

## RAPID NETWORK ACCESS AND LICENSE AGREEMENT

This is Rapid Network Access and License Agreement (the “Agreement”), effective upon acceptance, between the California League Services Corporation, , a California corporation, doing business as Rapid (“Rapid”), and the Credit Union, acknowledging acceptance and agreement to the terms of this Rapid Network Access and License Agreement, (“Licensee” or “you”).

**Background.** Rapid is a network of real estate service providers that allows you to order and receive real estate services on Rapid’s Internet web site (<http://www.curapid.com>).

**Now, Therefore**, the parties agree as follows:

### 1) Definitions.

- a) “Document” means transmission of data over the Rapid Network.
- b) “Rapid Network” means the then current release of Rapid's communications network operated by Rapid for the credit union industry, including any documentation, software, related applications and communications systems.
- c) “Rapid Service” means any real property title insurance report, flood certification, mortgage loan settlement document, consumer credit report, appraisal or other property valuation or inspection report, or other mortgage loan origination or servicing product or service electronically transmitted by a Rapid Service Provider to you by means of the Rapid Network.
- d) “Rapid Service Provider” means an entity providing Rapid Services on the Rapid Network.

### 2) License.

- a) License. Rapid hereby grants, and you hereby accept, a non-transferable, non-exclusive and revocable license to use the Rapid Network in strict accordance with the terms and conditions of this Agreement (the “License”).
- b) This License is granted to you at no charge.

### 3) Term and Termination

- a) Term. This Agreement remains in force from the Effective Date until terminated as set out below.
- b) Termination. This Agreement may be terminated by either party, at any time, in the terminating party’s sole discretion and for any reason whatsoever, upon written notice to the non-terminating party.

- c) Rights and Obligations upon Termination. Upon termination of this Agreement, Licensee shall immediately cease using the Network,
- 4) Access to Network and Service Providers.
- a) Restrictions on Transfer by Licensee. The License and other rights granted to Licensee extend only to Licensee and shall not be assigned or otherwise transferred by Licensee to any third person or entity without Rapid's prior written consent.
  - b) Retention of Rights by Rapid. All proprietary rights and intellectual property rights, relating to the Rapid Network shall be and remain the exclusive property of Rapid. Licensee has no right relating to the Rapid Network except as a licensee under this Agreement.
  - c) Rapid's Right to Change the Rapid Network and Operating Policies. Rapid may modify any Rapid Service at any time upon email notice to Licensee. Rapid may establish operating policies to govern your use of the Rapid Network ("Operating Policies"). Licensee agrees to comply with such Operating Policies, as in effect at any given time. Rapid may modify or change such policies at its sole discretion, such changes to be effective upon communication over or posting on the Rapid Network. Rapid has no obligation to enforce the Operating Policies against any Rapid Service Provider, licensee, or any other person or entity.
  - d) Separate Agreement. Licensee shall maintain a separate contractual relationship with each Service Provider from which it desires a Service.
  - e) Transmission Standards; Notification. Network communications shall be transmitted in accordance with any standards and guidelines specified by Rapid.
  - f) Security. Licensee has established and will maintain security procedures that it deems necessary to ensure that all Document transmissions are authorized, protected from loss, corruption, or disclosure to any party other than the intended recipient and all Documents and Signatures are protected from improper access.
  - g) No Viruses. Licensee shall use all reasonable efforts to ensure that each Document originating from Licensee shall be transmitted free of all known bugs, viruses, so-called "time bombs" or other functions, routines, devices or instructions designed or available to create any unauthorized access to, or interruption in the functioning of, a Network or any Service Provider system.
  - h) Access Control. Licensee shall appoint not more than two persons (a "Control Person") to be the contact between Rapid and Licensee. Before accessing the Rapid Network, a Control Person, on behalf of Licensee, shall deliver to Rapid a list of the approved employees ("Approved Employees") who Licensee has authorized to have access to the Networks under this Agreement on behalf of Licensee. Upon receipt of the list of Approved Employees, Rapid shall prepare and send to such Control Person a User's

Identification Number and Password for each Approved Employee. Licensee shall keep a record of all such Approved Employees, including without limitation, the name and address of each Approved Employee and the date of approved access to the Network. Upon request, Licensee shall deliver to Rapid a copy of such record. All Approved Employees must be bona fide employees of Licensee.

