BYPASSING THE USE OF THE ELLIE MAE NETWORK SERVICES, UNLESS CUSTOMER RECEIVES ELLIE MAE’S PRIOR WRITTEN APPROVAL FOR SUCH USAGE.

1.4. Modifications to the Services. Ellie Mae reserves the right to modify the Software and the Services from time to time; *provided*, however, if a change to the Software or the Services has a material adverse effect on the functionality of the Software or the Services, as applicable, Customer may terminate this Agreement (or the applicable Service set forth in a specific Service Exhibit attached to this Agreement) without penalty (a) upon written notice of termination received by Ellie Mae within the thirty (30) days following effectiveness of such change or (b) if Ellie Mae fails to correct the adverse effect within ten (10) days after Ellie Mae receives Customer’s written notice of such material adverse effect.

1.5. Availability of the Services and of the Managed Environment. Ellie Mae shall use its commercially reasonable efforts to provide access to the Services twenty-four (24) hours a day, seven (7) days a week during the term of this Agreement. Customer agrees that from time to time the Services may become inaccessible or inoperable for various reasons, including, without limitation, (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which Ellie Mae may undertake from time to time or (c) causes beyond the reasonable control of Ellie Mae or which are not reasonably foreseeable by Ellie Mae, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively “Downtime”). Ellie Mae generally performs routine system maintenance on all supporting systems between the hours of 4 pm PST/PDT Saturday until 4am Sunday and Tuesday and Thursday nights from 10pm to 2am PST/PDT the next morning (“Scheduled Downtime”). Scheduled Downtime may not be sufficient to provide updates to the Services. In the event that additional work needs to be performed outside of the Scheduled Downtime, Ellie Mae will use its commercially reasonable efforts to schedule planned downtime during non-peak hours for necessary updates and required maintenance to the Managed Environment and the Services. Ellie Mae shall use its commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Downtime, whether scheduled or not.

1.5.1 Uptime Minimum. Other than Scheduled Downtime and Emergency Scheduled Downtime (defined below), Ellie Mae agrees to provide 99.5% uptime for access to the Services (the “Uptime Minimum”), which Uptime Minimum is (a) measured over a calendar quarter and (b) measured for overall access to the Services by Ellie Mae’s customers in the aggregate, based on the number of end users of customers affected by each incident of downtime. “Emergency Scheduled Downtime” means (i) downtime required, on an emergency basis, to address risks and threats that may result in further downtime if not addressed prior to the next Scheduled Downtime or (ii) mandated for legal compliance reasons.

1.6. Support. Ellie Mae will provide Customer with the level of support as referenced in the Order Form (or Amended Order Form), if purchased, and as described in the then-current Technical Support Addendum, as may be amended from time to time (“Addendum”), the current copy of which can be found at the following URL: <http://www.elliemae.com/legal/TechnicalSupportAddendum.pdf>. To receive the support set forth in this Agreement and in the Addendum, Customer will provide Ellie Mae access (e.g., access to Customer’s systems, log files, database files, etc.) necessary to provide such support. Failure to provide such access may relieve Ellie Mae of its obligations to support Customer.

1.6.1 Support Exclusions. Support does not include, and Ellie Mae shall have no obligation to provide (a) on-site diagnosis at or travel to Customer’s facilities, unless otherwise expressly provided herein or in a Statement of Work (“SOW”) executed by the parties, (b) re-creation of data or information lost for any reason other than that caused by Ellie Mae’s negligence, or (c) any support or remedies for any loss arising from, related to or caused by Customer’s negligence, abuse, misapplication or misuse of the Services. In addition to the

foregoing, Ellie Mae shall be excused from performing its support obligations to the extent that it is prevented from providing such support, in whole or in part, due to the occurrence of any accidents, acts of nature, or any other causes beyond the reasonable control of Ellie Mae, including, without limitation: (i) failure of electronic or mechanical equipment or communication lines, (ii) telephone or other connectivity problems, (iii) bugs, errors, configuration problems or incompatibility of Customer's or any third party's computer hardware or software, (iv) failure or unavailability of Internet access, (v) problems with Internet service providers or other equipment or services relating to Customer's computers, (vi) problems with intermediate computer or communications networks or facilities, (vii) problems with data transmission facilities or Customer's telephones or telephone service or (viii) unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. Ellie Mae is not responsible for any damage to Customer's computers, software, modems, telephones or other property resulting from Customer's use of the Services unless caused by Ellie Mae's negligence. Notwithstanding the foregoing, Ellie Mae shall use commercially reasonable efforts to assist Customer in recovering lost data from regular backups when data loss occurs or is reported for any reason.

1.6.2 Customer Data Security and Disposal.

(a) Ellie Mae, as a service provider to the financial services industry and regulated by the SEC as a public company, has established and will maintain an information security program that meets or exceeds the objectives outlined in the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (12 CFR Part 30) (the "Guidelines") and Massachusetts General Laws chapter 93H and the regulations promulgated pursuant thereto. Ellie Mae's information security program includes administrative, technical and physical safeguards designed to achieve the following objectives in compliance with the Guidelines: (i) to protect the security and confidentiality of Customer Data; (ii) to protect against any anticipated threats or hazards to the security or integrity of Customer Data; (iii) to protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer's customers; (iv) to implement and maintain an active incident response program; and (v) to ensure the proper disposal of Customer Data. If a breach of security or other unauthorized intrusion or access to Customer Data occurs while in the possession of Ellie Mae, if legally able to do so, Ellie Mae will promptly report to Customer regarding the nature and extent of the information security incident and the corrective action taken by Ellie Mae in response. Ellie Mae shall provide Customer with a copy of its security program and policies upon Customer's request at no charge. Ellie Mae will also provide at no charge to Customer upon Customer's request a copy of all relevant SSAE 16 SOC 1 and/or SOC 2 Type II reports or the equivalent thereof ("Audit Reports") conducted by an independent auditor. Upon request, Ellie Mae will make current copies of the Audit Reports available to Customer's regulators during the term of this Agreement.

(b) Customer acknowledges, however, that it is possible that data transmissions over the Internet may be accessed by unauthorized third parties. If Customer accesses the Services from a computer, Customer agrees to use third party software, including Web browser software that supports a data security protocol compatible with the protocol used by Ellie Mae. Until notified otherwise by Ellie Mae, Customer agrees to use software that supports the Transport Layer Security (TLS) protocol or other protocols accepted by Ellie Mae and to follow Ellie Mae's log-on procedures. Customer acknowledges that Ellie Mae is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software. Customer understands and agrees that if Customer employs a device that does not support data security software or other security protocols, Customer acknowledges that it may not be able to access the Services and even if it could, the transmission of data while using the Services would not be secure and may be accessed by unauthorized third parties. In such event, Customer assumes all risk and liability resulting therefrom.

(c) Customer shall be responsible for maintaining the security of its Customer Data through the use of data encryption, data security protocols, passwords and other methods.

1.6.3 Backups and Disaster Recovery. Ellie Mae performs a local backup of the Managed Environment every fifteen (15) minutes that is also mirrored to its disaster recovery ("DR") environment. Ellie Mae's retention schedule on DR is the following: (i) daily snapshots are retained for a period of thirty (30) days; (ii) weekly snapshots are retained for a period of one (1) year; and (iii) monthly snapshots are retained for a period of seven (7) years. Ellie Mae's retention policy for local backups on the Managed Environment is two (2) days. Ellie Mae's disaster recovery and contingency planning, equipment, software and telecommunications connections shall enable Ellie Mae to provide access to such backup servers within 24 hours of any disruption of the Services. Ellie Mae shall maintain a business recovery site to provide contingency backup of the websites and all Customer Data at a separate location in order to continue to provide the Services if the primary site becomes inaccessible or is unable to continue operations. Ellie Mae will provide to Customer, upon Customer's request, its most current disaster recovery and business continuity plan. Ellie Mae will conduct a test of its disaster recovery and business continuity plan at least annually and will provide the results of these tests upon Customer's written request.

1.6.4 Penetration Scanning. Ellie Mae engages a third party to perform a penetration scan of the Managed Environment annually, the results of which will be provided to Customer upon Customer's written request. Customer agrees not to perform any penetration scan of Ellie Mae's infrastructure unless Customer receives Ellie Mae's prior written approval for such testing.

1.7 Professional Services. During the Initial Term and any Renewal Term, Ellie Mae shall provide certain professional services to Customer, which may include implementation, consulting and/or training services (collectively hereinafter referenced as "Professional Services"). These Professional Services may include provisions of services or delivery of certain products, deliverables, reports or other items, which will be described, along with any terms and conditions that are additional to the Professional Services, in a Professional Services Statement of Work ("Professional Services SOW") entered into by Customer and Ellie Mae, which will be governed by this Agreement, subject to any provisions of the Professional Services SOW that expressly override the terms set forth herein. Customer acknowledges and agrees that the Professional Services set forth in any Professional Services SOW may include estimates and therefore, may be subject to change.

1.7.1 Payment; Costs and Expenses. Customer will pay Ellie Mae the fees for the Professional Services set forth in a Professional Services SOW pursuant to the specific terms set forth therein. In the event there are no specific payment provisions, then the payment terms set forth in Section 2 of this Agreement shall govern. Any Professional Services performed by Ellie Mae outside of a Professional Services SOW shall be charged based on Ellie Mae's then current hourly rate at the time such Professional Services are rendered. Customer agrees to reimburse Ellie Mae for Ellie Mae's reasonable out-of-pocket costs and expenses, including the costs of material(s), travel expenses, hotel lodging, meals, car rental/taxi and parking, incurred in connection with the Professional Services.

1.7.2 Term. Unless otherwise specified in the specific Professional Services SOW, the term of each Professional Services SOW shall be one (1) year from the effective date of the Professional Services SOW, and each Professional Services SOW may be extended for additional one (1) year terms upon the mutual agreement of Customer and Ellie Mae. Notwithstanding the foregoing, all Professional Services SOWs issued hereunder will terminate upon termination of this Agreement. In the event of early termination of this Agreement before completion of Professional Services for any reason, Customer shall pay Ellie Mae for all Professional Services work completed up to the date of termination of this Agreement.

1.7.3 Customer Participation. Customer acknowledges that Ellie Mae's performance is dependent upon the timely satisfaction of Customer's responsibilities, as well as timely decisions and approvals upon which Ellie Mae shall rely. Customer shall make available to Ellie Mae Customer personnel, as reasonably required to permit Ellie Mae to perform the Professional Services. When required under a Professional Services SOW, Customer shall provide Ellie Mae such reasonable office space, computer resources, materials, facilities and other support to assist Ellie Mae in its performance of any Professional Services SOW. Such work facilities shall be made available in a clean and safe condition. Customer agrees to promptly respond to Ellie Mae's reasonable requests for information, input, testing, direction or reasonable assistance respecting Customer's computer systems and environment and the Professional Services. In the event Customer fails to fulfill its obligations under this section, Ellie Mae may suspend the performance of the Professional Services without liability until such time as Customer complies with this section.

1.7.4 Work Product. Ellie Mae shall own all rights, title and interest in and to any Work Product (as defined below), as well as any other products, data, plans, specifications, reports, designs, code, "know how," documentation and other information or materials used or in any manner employed by Ellie Mae in the provision of Professional Services under this Agreement and any applicable Professional Services SOW ("Ellie Mae Materials"), but which shall not include any Customer Data or Customer Confidential Information, including Customer's products, data, plans, specifications, reports, designs, documentation and other information disclosed or provided to Ellie Mae by Customer in connection with the Professional Services. Customer shall receive a non-transferable, non-exclusive, worldwide and royalty free license to use the Work Product, including any Ellie Mae Materials incorporated into the Work Product, solely for Customer's internal business purposes, upon payment in full of any amounts due pursuant to a Professional Services SOW and the Service Fees required for use of the Ellie Mae products licensed or purchased hereunder, which license shall terminate upon termination of this Agreement. "Work Product" shall mean all materials, including without limitation, specifications, reports, designs, plans, documentation, templates, code and other information resulting from the Professional Services performed by Ellie Mae under the Professional Services SOW.

1.7.5 Software. Any software provided by Ellie Mae in connection with the Professional Services shall be subject to Sections 1.2 and 1.3 of this Agreement and for such purposes, shall be deemed to be "Software."

1.7.6 Personnel. Ellie Mae reserves the right, in its sole discretion, to determine which personnel will perform the Professional Services, although Ellie Mae will attempt to honor Customer's request for specific individuals. The persons assigned by Ellie Mae to perform the Professional Services will have appropriate technical and professional skills and experience to enable them to perform their duties in a professional and workmanlike manner consistent with generally accepted industry standards. Ellie Mae shall cooperate with Customer in removing from performance of the Professional Services and replacing in a timely manner any of Ellie Mae's personnel with whom Customer reasonably objects based on their technical and professional skills and experience. Ellie Mae shall have and maintain, during performance of the applicable Professional Services SOW, written agreements with all employees and subcontractors engaged by Ellie Mae in performance thereunder, granting Ellie Mae rights sufficient to support Ellie Mae's obligations hereunder. Ellie Mae will, whenever on Customer's premises or accessing any Confidential Information of Customer, obey and cause all of its personnel to obey, all reasonable instructions and security procedures, and applicable privacy and data security requirements of Customer, all of which are made available to Ellie Mae a reasonable period of time prior to Ellie Mae's personnel coming on site.

1.7.7 Background Checks. In the event that any employees, subcontractors or agents of Ellie Mae require access to Customer facilities in connection with performing Professional Services, then to the extent requested by Customer, Ellie Mae shall confirm that background checks have been conducted on such individuals in accordance with Ellie Mae's reasonable employment procedures.

1.7.8 Non-Solicitation. Customer agrees that during the Initial Term, any Renewal Term, and for twelve (12) months following termination of this Agreement, Customer will not directly or indirectly solicit for employment or hire, any employee of Ellie Mae or its affiliates who was introduced or made known to Customer in connection with the Professional Services, provided, that this Section 1.7.8 shall not preclude Customer from hiring any such employee who responds to a general solicitation through a public medium not targeted at employees of Ellie Mae or its affiliates.

1.8 Other Products and Services. From time to time, Ellie Mae may offer other products and services to Customer pursuant to this Agreement or pursuant to other agreements.

1.9 Other Features of Access to the Services and the Encompass Software.

1.9.1 SDK/API HOSTING. Included with the Services is SDK/API Hosting. This Service allows Customer's customized applications and systems to connect and interact with data within the Managed Environment. This connectivity is customer specific and will provide secured data access for customers of the Service. In the event, in Ellie Mae's reasonable opinion, Customer is using excessive resources in its use of the SDK/API Hosting service, thereby causing or likely to cause performance issues for the Services, Ellie Mae will notify Customer and may decrease Customer's usage of such excessive resources and/or may charge Customer for such excessive use, provided that Ellie Mae will give Customer thirty (30) days' notice before it takes any action, unless Ellie Mae needs to take immediate action to prevent Downtime of its Managed Environment.

1.9.2 THE ELLIE MAE NETWORK SERVICES. Included in the license to access the Encompass Software is the right to access third party services and products through the use of Ellie Mae's Ellie Mae Network (the "Ellie Mae Network Services"). The Ellie Mae Network Services are intended to enable transactions between Customer and third party providers of products and services within the

mortgage industry ("Third Party Provider(s)"). Ellie Mae is not a party to or guarantor of performance with respect to any subsequent agreement between Customer and any Third Party Provider. Specifically, Ellie Mae does not control the quality or availability of goods and services accessed through the Ellie Mae Network Services, the terms and conditions under which those goods and services are offered or purchased, or the Third Party Providers' compliance with agreements that they may execute with Customer. Customer acknowledges and agrees that (a) Ellie Mae is serving only as a provider of electronic linkages between Customer and Third Party Providers; (b) Ellie Mae shall have no responsibility for the data or content transmitted between Customer and Third Party Providers; (c) the relationship between Customer and Third Party Providers shall be determined solely by Customer and such Third Party Providers only; and (d) Ellie Mae takes no responsibility and makes no representation or warranty of any kind concerning Customer's use of or the performance or results obtained by Customer or its customers by using such Third Party Providers and their services and products. Customer acknowledges and agrees that the inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Ellie Mae of any Third Party Provider or any information contained in such Third Party Provider's website. In no event will Ellie Mae be responsible for the information contained in such Third Party Provider's website or Customer's use of or inability to use such website. Access to any other website is at Customer's own risk, and Customer should be aware that linked websites may contain terms and privacy policies that are different from those of Ellie Mae. Ellie Mae is not responsible for such provisions and expressly disclaims any liability for them. Additionally, Customer's use of the Ellie Mae Network Services may be subject to additional terms and conditions and such Ellie Mae Network Services may be subject to change. Ellie Mae may at any time change or discontinue any aspect, availability or feature of the Ellie Mae Network Services.

1.9.3 ELLIE MAE'S PRIVACY POLICY. By accepting the terms of this Agreement and using the Encompass Software, Customer agrees to be bound by Ellie Mae's Privacy Policy, which can be accessed at: http://www.elliemae.com/legal/legal_clients.asp?elq=2de91406b7f14acfab1c58cfceaad8cf, as may be amended from time to time (the "Privacy Policy").

1.9.4 ELLIE MAE'S CENTERWISE PRODUCT. Included with Customer's license to the Services provided under this Agreement is Customer's right to access and use Ellie Mae's CenterWise™ product. In the event Customer avails itself of such right, such use will be governed by the additional terms and conditions attached to this Agreement and incorporated by reference as the CenterWise Exhibit.

1.9.5 ENCOMPASS DOCS SOLUTION. Included with Customer's license to the Services provided under this Agreement is Customer's right to access and use Ellie Mae's Encompass Docs Solution. In the event Customer avails itself of such right, such use will be governed by the additional terms and conditions attached to this Agreement and incorporated by reference as the Encompass Docs Solution Exhibit.

1.9.6 ENCOMPASS COMPLIANCE SERVICE. Included with Customer's license to the Services provided under this Agreement is Customer's right to access and use Ellie Mae's Encompass Compliance Service. In the event Customer avails itself of such right, such use will be governed by the additional terms and conditions attached to this Agreement and incorporated by reference as the Encompass Compliance Service Exhibit.

1.9.7 OTHER ENCOMPASS PRODUCTS AND SERVICES. In the event the current Order Form or an Amended Order Form reflects the purchase of other Encompass Services, Customer's right to access and use such Services will be governed by the additional terms and conditions set forth in a separate Services Exhibit attached to this Agreement and incorporated by reference, or set forth in an Amendment to this Agreement.

2. FEES AND PAYMENTS.

2.1. Service Fees. Ellie Mae and Customer acknowledge and agree that the Services provided by Ellie Mae hereunder are complex and comprehensive and under such and other reasons to avoid the related complexities associated with valuing and determining the respective values of each good, facility and service that comprise the Service, beginning on the Base Fee Start Date (as set forth in the Order Form) and in exchange for access to the Service, Customer will start to incur the greater of (A) the monthly Base Fee set forth in the current Order Form (the "Base Fee") and (B) the Monthly Closed Loan Fee (defined below) for such month, for which monthly fee Ellie Mae will invoice Customer in arrears following the end of each month. The "Monthly Closed Loan Fee" shall mean a fee equal to (i) the number of funded and/or closed loans (each, a "Closed Loan") each month, including banked, brokered and/or purchased loans, according to the Closed Loan Confirmation Report referenced in Section 2.2 below (as confirmed or corrected in accordance with such Section 2.2), multiplied by (ii) the applicable Closed Loan Fee set forth in the current Order Form (the "Closed Loan Fee"). The Base Fee, the Monthly Closed Loan Fee and any additional product fees reflected on an Order Form or an Amended Order Form for other Encompass Products are collectively referred to herein as the "Service Fees". Unless otherwise expressly provided in the current Order Form, the Service Fees applicable to any Renewal Term shall be at Ellie Mae's then-current standard rates and terms.

2.2. Payment; Late Fees. To calculate the amount of Service Fees due and payable for Closed Loans, Ellie Mae shall provide Customer a reporting tool accessed through the "My Accounts" tab on the Home page (the "Closed Loan Confirmation Report"), which reports the number of Closed Loans for the month based on the process outlined directly below. Immediately after each month, Customer shall promptly complete, within the Encompass Software, either (i) Closing Date field 748 or (ii) another field within the Encompass Software used by Customer to track and report Closed Loans, which fields will be determined by Ellie Mae and Customer through the implementation of the Encompass Software on Customer's systems and which field(s) will be referenced in the Deployment Readiness Review letter that is prepared by Ellie Mae and sent to Customer documenting the completion of the implementation services as set forth in the Implementation Service Foundation Statement of Work ("SOW") executed by Customer in conjunction with this Agreement (collectively, the "Closing Date Field(s)"). Prior to the end of the third (3rd) business day of each month (the "Reporting Deadline"), Customer shall confirm or correct the number of Closed Loans for the prior month reflected in the Closed Loan Confirmation Report based on the Closing Date Field(s) used by Customer and will notify Ellie Mae of any modifications. Otherwise, Customer acknowledges and agrees that all Closed Loans designated through use of the Closing Date Fields and reflected in the Closed Loan Confirmation Report as closed are correct and Service Fees are owed and payable on such Closed Loans (collectively, the "Closed Loan Confirmation"). Subsequent to the Reporting Deadline, Ellie Mae will invoice Customer for either the Base Fee or the Monthly Closed Loan Fee for the subject month, whichever is greater, as well as any other Service Fees for Encompass Products due, as set forth on the Order Form and/or Amended Order Form.

Payment of the Service Fees, professional services fees, and all other amounts payable to Ellie Mae hereunder shall be due within thirty (30) days of the invoice date and shall be made by Customer to the attention of the Accounts Receivable Department of Ellie Mae. Overdue accounts

and any other fees and expenses not paid to Ellie Mae in accordance with this Agreement will be charged a late fee at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed under applicable law if lower, commencing with the date payment was first past due. Should Customer be more than fifteen (15) days past due on payments, Ellie Mae reserves the right to suspend or block Customer's access to the Service until such Service Fees and any interest charges are paid in full.

2.3. Taxes. The Service Fees and all other amounts payable to Ellie Mae hereunder are net amounts to be received by Ellie Mae, exclusive of all taxes (other than taxes based solely on Ellie Mae's income), duties and assessments and are not subject to offset or reduction because of any costs, expenses, taxes, duties, withholdings, assessments or liabilities incurred by Customer or imposed on Ellie Mae in the performance of this Agreement or otherwise due as a result of this Agreement. Customer shall be responsible for, and shall pay directly, any and all such taxes, duties, assessments and charges, including any sales and use taxes and shall indemnify and hold Ellie Mae harmless for same.

2.4. Audit Rights. During the term of this Agreement and for three (3) years thereafter, Customer agrees to maintain the pertinent transaction traffic record, including a monthly detailed transaction report for all Closed Loans and the Closed Loan Confirmations (the "Transaction Reports"), that relate to and support the payments due under this Agreement. Ellie Mae may cause an audit and/or inspection to be made of the applicable Customer records and facilities in order to verify the amounts invoiced by Ellie Mae to Customer and/or the Transaction Reports issued by Customer and Customer's compliance with the terms of this Agreement. Any such audit shall be conducted by an independent auditor selected by Ellie Mae. Any audit and/or inspection shall be conducted during regular business hours at Customer's facilities with reasonable notice. Customer agrees to provide Ellie Mae's designated audit or inspection team access to the relevant Customer records and facilities. Customer shall pay Ellie Mae the full amount of any underpayment revealed by the audit plus interest from the date such payments were due under the terms of this Article 2. Notwithstanding the foregoing, if such audit reveals an underpayment by Customer of more than five percent (5%) for the period covered by the report, Customer shall pay all of the fees and costs associated with such audit and the amount underpaid with interest equal to one and one half percent (1.5%) per month on the overdue balance, or the maximum amount allowed by applicable law (whichever is lower) from the date such payment was due. If Customer reasonably disputes the results of an Ellie Mae audit, it may conduct its own audit at its own expense.