- i) Licensee shall immediately notify Rapid in the event of any loss, theft, or unauthorized disclosure or use of the User's Identifications Number and Passwords. Rapid shall not be responsible for any misuse of such User's Identification Number and Passwords.
- j) Licensee shall notify Rapid within five (5) days of any change in any Control Person. Rapid is authorized and directed to release the User's Identification Number and Passwords to the designated Control Person, until Rapid has received and acknowledged receipt of the removal of the Control Person by Licensee. Such notice of removal of the Control Person must be signed by an authorized officer of Licensee. In the event of any dispute or uncertainty regarding the proper Control Person, then Rapid may suspend Licensee's rights under this Agreement until such matter is resolved.
- k) Service Providers. Rapid is acting only as a provider of a network that permits the Licensee to transmit and receive Documents. Rapid does not warrant or represent the quality, accuracy, or usefulness of the information received from the Service Providers. It is Licensee's sole responsibility to ensure that it is satisfied with the quality, accuracy and usefulness of the information provided under or through this Agreement. Rapid does not warrant or represent the reliability, accuracy, or performance of any Service Provider or the information provided by such Service Provider.

5) Licensee Representations and Warranties.

- a) Authority. Licensee hereby represents and warrants that it has all necessary governmental approvals to do business in all jurisdictions in which it conducts business and is in good standing in all such jurisdictions. Licensee hereby represents and warrants that it has all requisite power, authority and capacity to enter this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly authorized by all necessary action on behalf of Licensee. This Agreement will constitute a legally binding Agreement of Licensee, enforceable in accordance with its terms.
- b) Use of Rapid Network. Licensee hereby represents and warrants that:
  - (1) It will not use the Networks in any manner that would violate any law, statute, judgment, order, decree, rule or regulation of any federal, state or local governmental authority, judge or arbitrator, including, without limitation, the privacy rights of any third person or entity (collectively, "Applicable Law");
  - (2) All Services requested and/or received by Licensee shall only be used for purposes which are permitted by Applicable Law;

(3) No Document transmitted by Licensee will in any way constitute infringement or other violation of any copyright, trade secret, trade or service mark (whether or not registered), patent, design right, proprietary information or any other intellectual property rights or other rights, including, without limitation, privacy rights of any third person or entity; and (iv) it is not a foreign person or entity or under control of a foreign person or entity.

6) Confidentiality of Proprietary Information.

- a) “Proprietary Information” of a party means (i) information disclosed by such party relating to product development strategy and activity, corporate assessments and strategic plans, financial and statistical information, accounting information, software, systems, processes, formulae, inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation, (ii) other confidential, proprietary or trade secret information disclosed by such party that is identified in writing as such at the time of its disclosure, (iii) all other confidential, proprietary or trade secret information disclosed by such party, which a reasonable person employed in the mortgage industry would recognize as such, (iv) information relating to such party's employees, contractors or customers which, if released, would cause an unlawful or actionable invasion of privacy, and (v) any compilation or summary of information or data that is itself Proprietary Information. For purposes of this Agreement, information shall be deemed to be disclosed by a party if such information is disclosed by any of its affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors or assigns.
- b) Protection. All Proprietary Information disclosed by either party (the “Disclosing Party”) to the other party (the “Receiving Party”) in the course of performing under this Agreement or to which the other party gains access in connection with this Agreement shall be deemed to be the property of the Disclosing Party (or the appropriate third-party Rapid or other third-party owner, as the case may be). The Receiving Party agrees to (i) receive such Proprietary Information in confidence, (ii) use reasonable efforts to maintain the confidentiality of such Proprietary Information and not disclose such Proprietary Information to third persons or entities (except for the Receiving Party's representatives, agents and contractors who have a need to know, are under a duty of non-disclosure, and are acting for the sole benefit of the Receiving Party), which efforts shall accord such Proprietary Information at least the same level of protection against unauthorized use and disclosure that the Receiving Party customarily accords to its own information of a similar nature, (iii) use or permit the use of such Proprietary Information solely in accordance with the terms of this Agreement, and (iv) promptly notify the Disclosing Party in writing of any loss or unauthorized use, disclosure or access of the Disclosing Party's Proprietary Information of which it becomes aware. The terms and conditions of this Agreement (as well as all information regarding the negotiation of this Agreement) shall be deemed to be Proprietary Information, and shall not be disclosed by either party without the prior written consent of the others. The Receiving Party agrees that it shall abide by and reproduce and include any restrictive legend or proprietary rights notice that appears in or on any Proprietary Information of the Disclosing Party that the Receiving Party is authorized to reproduce. The Receiving Party also agrees that it shall not remove, alter, cover or distort

any trademark, trade name, copyright or other proprietary rights notices, legends, symbols or labels appearing on or in any Proprietary Information of the Disclosing Party.

c) Exclusions. The restrictions on disclosure set forth above shall not apply when, and to the extent that the Proprietary Information:

(1) is or becomes generally available to the public through no fault of the Receiving Party (or anyone acting on its behalf);

(2) was previously rightfully known to the Receiving Party free of any obligation to keep it confidential;

(3) is subsequently disclosed to the Receiving Party by a third person or entity who may rightfully transfer and disclose such information without restriction and free of any obligation to keep it confidential;

(4) is independently developed by the Receiving Party or a third person or entity without reference to or use of the Disclosing Party's Proprietary Information, or

(5) is required to be disclosed by the Receiving Party as a matter of law, provided that the Receiving Party uses all reasonable efforts to provide the Disclosing Party with at least ten (10) days prior notice of such disclosure and the Receiving Party discloses only that portion of the Proprietary Information that is legally required to be furnished pursuant to the opinion of legal counsel of the Receiving Party.