3. PROPRIETARY RIGHTS.

3.1. Trademarks. Ellie Mae's trademarks, trade names, service marks, logos, other names and marks, and related product and service names, design marks and slogans (collectively, the "Ellie Mae Marks") are the sole and exclusive property of Ellie Mae. Customer agrees not to display or use any of the Ellie Mae Marks in any manner without Ellie Mae's express prior written consent.

3.2. The Service.

3.2.1 The Encompass Software and all content, organization, graphics, design, compilation, magnetic translation, digital conversion and all other aspects of the Services, and all documentation relating thereto, are the sole and exclusive property of Ellie Mae and/or its licensors and all right, title and interest in and to such property shall remain with Ellie Mae and/or its licensors, both during the term and after any expiration or termination of this Agreement. Customer acknowledges and agrees that Ellie Mae and/or its licensors have copyright, trade secret and other intellectual property rights in the Services and the documentation relating thereto, and that all such copyright, trade secret and other intellectual property rights remain the sole and exclusive property of Ellie Mae and/or its licensors at all times.

3.2.2 CUSTOMER AGREES THAT IT SHALL NOT, IN WHOLE OR IN PART, AT ANY TIME DURING THE TERM OR AFTER ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT: (A) SELL, ASSIGN, SUBLICENSE, LEASE, RENT, TIMESHARE, GRANT A SECURITY INTEREST IN, DISTRIBUTE OR OTHERWISE TRANSFER USE OF THE SERVICES, OR ANY DOCUMENTATION RELATING THERETO; (B) COPY, REPRODUCE, RETRANSMIT, DISSEMINATE, SELL, DISTRIBUTE, PUBLISH, BROADCAST, CIRCULATE, COMMERCIALY EXPLOIT OR CREATE DERIVATIVE WORKS BASED ON, THE SERVICES OR ANY SUCH DOCUMENTATION; OR (C) PERMIT ANY PERSON OR ENTITY TO DO ANY OF THE FOREGOING.

3.3. Confidentiality.

3.3.1 As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of Ellie Mae shall include the Services, the Software and all data or information related thereto; and Confidential Information of each party shall include the terms and conditions of the Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party.

3.3.2 Each party shall: (a) use no less than commercially reasonable care to protect the confidentiality of the other party's Confidential Information and shall not use such data and information for purposes outside the scope of this Agreement; (b) not disclose the other party's Confidential Information to any third party; and (c) return or destroy, at the Disclosing Party's election, the Disclosing Party's Confidential Information upon termination or expiration of this Agreement; provided, however, that Ellie Mae will handle any Customer Data in its possession pursuant to the terms set forth in Section 7.3 (Effects of Termination). Ellie Mae shall use Customer Data only in compliance with this Agreement and applicable local, state and federal laws and regulations, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations thereunder.

3.3.3 The obligations set forth in this Section 3.3 shall not apply to any Confidential Information which the Receiving Party can show: (a) is or becomes publicly available without breach of this Agreement; (b) that the Receiving Party has received from any third party in a legally permissible way without being bound by an obligation to preserve confidentiality; (c) by means of written records, that the Receiving Party already knew or has developed independently of disclosure under this Agreement; or (d) that the Disclosing Party otherwise authorizes in writing.

3.3.4 Notwithstanding the foregoing, the Receiving Party may disclose or preserve the Disclosing Party's Confidential Information: (a) on a confidential basis to legal or financial advisors; or (b) pursuant to the order, proceeding or requirement of a court, administrative agency, or other governmental body; provided that the Receiving Party gives the Disclosing Party adequate prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the

Disclosing Party wishes to contest the disclosure via a protective order or other measures deemed appropriate by Disclosing Party in its sole discretion.

3.3.5 The obligations set forth in this Section 3.3 shall survive any expiration or termination of this Agreement.

4. WARRANTY AND DISCLAIMER OF WARRANTIES.

4.1. Ellie Mae's Warranty.

4.1.1 For the SaaS Services. Ellie Mae represents and warrants to Customer that during the term of the Agreement, the Software as a Service (the "SaaS" or "Hosting") services provided through the Managed Environment will be performed in a good and workmanlike manner consistent with industry standards reasonably applicable to the performance thereof and pursuant to the terms set forth in this Agreement. For any breach of the foregoing warranty, Customer must notify Ellie Mae in writing providing Ellie Mae with as much detail as possible, and Customer's sole and exclusive remedy, and Ellie Mae's sole and exclusive obligation, shall be that Ellie Mae will use its commercially reasonable efforts to repair or replace the Managed Environment.

4.1.2 For the Encompass Software. Ellie Mae represents and warrants that the Encompass Software will operate substantially in accordance with and conform to the Ellie Mae documentation for the Encompass Software. In the case of nonconforming Encompass Software, Ellie Mae's entire liability and Customer's exclusive remedy will be that (a) Ellie Mae will, at its sole discretion, provide Customer with either corrections to the nonconforming Encompass Software or with replacement software that has substantially similar functionality; or (b) in the event neither corrections nor a replacement is commercially feasible, Customer may terminate the Agreement upon written notice to Ellie Mae, in which case Customer will not be required to pay Service Fees for any period subsequent to the date of termination.

4.1.3 Additional warranties may be found in the attached or cross-referenced Exhibits for the Encompass Products provided under such Exhibits.

4.1. Customer's Compliance with Law. Customer represents and warrants to Ellie Mae that Customer's use of the Service provided by Ellie Mae, including in marketing Customer's products and services and in the origination and processing of loans, will comply with all applicable U.S. state and federal laws and regulations. Customer further represents and warrants that it will not use the Service for any unlawful purpose.

4.3. Both Parties' Warranties. Each party represents and warrants that (a) this Agreement has been duly authorized, executed and delivered and constitutes a legal and binding agreement enforceable in accordance with its terms, and (b) entry into and the performance under this Agreement is not now and will not be restricted or prohibited by any article of incorporation, partnership agreement, article of organization, charter, bylaw, operating agreement, judgment, decree, statute, rule, regulation, indenture, mortgage, contract or agreement of any kind applicable to it.

4.4. Disclaimer of Warranties. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES AS FOLLOWS:

4.4.1 EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS 4.1 AND 4.3 ABOVE, AND EXCEPT FOR ANY ADDITIONAL WARRANTIES INCLUDED IN ANY ENCOMPASS PRODUCT TERMS INCORPORATED INTO THIS AGREEMENT BY REFERENCE AS THEY MAY PERTAIN TO A PARTICULAR ENCOMPASS PRODUCT, ELLIE MAE EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ENCOMPASS SOFTWARE AND THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF ELLIE MAE HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF ELLIE MAE IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF ELLIE MAE AS EXPRESSLY SET FORTH HEREIN;

4.4.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ELLIE MAE MAKES NO WARRANTY THAT (A) THE ENCOMPASS SOFTWARE AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) THE ENCOMPASS SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ENCOMPASS SOFTWARE AND SERVICES WILL BE ACCURATE OR RELIABLE OR (D) ALL ERRORS IN THE ENCOMPASS SOFTWARE AND SERVICES WILL BE CORRECTED; AND

4.4.3 NO ACCOUNTING, FINANCIAL, LEGAL OR TAX ADVICE OR COUNSEL IS GIVEN, OR SHALL BE DEEMED TO HAVE BEEN GIVEN, BY THE USE OF THE SERVICE.

5. LIMITATION OF LIABILITY.

5.1. EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL ELLIE MAE OR ITS LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, DATA OR USE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION), OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES INCURRED BY CUSTOMER OR ANY THIRD PARTY IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE OR THE PERFORMANCE OR NON-PERFORMANCE OF THE ENCOMPASS SOFTWARE AND/OR THE SERVICE, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF ELLIE MAE HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

5.2. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN AN EXHIBIT TO THIS AGREEMENT, IN NO EVENT SHALL ELLIE MAE'S AGGREGATE LIABILITY FOR ALL DAMAGES TO CUSTOMER AND ANY THIRD PARTIES EXCEED THE AMOUNT OF SERVICE FEES PAID HEREUNDER BY CUSTOMER TO ELLIE MAE DURING THE SIX (6) MONTHS PRECEDING THE DATE THAT THE CAUSE OF ACTION AROSE.

5.3. APPLICABILITY OF LIMITATIONS. THE LIMITATIONS CONTAINED IN THIS SECTION 5 SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY).

6. INDEMNIFICATION.

6.1. **Ellie Mae Indemnification.** Ellie Mae shall defend, indemnify and hold harmless Customer, its officers, directors, employees, shareholders, and representatives, from and against all claims, losses, causes of action, liability, damages, costs and expenses (including reasonable attorneys' fees, costs and expenses) relating to, arising from, or in connection with infringement of any U.S. patent, copyright, or trademark, or any third party intellectual property rights under U.S. state or federal laws or regulations caused by the use of the Services; provided that, Customer promptly notifies Ellie Mae of such claims, permits Ellie Mae to control the defense of such claims, and provides Ellie Mae all reasonably available information and assistance at Ellie Mae's expense.

6.1.1 Ellie Mae will have no obligation under this Section 6.1 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products if such infringement or misappropriation would not have arisen but for such combination; (b) Services that are provided to comply with requirements or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such requirements or specifications; (c) use of the Services for purposes not intended; (d) Customer's failure to use the Services in accordance with instructions provided by Ellie Mae, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Services not made or authorized in writing by Ellie Mae where such infringement or misappropriation would not have occurred absent such modification. Customer is responsible for any costs or damages that result from these actions.

6.1.2 This Section 6.1 states Ellie Mae's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the Services. The obligations set forth in this Article 6 shall survive any expiration or termination of this Agreement.

6.2. **Customer Indemnification.** Customer shall defend, indemnify and hold harmless Ellie Mae, its officers, directors, employees, shareholders, and representatives, from and against all claims, losses, causes of action, liability, damages, costs and expenses (including reasonable attorneys' fees, costs and expenses) relating to, arising from, or in connection with: (a) Customer's breach or violation of state or federal banking, lending or securities laws and regulations or other applicable state and federal laws and regulations; (b) Customer's use of Third Party Providers and their products and services; (c) the collection, use, or distribution of information or data provided to Third Party Providers or collected from third party borrowers; or (d) Customer's violation of any third party's rights, including infringement of any copyright, violation of any proprietary right or invasion of any privacy rights; provided that, Ellie Mae promptly notifies Customer of such claims, permits Customer to control the defense of such claims, and provides Customer all reasonably available information and assistance at Customer's expense. The obligations set forth in this Article 6 shall survive any expiration or termination of this Agreement.

6.3. Should the Encompass Software become, or in Ellie Mae's reasonable opinion, be likely to become the subject of a claim of infringement of a U.S. patent, trade secret or copyright, Ellie Mae shall have the option, at its expense, to do one of the following: (a) procure for Customer the right to continue to use the Encompass Software; (b) replace or modify the alleged infringing Encompass Software to make it non-infringing, provided that the same functions are performed by the replacement or modified Encompass Software; or (c) if (a) or (b) above are not commercially reasonable, Ellie Mae may terminate the license to use such Encompass Software by providing Customer not less than twenty (20) business days' written notice and Customer shall not owe Ellie Mae any Service Fees for future use of the Encompass Software from the date of such termination.