Notwithstanding the foregoing, neither party shall disclose, or permit the disclosure of, the terms or conditions of this Agreement without the prior written consent of the others, except (A) as provided above, (B) to the extent necessary to permit the exercise of its rights or the performance of its obligations under this Agreement, or (C) to seek advice from its attorneys, accountants or other professional advisors.

d) Transmission Monitoring. Licensee consents to Rapid's (or its designated agents) interception, collection, use, reproduction, storage and review of any Document to facilitate (i) billing, (ii) network maintenance, including, without limitation, the diagnosis and correction of Network technical problems, (iii) the protection and security of the Networks, (iv) compliance with applicable law or valid legal process, or (v) collection, generation, storage, reproduction, and use of statistical information for purposes of, among other things, measuring the use of the Networks and/or any Document transmitted to, from, or between Licensee and any Service Provider. Except as required by law or by valid legal process, Rapid shall not, without Licensee's consent, specifically identify Licensee in association with such statistical information.

Furthermore, Rapid shall not, without Licensee's prior written consent distribute such information to any other party. In connection with such interception, collection, reproduction, storage or usage, Rapid shall have the right to remove any Document the content of which Rapid deems to be in violation of law or any term or condition set forth in

this Agreement. Notwithstanding the foregoing, neither Rapid shall have any obligation to remove, screen, police, edit or monitor any Document.

- e) Privacy of Data and Documents. Licensee acknowledges that certain persons, including but not limited to its members, have certain rights to and an interest in maintaining the privacy and confidentiality of the information entered into or received through the Network. Both Licensee and Rapid shall take all steps necessary to ensure that such privacy and confidentiality rights and interests are not breached or otherwise violated, and shall comply with all privacy laws and regulations, including but not limited to the Gramm-Leach-Bliley Act of 1999 and related regulations.
- f) Injunctive Relief. Each party acknowledges that a breach of the provisions of this Section is likely to cause irreparable injury to the other party for which the other party will have no adequate remedy at law. Accordingly, each party consents to the entry of injunctive relief against it to prevent or remedy any breach of this Section, in addition to such other rights and remedies as may be available under this Agreement, at law, in equity or otherwise, including but not limited to monetary damages.

7) Trade Secret and Intellectual Property Protection. Licensee shall not:

- a) Remove or destroy any copyright or other proprietary marking placed upon, contained with, or used in connection with the Rapid Network;
- b) Create or authorize new versions, modifications, enhancements or derivative works to, nor translate, reverse engineer, de-compile or disassemble, the Rapid Network or any portion thereof;
- c) Sub-license, in whole or in part, or grant a security interest in, or otherwise transfer rights to the Rapid Network or any portion thereof; and
- d) Contest the rights of Rapid in the Rapid Network during the term of this Agreement or thereafter, nor at any time apply for any registration of any copyright, trademark or other designation which would affect the ownership or rights of Rapid of and to the Rapid Network or any portion thereof, nor file any document with any governmental authority to take any action which would affect any of such ownership or right of and to the Rapid Network or assist anyone else in doing so.

8) Disclaimer of Warranty and Limitation of Liability.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN THIS SECTION BELOW: (I) REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING, WITHOUT LIMITATION, THE POSSIBILITY THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS); (II) REPRESENT THE FACT THAT RAPID WOULD NOT BE ABLE TO PROVIDE LICENSEE

WITH ACCESS TO THE NETWORKS FREE OF CHARGE WITHOUT SUCH ALLOCATION OF RISK; (III) REPRESENT THE FACT THAT NEITHER PARTY WOULD HAVE BEEN WILLING TO ENTER INTO THIS AGREEMENT WITHOUT SUCH ALLOCATION OF RISK; AND (IV) ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9) Rapid Networks Provided “As Is”; No Warranties.