7. TERM AND TERMINATION.

7.1. **Term.** The initial term of this Agreement shall be for the period indicated on the Order Form, commencing on the Effective Date ("Initial Term"). Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year each (each a "Renewal Term") under the same terms and conditions unless: (a) Ellie Mae provides Customer with written notice of any changes to the current terms and conditions, which changes Ellie Mae will provide to Customer at least sixty (60) days prior to the expiration of the then-current term, and (b) unless Customer notifies Ellie Mae in writing at least thirty (30) days prior to the end of the Initial Term or a Renewal Term that it does not wish to renew the Agreement. In such event, this Agreement will expire at the end of the applicable term. Notwithstanding the foregoing, the Service Fees applicable to any Renewal Term shall be at Ellie Mae's then-current standard rates and terms, which Ellie Mae shall provide to Customer at least sixty (60) days prior to the expiration of the then-current term. The term of any Encompass Product Terms shall coincide with the term set forth in this Agreement, unless otherwise expressly provided within such Encompass Product Terms.

7.2. Termination.

7.2.1 **Termination for Breach.** Either party may terminate this Agreement in its entirety or with regard to a specific Exhibit or SOW (unless otherwise expressly prohibited in the applicable Exhibit or SOW) upon written notice if the other party materially breaches this Agreement (or a particular Exhibit and/or SOW) and fails to cure such breach within 30 days (15 for nonpayment) after written notice of the material breach, unless the breach is incapable of being cured within such 30 day period and the breaching party has not made diligent efforts to cure the breach within such 30 days.

7.2.2 **Termination for Insolvency.** Either party may terminate this Agreement immediately upon notice if the other party: (a) becomes insolvent; (b) makes a general assignment for the benefit of creditors; (c) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (d) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; or (e) is liquidated, voluntarily or otherwise.

7.2.3 **Termination Due to Actual or Anticipated Infringement.** Ellie Mae may terminate this Agreement as set forth in Section 6.3.

7.2.4 In case of termination of this Agreement for any reason other than Ellie Mae's breach or due to Ellie Mae's election as set forth in Section 6.3, unless otherwise expressly provided herein, Customer shall remain obligated to pay all applicable Service Fees and other charges (e.g., the Base Fee) for the remainder of the Initial Term or Renewal Term, as applicable.

7.3. Effects of Termination. Notwithstanding any expiration or termination of this Agreement, the provisions of Sections 1.2.3 ("Ownership of Software and the Service"), 1.3 ("Restrictions"), 2 ("Fees and Payments") for all unpaid amounts, 2.4 ("Audit Rights"), 3 ("Proprietary Rights"), 4.2 ("Customer's Compliance with Law"), 4.4 ("Disclaimer of Warranties"), 5 ("Limitation of Liability"), 6 ("Indemnification"), 7.3 ("Effects of Termination"), 8 ("General Provisions") and all confidentiality provisions set forth elsewhere in this Agreement shall continue in full force and effect. Except as may otherwise be set forth in this Agreement, upon termination or expiration of this Agreement and provided that Customer's account is in good standing and has paid all past due invoices, Ellie Mae will provide Customer access to a hosted version of the Encompass Software for one (1) End-User for a period of one (1) year from the effective date of termination or expiration of the Agreement for the sole purpose of accessing Customer Data for Customer's reporting and compliance purposes, for exporting such data to an alternative loan origination system and not for production use. If Customer requires Ellie Mae's assistance to load its Customer Data onto its local Encompass system or set up its local Encompass database servers, Ellie Mae will provide Customer a Statement of Work ("SOW") setting forth the fees required by Ellie Mae in order to provide such assistance at Ellie Mae's current hourly rate. Customer acknowledges and agrees that following the first anniversary of the effective date of termination or expiration of the Agreement, Ellie Mae may destroy any Customer Data in its possession and will be unable to return such Customer Data to Customer. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms; *provided*, however, Customer will be liable to Ellie Mae for the Service Fees for the remainder of the Initial Term or Renewal Term, if applicable, as set forth in Section 7.2.4 above.

8. GENERAL PROVISIONS.

8.1. Independent Contractor. Each of the parties to this Agreement is an independent contractor and shall not be considered or deemed to be an agent, employee, joint venture, or partner of the other party. Neither party shall have, or shall hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the other party or shall act in a manner which expresses or implies a relationship other than that of independent contractor.

8.2. Entire Agreement. This Agreement sets forth the entire understanding and supersedes all prior and contemporaneous agreements between the parties relating to the subject matter contained herein and merges all prior and contemporaneous discussions, agreements and understandings, both verbal and written, between them regarding such subject matter. Except as otherwise provided herein, no modifications, additions, or amendments to this Agreement shall be effective unless set forth in a writing referencing this Agreement and signed by a duly authorized representative of the party to be bound thereby. All provisions of this Agreement shall govern over any conflicting terms and conditions of any purchase orders, invoices or other instruments, including shrinkwrap or clickwrap agreements, which may be issued by either party, unless otherwise agreed by both parties in writing. Notwithstanding the foregoing, in the event there is any conflict between the terms within the body of this Agreement and any agreements, Exhibits, addenda or amendments attached hereto and incorporated herein, the terms in such agreements, Exhibits, addenda or amendments shall govern unless they expressly state otherwise.

8.3. Publicity. Each party agrees that it shall not issue any press releases or make public statements concerning the existence or terms of this Agreement or include or use the other party's name or trademarks in any promotional or marketing material without such party's prior written approval.

8.4. Notices. Every notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed received and effective (a) on the date of personal delivery, (b) on the date it is officially recorded as delivered to the intended recipient when sent by postage prepaid, return receipt requested, registered or certified mail (airmail if available), or the equivalent of registered or certified mail under the laws of the country where mailed, or in the absence of such record of delivery, the effective date shall be deemed to be the fifth (5th) business day after it was deposited in the mail, (c) on the date it is officially recorded as delivered to the intended recipient when sent by internationally recognized overnight courier, such as Federal Express, DHL or UPS, or in the absence of such record of delivery, the effective date shall be deemed to be the third (3rd) business day after delivery to such courier, or (d) the date transmitted by facsimile with a confirmation copy sent simultaneously by one of the other methods permitted under this Section 8.4, in each case addressed to the addresses specified in the Introduction to this Agreement or on the current Order Form. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

8.5. Governing Law. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of California applicable to agreements negotiated, executed and performed in California between California corporations without regard to its conflicts of laws rules, regardless of whether one or more of the parties shall now be or hereafter become a resident of another state or country. The United Nations' Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

8.6. No Waiver of Rights. All waivers hereunder must be made in writing, and failure at any time to require the other party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

8.7. Dispute Resolution and Arbitration. Any and all disputes, claims or controversies arising out of or relating to this Agreement (including without limitation the breach, termination, enforcement, interpretation or validity of this Agreement) shall be determined by arbitration in San Francisco, California before a single arbitrator, under the JAMS Comprehensive Arbitration Rules & Procedures (or their functional successor). Judgment on the resulting award may be entered by any state or federal court having jurisdiction. Each party to this Agreement hereby consents to the jurisdiction and venue of the state and federal courts located in San Francisco, California for such purposes. The arbitrator may award the prevailing party any or all of its reasonable attorneys' fees and expenses (including the arbitrator's fees/expenses) incurred in connection with the dispute, claim or controversy. This provision does not preclude the parties from seeking injunctive, provisional or temporary relief from any state or federal court having jurisdiction.

8.8. Attorneys' Fees. If any action or proceeding shall be commenced to enforce or interpret this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding and any negotiations to avoid such action or proceeding.

8.9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement is determined by a court of applicable jurisdiction to be prohibited or invalid under

applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

8.10. Assignment. Except as otherwise expressly provided hereunder, neither this Agreement nor any rights or obligations hereunder may be assigned in whole or in part by either party without the prior written consent of the other party, except that the rights and obligations of either party may be transferred or assigned to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of its voting securities and/or assets; provided that, in the case of Customer, (a) the assignee of this Agreement from Customer must have a substantially similar credit rating as that of Customer as of the Effective Date of this Agreement, (b) such assignee may not be a competitor of Ellie Mae and (c) such assignee must agree to assume Customer's obligations under this Agreement. Any assignment in violation of the above shall be null and void. Subject to the limitations of the foregoing, this Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and assigns.

8.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute only one and the same instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto or by industry standard electronic signatures ("esignature(s)") shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and esignature copies shall constitute enforceable original documents.

8.12. Construction. The subject headings of the Sections and other subdivisions of this Agreement are included for the purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. As used in this Agreement, the word "including" shall mean "including without limitation."

8.13. Export Restrictions. Customer agrees not to export (including transferring electronically over any network, including the Internet) or re-export the Software, any part thereof, or any process or service that is the direct product of the Software, to any country, person, or entity in violation of U.S. and other applicable export laws, including the Export Administration Regulations administered by the U.S. Department of Commerce and the International Traffic in Arms Regulations administered by the U.S. Department of State.

8.14. U.S. Government Restricted Rights. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government and parties acting on its behalf is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 552.227-19, as applicable.

THE ENCOMPASS CENTERWISE PRODUCT EXHIBIT

The following additional terms shall apply to the use of Ellie Mae's Encompass CenterWise product, which is included as a feature of the Services provided under the Agreement:

Article I: Definitions

Unless otherwise provided within this Exhibit, all terms used herein shall have the meanings set forth in the Agreement.

1.1 "Custom Form" shall mean a document for which Ellie Mae has created a Programmed Form at the request of Customer and which document is not a Standard Form.

1.2 "Initial Disclosures" means the set of loan documents prepared using the Encompass Software, consisting of the initial federal Truth-in-Lending Disclosure Statement, Good Faith Estimate of Closing Costs, Loan Estimate, initial Transfer of Servicing Disclosure, and other disclosures applicable to originators which are required by federal law and applicable state law to be delivered to loan applicants within three (3) business days after receipt by a creditor of a residential mortgage loan application, excluding, however, all loan processing forms such as, by way of illustration and not limitation, adverse action notices, lock-in agreements, commitment letters, loan terms agreement or disclosures related to such forms. For the avoidance of doubt, Initial Disclosures do not include Custom Form(s) or any specific forms requested, required or supplied by investors other than Fannie Mae and Freddie Mac.

1.3 "Loan Programs" shall mean the various residential mortgage loan products offered by Customer which products are differentiated by category, including, without limitation, size of loan (e.g., conforming, jumbo), investor (e.g., Fannie Mae, Freddie Mac, GNMA, private investor), insurer or guarantor (e.g., FHA, VA), and lien priority (e.g., first lien, junior lien), etc.; *provided, however*, Loan Programs shall not include loan types or programs not supported by CenterWise, including, but not limited to housing finance authority loans, construction loans, co-op loans or so-called "predatory" or high cost loans, reverse annuity loans, pledged asset account loans, mobile home loans, shared appreciation mortgages, loans to trusts or other entities other than natural persons, or loans under \$5,000, unless otherwise agreed to in writing.

1.4 "Programmed Forms" shall mean the computerized form of the documents created by Ellie Mae and programmed in the Software and consisting of (a) those programmed loan forms created by Ellie Mae from Standard Forms and (b) those programmed loan forms created by Ellie Mae for Customer from Custom Forms.

1.5 "Standard Forms" shall mean Ellie Mae's standard set of mortgage loan documents for which Ellie Mae has created Programmed Forms including, but not limited to, Fannie Mae, Freddie Mac, FHA, VA and other form documents in the public domain, as well as form documents to the extent that the format and content are specified by federal or state law, but not including specific forms requested, required or supplied by, investors other than Fannie Mae or Freddie Mac. Except as set forth in the preceding sentence, no form in any language other than English shall be deemed a Standard Form. A form shall not be deemed a Standard Form unless it is available for and is in general use in its unmodified form by Ellie Mae customers. Without limiting the generality of the foregoing, any form which bears a form name or designation in the document footer which begins with the letter "L" or "I" shall in no event be deemed a Standard Form.

Article II: The Encompass CenterWise Product

2.1 Hosting Services; License to Customer; Disclosures and Forms.

(a) Subject to the terms and conditions of the Agreement and this Exhibit, during the term of the Agreement, Ellie Mae grants a non-exclusive, non-transferable, limited license to those End-Users who access and use the WebCenter Administration tool within the Encompass Software ("Active Users") the right to use such WebCenter Administration tool, including the use of any Ellie Mae Content (defined below) contained therein for: (i) developing and customizing websites that Ellie Mae will host through Customer's use of this Service; (ii) marketing Customer's products and services to its customers; and (iii) Customer's internal business purposes in performing loan origination and loan processing services for Customer's customers and their lenders. For purposes of this Exhibit, "Ellie Mae Content" means any materials provided by Ellie Mae for incorporation in a Customer website, including text, script, programming code, data, HTML code, images, illustrations, graphics, and/or multimedia files. Customer is solely responsible for the creation of the content for its website(s) using the tools supplied by Ellie Mae through access to the WebCenter features of the CenterWise product. Following completion of the customization and configuration of Customer's website(s), Ellie Mae shall host such website(s) during the term of the Agreement by providing the Managed Environment to store the website(s) and make the website(s) available on demand by users of the Internet in accordance with the terms of this Exhibit and the Agreement.

(b) Subject to the terms and conditions of the Agreement and this Exhibit, during the term of the Agreement, Ellie Mae grants the Active Users a non-exclusive, non-transferable, limited license to use the EDM feature of the CenterWise product for managing and storing their loan documents in and for use with the Encompass Software.

(c) Subject to the terms and conditions of the Agreement and this Exhibit, during the term of the Agreement, Ellie Mae shall create and maintain Initial Disclosures and grants the Active Users a non-exclusive, non-transferable, limited license to the right to use the Initial Disclosures provided with the CenterWise product.

(d) Ellie Mae shall use commercially reasonable efforts to monitor any changes in federal government-sponsored enterprise (GSE) loan origination guidelines and pertinent federal and state statutes and regulations as, and to the extent, the same pertain to the form and content of the Standard Forms for the Loan Programs. Ellie Mae shall use commercially reasonable efforts to modify existing Standard Forms or create new Standard Forms to satisfy such changes in pertinent federal and state statutes and regulations.

2.2 Restrictions. Customer shall be solely responsible for obtaining any additional software (other than server operating system software provided by Ellie Mae) and corresponding licenses that Customer may use in the Managed Environment, including any Microsoft Office software products, and must satisfy all system requirements for the Managed Environment as necessary to permit Customer to access and use the CenterWise product.

Article III: Licenses to Ellie Mae

During the term of the Agreement, Customer grants to Ellie Mae a limited, non-exclusive, non-transferable, royalty-free license to exhibit, publish, transmit, copy, produce, display, perform, and use the Customer Content and the Customer Branding Materials, solely in connection with Customer's website(s) and/or Ellie Mae's performance of its obligations under this Exhibit. For purposes of this Exhibit, "Customer Content" means all materials that Customer incorporates into its website(s) that is (are) hosted by Ellie Mae through the WebCenter feature of the CenterWise product, including text, trademarks or service marks, images, illustrations, graphics and/or multimedia files, and "Customer Branding Materials" means all materials for use in branding its website(s), including all text and images of Customer's trademarks and service marks that Customer incorporates into its website(s) that is (are) hosted by Ellie Mae through the WebCenter feature of the CenterWise product.

Article IV: Customer's Warranties

4.1 Customer Content and Customer Branding Materials. Customer represents and warrants to Ellie Mae (a) that the Customer Content and any Customer Branding Materials do not infringe or violate the rights of any third party, including any copyright, trademark, service mark or other intellectual property rights; (b) that the Customer Content and any Customer Branding Materials are not defamatory or obscene and do not violate any right of privacy or publicity; and (c) that Customer has sufficient power and authority to provide to Ellie Mae, and to authorize Ellie Mae's use of, the Customer Content and the Customer Branding Materials.

4.2 Compliance with Law. Customer represents and warrants to Ellie Mae that Customer's use of the Service provided by Ellie Mae, including in marketing Customer's products and services and in the origination and processing of loans, will comply with all applicable U.S. state and federal laws and regulations. Customer is solely responsible for ensuring that its website(s) and Customer's use of the Service comply with all applicable state and federal laws and regulations, and Customer agrees to provide Ellie Mae with any necessary additions, deletions and modifications to its website(s) in order to comply with such laws and regulations. Customer further represents and warrants that it will not use the Service for any unlawful purpose.

Article V: Prohibited Uses

Customer may not:

5.1 Utilize the CenterWise product in connection with any illegal activity. Without limiting the generality of this rule, Customer may not: (a) utilize the CenterWise product to upload, post, reproduce or distribute any information, software or other material (including text, graphics, music, videos or other copyrightable material) protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the written authorization of the owner of such rights; (b) utilize the CenterWise product in any way to express or imply that any opinions contained in Customer's electronic communications, including but not limited to its website(s), are endorsed by Ellie Mae; (c) utilize the CenterWise product to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party; (d) utilize the CenterWise product to traffic in illegal drugs, illegal gambling, obscene materials or any other products or services that are prohibited under applicable law; or (e) utilize the CenterWise product in any manner that violates applicable laws or regulations, including any laws or regulations applicable to the use of any Ellie Mae products or services in marketing Customer's products and services and in the origination and processing of loans.

5.2 Utilize the CenterWise product in connection with any tortious or actionable activity. Without limiting the generality of this rule, Customer may not: (a) utilize the CenterWise product to publish or disseminate information that (i) constitutes slander, libel or defamation, (ii) publicizes the personal information or likeness of a person without that person's consent or (iii) otherwise violates the privacy rights of any person; or (b) utilize the CenterWise product to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that violate applicable laws or regulations.

5.3 Utilize the CenterWise product in connection with any other disruptive or abusive activity. Without limiting the generality of this rule, Customer may not: (a) post messages or software programs that consume excessive CPU time or storage space; or (b) utilize the CenterWise product to, or in any manner that could (i) cause denial of service attacks against Ellie Mae or other network hosts or Internet users or to otherwise degrade or impair the operation of Ellie Mae's servers and facilities or the servers and facilities of other network hosts or Internet users; (ii) resell access to Common Gateway Interface scripts installed on Ellie Mae's servers; (iii) subvert, or assist others in subverting, the security or integrity of any Ellie Mae systems, facilities or equipment; (iv) gain unauthorized access to the computer networks of Ellie Mae or any other person; (v) provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; (vi) distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the CenterWise product; (vii) conduct port scans or other invasive procedures against any server (except any server for which Customer is an authorized system administrator); (viii) distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam; (ix) solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam; (x) subject Ellie Mae to unfavorable regulatory action, subject Ellie Mae to any liability for any reason, or adversely affect Ellie Mae's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by Ellie Mae in its sole discretion; or (xi) interrupt or interfere with the Internet usage of other persons.

Article VI: Violations

6.1 Disclaimer. Ellie Mae expressly disclaims any obligation to monitor its customers and other users with respect to violations of Article V herein. Ellie Mae has no liability or responsibility for the actions of any of its customers or other users or any content any user may post on any website.

6.2 Reporting Copyright Violations. Ellie Mae complies with the Digital Millennium Copyright Act ("DMCA"). Ellie Mae encourages all of its users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA to: DMCA Notices, Attention: Legal Department, Ellie Mae, Inc., 4420 Rosewood Drive, Suite 500, Pleasanton, CA 94588.

Article VII: Reservation of Rights; Remedies. Ellie Mae reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving Ellie Mae's products and services, Customer and other users. Ellie Mae reserves all other rights to respond to violations of Article V to the fullest extent permitted under applicable law and/or in accordance with the Agreement. In the event of any breach, or reasonably anticipated breach, by Customer of Article V, any of the representations and warranties set forth in Article IV, or any other provision of the Agreement, in addition to any other remedies available at law or in equity or pursuant to the Agreement, Ellie Mae will have the right, in Ellie Mae's

sole discretion, to immediately take any of the following actions (a) warning Customer, (b) suspending Customer from the use of the WebCenter feature or use of the Service, (c) terminating Customer from the use of the WebCenter feature or the use of the Services, (d) removing the offending content and/or (e) suspend immediately Customer's further access to the Services.

THE ENCOMPASS DOCS SOLUTION EXHIBIT

The following terms shall apply to the use of Ellie Mae's Encompass Docs Solution, which is included as a feature of the Services provided under this Agreement:

Article I: Definitions

Unless otherwise provided within this Exhibit, all terms used herein shall have the meanings set forth in the Agreement.

- 1.1 **"Closing Documents Package"** shall mean the set of Loan Documents prepared by Customer using the Software to document the closing of a residential mortgage loan transaction including, but not limited to, promissory notes, mortgages, deeds of trust and any disclosures required by federal or state law to be delivered to borrowers at the time of loan closing.
- 1.2 **"Custom Form"** shall mean a document for which Ellie Mae has created a Programmed Form at the request of Customer and which document is not a Standard Form.
- 1.3 **"Loan Documents"** shall mean those documents prepared by Customer utilizing the Software and the Programmed Forms.
- 1.4 **"Loan Programs"** shall mean the various residential mortgage loan products offered by Customer which products are differentiated by category, including, without limitation, size of loan (e.g., conforming, jumbo), investor (e.g., Fannie Mae, Freddie Mac, GNMA, private investor), insurer or guarantor (e.g., FHA, VA, USDA/RHS), and lien priority (e.g., first lien, junior lien), etc.; *provided, however*, Loan Programs shall not include loan types or programs not supported by Ellie Mae's Encompass Docs Solution, including, but not limited to, housing finance authority loans, construction loans, co-op loans or so-called "predatory" or high cost loans, reverse annuity loans, pledged asset account loans, mobile home loans, shared appreciation mortgages, loans to trusts or other entities other than natural persons, or loans under \$5,000 unless otherwise agreed to in writing.
- 1.5 **"Programmed Forms"** shall mean the computerized form of the documents created by Ellie Mae and programmed in the Software and consisting of (a) those programmed loan forms created by Ellie Mae from Standard Forms and (b) those programmed loan forms created by Ellie Mae for Customer from Custom Forms.
- 1.6 **"Rules"** shall mean the computer logic utilized by the Software to select Programmed Forms appropriate for a specific transaction as described in Section 2.2.
- 1.7 **"Software"** shall mean the Encompass® Software licensed to Customer pursuant to this Agreement.
- 1.8 **"Software Documentation"** shall mean any manuals, training materials, guides and performance standards or other written or printed technical or explanatory material in tangible medium or in digital electronic form provided, or otherwise made available, to Customer by Ellie Mae from time to time regarding the Software.
- 1.9 **"Standard Forms"** shall mean Ellie Mae's standard set of mortgage loan documents for which Ellie Mae has created Programmed Forms including, but not limited to, Fannie Mae, Freddie Mac, FHA, VA, USDA/RHS and other form documents in the public domain, as well as form documents to the extent that the format and content are specified by federal or state law, but not including specific forms requested, required or supplied by, investors other than Fannie Mae or Freddie Mac. Except as set forth in the preceding sentence, no form in any language other than English shall be deemed a Standard Form. A form shall not be deemed a Standard Form unless it is available for and is in general use in its unmodified form by Ellie Mae customers. Without limiting the generality of the foregoing, any form which bears a form name or designation in the document footer which begins with the letter "L" or "I" shall in no event be deemed a Standard Form.
- 1.10 **"System Requirements"** shall mean the computer hardware equipment and operating system software necessary to utilize the Software, as identified in the Software Documentation, and as may be modified by Ellie Mae from time to time upon reasonable notice.
- 1.11 **"Updates"** shall mean upgrades, modifications, or updates by Ellie Mae to existing Software, including Programmed Forms, or Software Documentation, or new features or functions developed for existing Software based on changes in statutory or regulatory requirements.

Article II: Documentation Services Provided by Ellie Mae

- 2.1 **Programmed Forms.** Except as set forth in Section 2.5 hereof, Ellie Mae shall create and maintain the Programmed Forms necessary for Customer to prepare the appropriate Loan Documents for each Loan Program. All Programmed Forms shall be in the English language unless otherwise agreed in writing.
- 2.2 **Rules.** Ellie Mae shall program Rules within the Software to ensure that the appropriate Loan Documents are prepared by Customer for each of its Loan Programs and printed in the appropriate Closing Documents Packages. Such Rules shall be changed from time to time by Ellie Mae to accommodate changes in Loan Programs, government-sponsored enterprise ("**GSE**") (e.g., Fannie Mae and Freddie Mac) loan origination guidelines and relevant federal and state statutes and rules.
- 2.3 **Loan Document Production.** Upon receipt of a set of data for a specific loan properly transmitted from Customer, Ellie Mae shall process the data and provide data back to Customer. Upon Customer's receipt of the processed data, the Software will merge the data with the appropriate Programmed Forms in accordance with the Rules and begin to deliver completed Loan Documents to Customer's designated laser printer. Customer specifically acknowledges that it has, pursuant to the Rules, determined the applicable mortgage, deed of trust, promissory note and loan agreement, if any, that will be used for each Loan Program offered by Customer. Following Customer's review of the Loan Documents, Customer will utilize the Software to modify the Loan Documents.

2.4 Maintenance of Standard Forms. Ellie Mae shall use commercially reasonable efforts to monitor any changes in federal GSE loan origination guidelines and pertinent federal and state statutes and regulations as, and to the extent, the same pertain to the form and content of the Standard Forms for the Loan Programs. Ellie Mae shall use commercially reasonable efforts to modify existing Standard Forms or create new Standard Forms to satisfy such changes in pertinent federal and state statutes and regulations.

2.5 Custom Forms; Warranty. At the request of Customer and if required by Customer, Ellie Mae may create and maintain Custom Forms subject to the terms and conditions set forth herein at Ellie Mae's then-current fees. Custom Forms may be in addition to or in substitution of any Standard Forms. For any Standard Form that is provided or required by a government agency or a GSE, but which becomes obsolete or otherwise no longer supported by such government agency or GSE, Customer's request for continued use of such form shall be deemed a Custom Form. Customer shall have sole responsibility for the form, content and legal sufficiency of all of its Custom Forms. Ellie Mae's duty shall be strictly limited to produce Customer's Custom Forms in accordance with mutually agreed upon written specifications; and when produced by the Software, Ellie Mae warrants for the period of time set forth in Section 3.2 herein, that such Custom Forms shall be in accordance with the agreed upon written specifications. All Custom Forms shall be reviewed and approved by Customer prior to being used to ensure that they meet with Customer's specifications. Notwithstanding anything herein or in the Agreement stated to the contrary, Customer's use of such Custom Forms shall be deemed Customer's acceptance of such Custom Forms. Customer assumes all responsibility and will indemnify Ellie Mae in connection with any claim of infringement, misappropriation, or misuse of trademarks, service marks, copyrights, patent rights, trade secrets, other intellectual property rights or privacy rights arising from or relating to the use or publication of any Custom Form. Ellie Mae shall not be required to provide Updates to such Custom Forms. Article V herein shall not apply to Custom Forms. Notwithstanding anything herein or in the Agreement stated to the contrary, Ellie Mae's warranty as to Custom Forms shall be limited to the warranty set forth in this Section 2.5.

2.6 Customer Service Support. Ellie Mae shall provide or cause others to provide Customer with telephone access to Ellie Mae's customer technical support personnel Monday through Friday, from 6:00 a.m. to 5:00 p.m., Pacific Time, excluding federal holidays, for the purposes of supporting Customer's use of the Software. System Requirements and any and all communications lines are the sole responsibility of Customer.

Article III: Obligations of Customer

3.1 Provide System Requirements. Customer shall provide, at its own expense, the hardware and an operating system that meets or exceeds the System Requirements, as such may be revised from time to time by Ellie Mae upon no less than thirty (30) days' prior written notice to Customer.

3.2 Review of Loan Documents. Within ninety (90) days after Customer first uses the Software to produce Loan Documents (even if such Loan Documents are prepared as a test or sample), Customer agrees to fully test the Loan Documents and the Closing Documents Packages for each Loan Program, including each variable for each Loan Program, to ensure that the form and content of the Loan Documents as well as the content of the Closing Documents Packages is satisfactory to it and that all data are placed in the Loan Documents in a manner satisfactory to Customer. Customer agrees to notify Ellie Mae, in writing, of defects, if any, in such Loan Documents and Closing Documents Packages within such ninety (90) day period, and if Customer does not notify Ellie Mae within such ninety (90) day period, then Customer shall be deemed to have approved such Loan Documents and Closing Documents Packages. If Customer notifies Ellie Mae, in writing, of any defect within such ninety (90) day period, then Ellie Mae will correct such defect and, upon its receipt of notification that the defect has been cured, Customer shall have another thirty (30) day period to fully test the Loan Documents and the Closing Documents Packages for each Loan Program, including each variable for each Loan Program, to ensure that the form and content of the Loan Documents and the Closing Documents Packages is satisfactory to it and that all data are placed in the Loan Documents and the Closing Documents Packages in a manner satisfactory to Customer. Customer agrees to notify Ellie Mae, in writing, of defects, if any, in such Loan Documents, and Closing Documents Packages within such thirty (30) day period, and if Customer does not notify Ellie Mae within such thirty (30) day period, then Customer shall be deemed to have approved such Loan Documents and Closing Documents Packages.

3.3 Unauthorized Practice of Law. In order to protect Customer and Ellie Mae from charges that either Customer or Ellie Mae are or have engaged in the unauthorized practice of law in the course of performing their respective duties and obligations hereunder, Customer agrees not to use the Software or the Encompass Docs Solution to prepare mortgages, deeds of trust, promissory notes, deeds or other documents affecting title to real property in states where Customer is prohibited from doing so. Notwithstanding the foregoing, if applicable state law or interpretations thereof permit Customer to prepare mortgages, deeds of trust, promissory notes, deeds or other documents affecting title to real property so long as a licensed attorney reviews, approves, and/or revises, as appropriate, such documents after they have been prepared, Customer may use the Software and the Encompass Docs Solution to prepare such documents provided that the same are reviewed and approved by an attorney licensed in that jurisdiction. **BY EXECUTING THE AGREEMENT, CUSTOMER ACKNOWLEDGES ITS UNDERSTANDING AND HEREBY AGREES THAT ITS USE OF THE SOFTWARE AND/OR THE ENCOMPASS DOCS SOLUTION IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.**

Article IV: Limitation of Warranties

4.1 EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN ARTICLES II AND V OF THIS EXHIBIT, THE PROGRAMMED FORMS PROVIDED PURSUANT TO THIS EXHIBIT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY NATURE. ELLIE MAE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF ELLIE MAE HAS BEEN INFORMED OF SUCH PURPOSE, AS WELL AS ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR CUSTOM OF TRADE WITH RESPECT TO THE PROGRAMMED FORMS AND ANY OTHER MATERIALS PROVIDED PURSUANT TO THIS EXHIBIT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ELLIE MAE OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE WARRANTY PROVISIONS IN SECTION 4.1 OF THE AGREEMENT SHALL NOT APPLY TO THE CLOSING DOCUMENT PACKAGES, THE PROGRAMMED FORMS AND/OR THE OTHER MATERIALS OR SERVICES PROVIDED BY THIS EXHIBIT.

4.2 Remedies. NOTWITHSTANDING ANYTHING HEREIN OR IN THE AGREEMENT STATED TO THE CONTRARY, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MUST SUBMIT ANY CLAIM ALLEGING A MATERIAL BREACH OF ANY OF ELLIE MAE'S WARRANTIES SET FORTH IN THIS

EXHIBIT IN WRITING WITHIN 90 DAYS FROM THE DATE CUSTOMER FIRST DISCOVERS THE ALLEGED MATERIAL BREACH IF THE MATERIAL BREACH RELATES TO ONE OR MORE OF THE WARRANTIES RELATING TO THE USE OF THE PROGRAMMED FORMS. UPON ELLIE MAE'S RECEIPT OF A WRITTEN NOTICE FROM CUSTOMER DURING THE TERM OF THIS AGREEMENT ALLEGING A MATERIAL BREACH OF ANY OF ELLIE MAE'S WARRANTIES SET FORTH IN THIS EXHIBIT, ELLIE MAE SHALL PROMPTLY INVESTIGATE THE ALLEGED BREACH. IF ELLIE MAE DETERMINES THAT A MATERIAL BREACH HAS OCCURRED, THEN ELLIE MAE SHALL REPAIR OR REPLACE THE DEFECTIVE LOAN DOCUMENT OR PROGRAMMED FORM SO AS TO CURE SUCH BREACH IN ALL MATERIAL RESPECTS.

Article V: Compliance with Applicable Laws. Except as to Custom Forms, which are governed by Section 2.5, Ellie Mae warrants that the Loan Documents will comply with (a) the Federal Truth in Lending Act, including but not limited to the calculation of the APR, (b) the Real Estate Settlement Procedures Act, (c) the mortgage lending statutes applicable to creditor entity type shown in the worksheet completed by Customer ("entity type") in the respective states in which the Loan Documents are intended to be used and (d) with respect to any Loan Documents that are required to be recorded, the applicable format requirements required by a county or other applicable governmental entity in order for such Loan Documents to be maintained in such governmental entity's records. Ellie Mae's warranty hereunder is subject to and contingent upon: (i), with respect to compliance with the Federal Truth in Lending Act, Customer's having properly and accurately designated within the Software whether each fee charged in connection with the loan is to be treated as a finance charge or a non-finance charge; (ii) Customer's having properly and accurately provided to Ellie Mae all necessary information for the correct entity type Software setup; and (iii) Customer's having properly and accurately input all data that affects compliance with the various statutes and regulations specified in the preceding sentence.

THE ENCOMPASS COMPLIANCE SERVICE EXHIBIT

The following terms shall apply to the use of Ellie Mae's Encompass Compliance Service, which is included as a feature of the Services provided under this Agreement:

Article I: Definitions

Unless otherwise provided within this Exhibit, all terms used herein shall have the meanings set forth in the Agreement.

- 1.1 "Compliance Specifications"** shall mean Ellie Mae's standard compliance reviews, comparisons, tests, functions and calculations used within the Encompass Compliance Service to provide compliance reviews of Customer Data.
- 1.2 "Encompass Compliance Service"** shall mean the compliance reviews provided by Ellie Mae, which may be modified from time to time, but which currently include the following compliance reviews from which Customer may choose to submit loans processed using the Encompass Software: Federal Truth in Lending Act Tolerance Tests and MDIA; Federal Ability-to-Repay/Qualified Mortgage Review, Federal (HOEPA), State, and Local High Cost APR and Points and Fees Thresholds Review; Federal Higher Priced Mortgage Review; State Consumer Credit Law Review; Home Mortgage Disclosure Act (HMDA) Review; and the GSE Requirements consisting of the Fannie Mae Points & Fees, Approved Freddie Mac Points & Fees.
- 1.3 "Processed Loan"** shall mean Customer Data describing an underlying loan file that is submitted to the Encompass Compliance Service for processing and for which the Encompass Compliance Service has returned or will return a result.

Article II: The Encompass Compliance Services

2.1 The Encompass Compliance Service. Subject to the terms and conditions of this Exhibit and the Agreement, during the term of the Agreement, Ellie Mae will provide Customer an automated review of Customer Data Customer submits for compliance review through its use of the Encompass Compliance Service function within the Encompass Software. There is no limit on the number of Processed Loans submitted by Customer through the Encompass Compliance Service.

2.2 Customer Obligations. In addition to its other obligations in the Agreement, Customer shall be responsible for the following: (a) providing to Ellie Mae, in a timely manner, all information, data (including Customer Data) and cooperation reasonably requested by Ellie Mae; (b) access to Customer's decision makers and subject matter experts, all as reasonably required to enable Ellie Mae to provide the Encompass Compliance Service; (c) ensuring the accuracy and completeness of the Customer Data; (d) using the Encompass Compliance Service in accordance with Ellie Mae's then current usage policies, documentation and instructions; and (e) correctly entering, importing or otherwise submitting Customer Data into the Encompass Software, including correctly mapping loan fees directly to the Encompass Compliance Service. Other than the Managed Environment provided to Customer by Ellie Mae under the Agreement, Customer, at its sole cost and expense, shall be responsible to provide, install, operate and maintain all other resources on its network as required for Ellie Mae to provide the Encompass Compliance Service under the Agreement.

Article III: Compliance Warranty

3.1 Warranty. Ellie Mae represents and warrants that, subject to the Warranty Limitations set forth below in Section 3.2, in conducting the Encompass Compliance Service (a) Customer Data will be processed substantially in accordance with Ellie Mae's Compliance Specifications for the Encompass Compliance Service reviews chosen by Customer and (b) the Encompass Compliance Service will operate substantially in conformance with all such Compliance Specifications.

3.2 Warranty Limitations. Notwithstanding anything in this Exhibit or the Agreement to the contrary, Customer remains solely responsible for ensuring that its business activities comply with applicable laws, rules or regulations ("Applicable Laws"). Ellie Mae is not liable for warranty breaches caused by (a) errors by Customer or by a third party in mapping Customer Data directly to the Encompass Compliance Service; (b) errors by Customer or by a third party in manually entering Customer Data into the Encompass Software; (c) Customer's other misuse of the Encompass Compliance Service; (d) problems or defects in hardware, software, databases, or networks external to the Encompass Software or the Encompass Compliance Service; (e) problems or defects in Customer Data, including inaccurate or incomplete loan data, or any data obtained from a governmental or regulatory agency to the extent such data is inaccurate, incomplete or not current; or (f) any failure by Customer to comply with its obligations and responsibilities set forth in the Agreement. Customer acknowledges that it remains primarily responsible to discharge its due diligence activities with respect to the Processed Loans for which it utilizes the Encompass Compliance Service, and that Ellie Mae is only assisting Customer to do so under this Agreement. Customer is responsible for reviewing the results of the Encompass Compliance Service and acting in relation to such results. Customer acknowledges and agrees that notwithstanding any other warranties set forth in the Agreement, the warranties and their limitations set forth in Sections 3.1 and 3.2, respectively, shall control regarding the Encompass Compliance Service.

3.3 Modifications to the Encompass Compliance Service. Ellie Mae will use commercially reasonable efforts to timely modify the Compliance Specifications to reflect changes in Applicable Laws for those compliance reviews covered by the Encompass Compliance Service and/or changes in Ellie Mae's operating procedures. Further, Ellie Mae reserves the right to change, modify, upgrade, replace, reconfigure or relocate the Encompass Compliance Service, provided that Ellie Mae continues to provide the Encompass Compliance Service substantially in accordance with the requirements of this Exhibit.

3.4 ACKNOWLEDGEMENT AND DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ENCOMPASS COMPLIANCE SERVICE IS INTENDED TO ASSIST CUSTOMER IN COMPLYING WITH APPLICABLE LAWS, AND THAT CUSTOMER SHALL REMAIN FULLY RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS. EXCEPT FOR THE COMPLIANCE WARRANTY IN SECTION 3.1, THE ENCOMPASS COMPLIANCE SERVICE IS PROVIDED "AS IS" AND ELLIE MAE MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED REGARDING THE ENCOMPASS COMPLIANCE SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT THE ENCOMPASS COMPLIANCE SERVICE WILL RESULT IN CUSTOMER'S COMPLIANCE WITH ALL APPLICABLE LAWS, THAT THE ENCOMPASS COMPLIANCE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT THE ENCOMPASS COMPLIANCE SERVICE WILL MEET THE REQUIREMENTS OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ENCOMPASS COMPLIANCE SERVICE DOES NOT INCLUDE, AND ELLIE MAE IS NOT PROVIDING, LEGAL SERVICES OR LEGAL ADVICE TO CUSTOMER UNDER THIS EXHIBIT AND/OR THE AGREEMENT.



Sussex County Federal Credit Union aka Tidemark FCU
CID 11175160

Statement of Work (SOW)

Encompass® Custom Implementation Service

Ellie Mae, Inc.
CONFIDENTIAL
v09-2016.1

Prepared by – Amy Shaw

1. INTRODUCTION

This Statement of Work ("SOW") supplements, is attached to, and is incorporated into the Encompass Agreement ("Agreement") by and between Ellie Mae, Inc., a Delaware corporation with principal offices at 4420 Rosewood Drive, Suite 500 Pleasanton, CA 94588 ("Ellie Mae"), and Sussex County Federal Credit Union aka Tidemark FCU ("Customer"), and describes the work to be performed by Ellie Mae related to the implementation of the Encompass suite of products purchased by Customer under the Agreement (the "Implementation Services").

2. TERM

This SOW shall have a term commencing on the date of the date indicated on the Order Form attached to this SOW (the "Effective Date") and continue until the acceptance of the last Deliverable pursuant to this SOW for each service.

Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this SOW, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptance in order that each party may properly accomplish its obligations and responsibilities. Any delay in the implementation process pursuant to this SOW that is caused by the Customer will likely cause an excusable delay on the part of the Services provided by Ellie Mae under this SOW and may result in additional charges being billed to Customer on a time and materials basis at Ellie Mae's then-current rate, which is currently Two-Hundred Twenty Five United States Dollars (\$225.00 USD) per hour.

3. SERVICES

Ellie Mae agrees to provide Customer Implementation Services for the following products:

- Encompass software
- Encompass Compliance Service™ ("ECS")
- Encompass Docs Solution™ ("EDS")

4. PROJECT APPROACH AND DELIVERABLES

Provided Customer fulfils all obligations and provides requested resources on a timely basis, Ellie Mae shall perform the defined activities and prepare the deliverables as described in the following table.

Service	Deliverables	Basis of Acceptance
Encompass software implementation	Using a phased approach (see Appendix A, Implementation Phases), the Ellie Mae Implementation Consultant (" <u>IC</u> ") will provide configuration and testing assistance to enable Encompass settings as shown in Appendix B This service will end on the first day of Encompass deployment in Customer's environment, at which point post-deployment support will commence.	Sometime during the testing phase and when both project teams agree that the Customer is ready to start generating live loans, Ellie Mae will send Customer an email which will seek confirmation of Customer's readiness to go live. Customer has five (5) days to request changes. If Customer does not provide a written response to Ellie Mae by the end of the five (5) day period, this deliverable will be deemed accepted.
Post-deployment support	Commencing on the first day of Encompass deployment in Customer's environment, Ellie Mae will provide post deployment support of up to forty (40) hours remote support and up to three (3) days of onsite knowledge transfer for up to eight (8) weeks.	This service will be deemed accepted after eight (8) weeks of Encompass deployment, or upon delivery of forty (40) hours remote support and three (3) days onsite knowledge transfer, whichever occurs first.
EDS	Ellie Mae Docs Specialist will work with Customer's project	When the watermark is removed and the

implementation	<p>team to assist with implementation of EDS. Tasks include:</p> <ul style="list-style-type: none"> Kick off, settings, Administrative settings, testing planning, and testing Q&A calls Watermark removal Up to two (2) hours of EDS post deployment support or thirty (30) after watermark removal, whichever comes first <p>This service will cover:</p> <ul style="list-style-type: none"> Up to five (5) Form Selection Change Request submissions Up to five (5) Settings changes Up to five (5) Alt Lenders Up to five (5) two (2)- page custom docs 	<p>Customer is ready to draw Closing Docs, Ellie Mae will send Customer an email which will seek confirmation of Customer's readiness to deploy EDS. Customer has five (5) days to request changes. If Customer does not provide a written response to Ellie Mae by the end of the five (5) day period, this service will be deemed accepted.</p>
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5. FEES AND PAYMENT

Total Professional Services Charges - **\$45,900.00 (USD)** plus applicable taxes and incidental expenses

This is a fixed-price agreement and will be billed according to the terms of the Agreement. This SOW shall expire at the end of the term of this SOW and the Customer shall not be entitled to any refund.

5.1. INCIDENTAL EXPENSES

Customer shall reimburse Ellie Mae for material(s) and reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Implementation Services at cost. Expenses incurred by Ellie Mae will be submitted to Customer for review and reimbursement on monthly basis.

6. CUSTOMER OBLIGATIONS

Customer agrees to the following, to enable Ellie Mae to perform the services described in this SOW.

- Customer shall provide access to a dedicated Customer Project Lead and Customer Project Team members who can provide sufficient information on current processes and practices and represent the various roles within the lending process.
- Customer shall assign a System Administrator(s) to support the long term use of the Ellie Mae product(s) after deployment. The system administrator should have a good understanding of the Customer's processes, policies and procedures to support the use of Encompass and is empowered or have direct access to decision makers, IT support, and policy makers.
- Customer to take required trainings, attend all prescheduled meetings and complete their responsibility of the project on predetermined set schedule.
- Customer shall provide physical facilities for meetings and training sessions, including a projector.

Confidentiality. This SOW shall be governed by the confidentiality provisions set forth in the Agreement.

7. CHANGE REQUEST PROCESS

Whenever Ellie Mae determines that the scope of the services has exceeded the scope set forth in this SOW, Ellie Mae shall prepare a Change Request document. The Change Request document will outline the following:

- Project impact on cost and time line
- Describe change reason of the delay and/or cost increase

Any change requests will be documented and signed off by Ellie Mae and Customer as acknowledgement of the revisions to project cost and/or time line in a Change Request form, a copy of which is attached hereto as Appendix C.

This change request process is the primary vehicle for containing scope and ensuring that the project teams have the opportunity to make timely, informed decisions to any item that may affect cost, time and scope. The goal is to identify potential changes early, document them carefully and resolve such changes at the appropriate levels of responsibility. Changes are defined as work items not originally planned for as defined in this SOW or for changes in the estimated cost and time to complete the original project work items.

The process to be employed in order to address a project scope change is as follows:

- i. Identify and agree that the work is outside the scope of this SOW
- ii. Ellie Mae will provide Customer with an estimate on the impact (cost and time) of the project change to the original project schedule and cost through use of the attached Change Request form.
- iii. Customer will review the Change Request form and determine if it is accepted as is or will suggest any needed revisions.
- iv. Once agreed by the parties, the Change Request form will be executed by Ellie Mae and Customer before any work commences and which Change Request form will be attached to this SOW.

APPENDIX A – THE IMPLEMENTATION PHASES

Phase 1 Introduction Phase

- Ellie Mae will contact the Customer Project Team Lead/Manager to schedule the project kick-off. During the kick-off meeting, roles and responsibilities of the Project Team members will be discussed as well as the scope of implementation.
- In preparation for the Discovery and Configuration phases, it is recommended that the Customer Project Team gathers all checklists and reports used by each mortgage lending department on a daily basis.
- It is strongly recommended that the core Customer Project team members attend the following web-based, free-of-charge training classes in preparation for the Discovery Phase. Class schedules, descriptions, and registration information are available on the Ellie Mae Resource Center. Additional classes can be taken throughout the implementation project based on the needs of the Customer and recommendations of Ellie Mae.

Phase 2 Discovery/Requirement Gathering/Configuration Phase

- The purpose of the in-depth discovery is to obtain a detailed look at Customer's business structure, and life of loan processes to ensure Ellie Mae obtains a clear picture of the Customer's business model. These findings may directly impact the implementation.
- It is vital that all custom disclosures, documents, and mission critical daily reports are identified and addressed. Ellie Mae will provide direction as to how to prepare and use these items within Encompass.
- Customer will be required to document business decisions and details in data requirement gathering workbook and provide to Ellie Mae representative in a timely manner.
- Upon completion of the Discovery/Requirement Gathering portion of the project, Ellie Mae Professional service will configure Encompass per the clients requested specifications.
- Ellie Mae will provide remote assistance during this phase of the project.

Phase 3 Testing Phase

Below is the plan to ensure proper testing has occurred before your first phase of deployment.

- User Acceptance Testing – Within the project plan will be time scheduled for the Customer project team to test the setup completed to ensure the system is ready for deployment.
- The testing phase typically spans a minimum of four (4) weeks.
- To ensure that the system is fully tested, it is recommended that Customer provide a conference room for the testing team.



Client Name: Sussex County Federal Credit Union aka Tidemark FCU
Client ID Number: 11175160

Listed below are free of charge web-based classes and video tutorials, which can be found on the Encompass Resource Center and Ellie Mae Learning. Additional classes and videos are also available and can be taken (or viewed) as needed. Testing team members can leverage these resources when they have questions during testing as well as leverage the Customer Project Team members.

Training Classes available on Ellie Mae Learning	Video Documentation (Tutorials)
2016 Encompass Essentials: Loan Origination Essentials Part 1	Take a Tour of Encompass
2016 Encompass Essentials: Loan Origination Essentials Part 2	Getting Help with Encompass
2016 Encompass Essentials: Loan Processing Essentials	The Home Page
2016 Encompass Essentials: eFolder Essentials	The Pipeline
2016 Admin Essentials: WebCenter	The Dashboard
2016 Admin Contacts	The Loan Log
2016 Admin Essentials: Company Set up	Originating Loans
2016 Admin Essentials: Personas and User Groups	The 1003 Form
2016 Admin Essentials: Milestones	Ordering Credit
2016 Admin Essentials: eFolder	Ordering Appraisals
2016 Admin Essentials: Loan Setup	The 2015 Itemization Input Forms
2016 Admin Essentials: Business Rules	ATR/QM Management Tool
2016 Admin Essentials: Loan Templates	Underwriting
2016 Admin Essentials: Tables & Fees	The Closing Process
2016 Admin Essentials: System Administration	Funding
2016 Encompass Essentials: Underwriting Essentials	Shipping
2016 Encompass Essentials: Closing Essentials	Interim Servicing and Purchase Advice
2016 Encompass Essentials: Finding Help	
2016 Admin Essentials: Disclosures	
2016 Admin Essentials: Compliance	
2016 Admin Essentials: Secondary	
2016 Admin Essentials: Advanced Secondary	

APPENDIX B – ENCOMPASS SETTINGS MATRIX

Section	Setting	Custom
Company/User Setup	Company Information	X
	Services Password Management	X
	Personas	X
	Organizations/Users	X
	Roles	X
	Milestones	X
	User Groups, as need arises	X
External Company Setup	Company Details	X*
	TPO Settings	
	TPO Reassignment	
	TPO Custom Fields	
	All TPO Contact Information	
	if using TPO Webcenter	X
Loan Setup	Auto Loan Numbering	X
	Auto MERs MIN Numbering	X
	Loan Folders	X
	Loan Duplication	X
	Alerts	X
	Logs	X
	Tasks	X
	Default Input Forms	X
	Condition Forms	X
	Custom Print Forms	X
	Print Form Groups	X
	Loan Custom Fields	X
	Channel Options	X
	RESPA	X
	Change in Circumstance Setup	X
	Disclosure Tracking Settings	X
	Compliance Calendar	X
	2009 GFE Print	
	Trustee List	X
	Piggyback Loan Synchronization	X
	Privacy Policy	X

Section	Setting	Custom
	Zip Code Setup	X
	NMLS Report Setup	X
	Verification Contact Setup	X
eFolder Setup	Document Conversion	X
	Documents	X
	Document Export Templates	X
	Document Groups	X
	Document Stacking Templates	X
	Document Identification	X
	Conditions	X
	Condition Sets	X
	Post-Closing Conditions	X
	Post-Closing Condition Sets	X
	HTML Email Templates	X
	WebCenter Configuration	X
Docs Setup	eDisclosure Packages	X
	eDisclosure Plan Codes	X
	eDisclosure Stacking Templates	X
	Closing Doc Plan Codes	X
	Closing Doc Stacking Templates	X
	Compliance Audit Settings	X
Secondary Setup	Product & Pricing (*if using a pricing engine)	X*
	Secondary Lock Fields	X
	Lock Request Additional Fields	X
	Investor Templates	X
	Trade Management Fields	X
	Adjustment Templates	X
	Lock Desk Setup	X
	SRP Templates	X
	Funding Templates	X
	Servicing	X
	Purchase Advice Form	X
	Loan Pricing Decimal Places	X
Contact Setup	Borrower Custom Fields	X
	Borrower Contact Status	X
	Borrower Contact Update	X
	Business Custom Fields	X
	Business Categories	X

Section	Setting	Custom
	Public Business Contact Groups	X
	Email Server Settings	X
Loan Templates	Loan Programs	X
	Closing Costs	X
	Input Form Sets	X
	Settlement Service Providers	X
	Affiliated Business Arrangement	X
	Document Sets	X
	Task Sets	X
	Data Templates	X
	Loan Template Sets	X
	Default Template Settings	X
Tables and Fees	Escrow	X
	Title	X
	HELOC Table	X
	MI Table (*FHA/VA Sync Only)	X
	FHA County Limits	X
	City Tax	X
	State Tax	X
	User Defined Fee	X
	Itemization Fee Management	X
	LO Compensation	X
Business Rules	Loan Folder Business Rules	X
	Milestone Completion	X
	Field Data Entry	X
	Field Triggers	X
	Automated Conditions	X
	Persona Access to Fields	X
	Persona Access to Loans	X
	Role Access to Documents	X
	Input Form List	X
	Loan Form Printing	X
	Print Auto Selection	X
	Appraisal Order Management	X
	LO Compensation Rule	X
Additional Services	eDocument Management	X
	Company Status Online	X

	eDisclosure Fulfillment (Must sign up for this service)	X
Section	Setting	Custom
	Compliance Review Setup	X
	4506-T (if purchased)	X
	TQL Services (if signed up for investor submissions; a TQL specialist will assist client)	X
	Appraisal Service (Must setup an account with BluePay)	X
	Title Service	X
	Fraud Service (must sign up for this service)	X
	Fannie Mae Services (must sign up for this serv	X
	Flood Service (must sign up for this service)	X
	Valuation Service (must open an account with Corelogic's CCVP program)	X
Other Settings	WebCenter Administration	X
	Admin Tools	X
	Reports	X
	Dashboard	X
	Input Form Builder*	

* Implementation assistance Input Form Builder is scoped separately. Tutorials available within Encompass Help and/or Ellie Mae Resource Center.

**Appendix C – Change Request Form
Change Request**

Project Name			
Original SOW/LOE Execution Date		Change Request Number	
Client ID		SFDC Opportunity ID	
Requested By (Ellie Mae, Inc.)		Requested By (Customer)	
Change Title			

Change Request Definition	
Description of Requested Change (Attach additional details, if needed)	
Reason for Change	

Change Request Evaluation Analysis	
Check all that apply	
<input type="checkbox"/> Project Schedule <input type="checkbox"/> Project Scope <input type="checkbox"/> Project Costs	<input type="checkbox"/> Product Deliverables affected <input type="checkbox"/> Configuration Items <input type="checkbox"/> Requirement Deliverables
Impact Description – Describe the impact for each of the items checked	

Additional Project Cost		
Item Description	Increase in Hours	Increase in Dollars
Total Net Change in Cost:		

This is a fixed-price agreement and will be billed according to the terms of the Agreement. This SOW shall expire at the end of the term of this SOW and the Customer shall not be entitled to any refund.

Upon approval by Customer and Ellie Mae, this Change Request becomes part of the original SOW and is subject to the terms and conditions of the original SOW.

Sussex County Federal Credit Union A.K.A Tidemark
FCU, CID11175160

Statement of Work (SOW)
Eight (8) Remote Training Sessions - Encompass
Training Services

Ellie Mae, Inc.
CONFIDENTIAL

Last Updated: March 27th, 2017
Michael Simon – Education Engagement Manager



This Statement of Work ("SOW") supplements, is attached to, and is incorporated into the Encompass Agreement ("Agreement") by and between Ellie Mae, Inc., a Delaware corporation with principal offices at 4420 Rosewood Drive, Suite 500 Pleasanton, CA 94588 ("Ellie Mae"), and Sussex County Federal Credit Union A.K.A. Tidemark FCU ("Customer"), and describes the work to be performed by Ellie Mae related to the implementation of the Encompass suite of products purchased by Customer under the Agreement (the "Training Services").

Services

Ellie Mae agrees to provide Customer training services for:

- Eight (8) Remote Encompass training sessions that are up to two (2) hours in length apiece. Remote training sessions will be delivered via Web Ex or similar platform.
 - Training topics may include: Introduction to Encompass / Encompass Overview, Origination, Processing, Underwriting, Closing/Funding, Secondary/Lock Desk, Milestones, and eFolder.
 - Specific end-user support logistics, training topics and participants to be determined by Customer and Product Trainer.
- Eight (8) hours training preparation to: Conduct meetings with Customer to discuss and validate training objectives, develop Customer-specific learning scenarios, verify Encompass configuration, Customer business processes, Workflows, Business Rules. Application Instructor prepares training environment, configures learning materials, stages loans, etc.

Term

This SOW shall have a term commencing on the date of the scheduled project kick-off meeting and continuing until the services are delivered, or 180 days – whichever is first.

Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this SOW, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptance in order that each party may properly accomplish its obligations and responsibilities. Any delay in the training process pursuant to this SOW that is caused by the Customer will likely cause an excusable delay on the part of the Services provided by Ellie Mae under this SOW and may result in additional charges being billed to Customer on a time and materials basis at Ellie Mae's then-current rate, which is currently at \$250 per hour.

Fees and Payment

Total Estimated Professional Services Charges

\$6,000.00 plus applicable taxes

This is a fixed-price agreement and will be billed according to the terms of the Agreement. Any services outside of this SOW will be charged on a time and materials basis at the Ellie Mae's then-current rate.

Incidental Expenses

Customer shall reimburse Ellie Mae for material(s) and reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Training Services at cost. Expenses incurred by Ellie Mae will be submitted to Customer for review and reimbursement on monthly basis.

The Training Process

The Encompass Application Instructor will engage with the Customer's Training Contact to setup a Training Plan call to mutually agree upon the delivery dates and Encompass learning topics for each training session.

Customer Obligations

Customer agrees to the following, to enable Ellie Mae to perform the services described in this SOW:

- User Acceptance Testing is complete and the system is ready for deployment, prior to commencing delivery under the Training Plan.
- Customer's Training Contact will have a thorough understanding of the Customer's processes, policies, procedures and use of Encompass for each end user's role | persona.
- Customer shall provide a suitable technical training facility, including a PC with high-speed internet connection for each participant, data projector and screen, a table (and, or lectern) with a high speed internet connectivity available for the Application Instructor.
- **Confidentiality.** This SOW shall be governed by the confidentiality provisions set for in the Agreement.

Warranty of Service

The Customer contracts with Ellie Mae to perform the Services specified in this SOW. The scope of this Service is limited to providing the deliverables stated in this SOW. This SOW will be governed by the terms and conditions set forth in the Agreement.