THE NETWORKS ARE PROVIDED TO LICENSEE “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAPID DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OR NON-INFRINGEMENT. WITHOUT DEROGATING THE GENERALITY OF THE FOREGOING, RAPID SPECIFICALLY DO NOT WARRANT THAT EITHER NETWORK OR ANY COMPONENT THEREOF WILL (I) PERFORM WITHOUT INTERRUPTION OR ERROR, OR THAT ALL IRREGULARITIES, ERRORS, PROBLEMS OR DEFECTS WILL BE CORRECTED, (II) MEET LICENSEE’S REQUIREMENTS, OR (III) BE ACCESSIBLE FROM THE CONFIGURATION WHICH LICENSEE MAY SELECT.

10) Limitation of Liability.

LICENSEE AGREES THAT THE TERMINATION PROVISIONS OF THIS AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO LICENSEE. LICENSEE FURTHER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RAPID, OR ANY OF ITS RESPECTIVE AFFILIATES, PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, (COLLECTIVELY, “REPRESENTATIVES”) BE LIABLE TO LICENSEE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY) WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUND, EVEN IF RAPID, FANNIE MAE OR THEIR RESPECTIVE REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN HAS FAILED OF ITS ESSENTIAL PURPOSE. WITHOUT IN ANY WAY LIMITING THE LIMITATIONS OF LIABILITY ABOVE, IN NO EVENT SHALL RAPID’S, OR ITS RESPECTIVE REPRESENTATIVES’ ENTIRE CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE TO RAPID DURING THE PRECEDING SIX (6) MONTHS, IF ANY, OR FIVE DOLLARS (\$5.00).

11) Indemnity by Licensee.

Licensee shall indemnify and hold harmless Rapid and its respective affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors and assigns, as such, from and against any claims, actions, losses, damages or other liabilities, including but not limited to attorney fees, that arise out of or result from any claim of any third person or entity relating to (i) any dispute or alleged dispute between Licensee and a Service Provider or other third person or entity relating to any material, product or service sold or distributed by a Service Provider or other third person or entity, including, without limitation, any Service, whether in connection with the Networks or otherwise, (ii) any breach by Licensee of any covenant, representation or warranty set forth in this Agreement or otherwise, (iii) any irregularity, error, problem or defect occurring on the Networks which is caused by Licensee, and/or (iv) any defamatory or illegal, or allegedly defamatory or illegal, material transmitted across the Networks by Licensee (or any person or entity that gains access to the Networks through Licensee pursuant to this Agreement or otherwise).

## 12) General.

- a) Notice. Any notice required or permitted by this Agreement to be given to either party shall be deemed to have been duly given if in writing delivered personally or mailed by first-class, registered, or certified mail, postage prepaid and addressed as shown on then-current billing documents, to the attention of Control Person of the Licensee.
- b) Binding. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective legal representatives, successors, and permitted assigns.
- c) Headings. The paragraph and section headings used in this Agreement are for purposes of convenience only and shall not be deemed a part of this Agreement for purposes of construction or interpretation.
- d) No Oral Modifications. Rapid and Licensee agree that this Agreement shall be modified only by a written agreement duly executed by persons authorized to execute agreements on their behalf.
- e) No Waiver. Rapid and Licensee agree that no failure to exercise, and no delay in exercising any right, power or privilege hereunder on the part of either party shall operate as a waiver of any right, power or privilege. Rapid and Licensee further agree that no single or partial exercise of any right, power or privilege hereunder shall preclude its further exercise.
- f) Attorneys' Fees. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.
- g) Severability. If any part of this Agreement is adjudged by any arbitrator or court of competent jurisdiction to be invalid, that judgment shall not affect or nullify the

remainder of this Agreement, and the effect shall be confined to the part immediately involved in the controversy arbitrated or adjudged.

- h) Amendments. This Agreement may be amended from time to time by Rapid upon prior email notice to Control Person. After the effective date of Rapid's amendment, Licensee's failure to terminate this Agreement prior to the effective date of such amendment or Licensee's continued participation in the Rapid Program shall be deemed to be Licensee's agreement to and acceptance of such amendment. Acceptance by a Control Person shall be deemed acceptance for all persons using Rapid pursuant to this Agreement.. Should Licensee not agree to abide by such amendment, Licensee may elect to terminate this Agreement. The termination notice must be sent by email immediately and Licensee must immediately discontinue usage of the Rapid Program. Termination shall not affect any existing orders placed prior to the date of termination.
- i) Entire Agreement. Rapid and Licensee acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and that it supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- j) Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Agreement.
- k) Governing Law. This Agreement shall be construed in accordance with the internal laws, and not the law of conflicts, of the State of California applicable to agreements made and to be performed in such state. Venue shall be in San Bernardino County, California.
- l) Force Majeure. Rapid shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including without limitation acts of God, fire, explosion, vandalism, storm or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including foreign, state and local governments having jurisdiction over either of the parties or the Rapid Network, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties.