

TERMS OF USE

ACCEPTANCE OF TERMS

SETTLEWARE® SECURE SERVICES, INC.

Subscription Agreement

This Subscription Agreement is entered into between Settleware Secure Services, Inc. (“Licensor”) and subscribing Licensee (“Licensee”).

DEFINITIONS –

“Settleware” means Licensor’s proprietary web-based Settleware® computer software and system for conducting electronic, paperless real estate/mortgage transactions, including preparation, transmission and signing of all escrow settlement real estate/mortgage documents, and for providing on-line access to all aspects of the real estate/mortgage transaction throughout the transaction, as further described in a patent covering such system. (US Patents # 7,127,406 and 8,204,807)

“Authorized Users” means Your employees, owners and officers, other persons that provide escrow, lending or real estate services, and real estate purchasers, sellers and borrowers. Authorized Users will have to register with Licensor online and provide or be provided their own password enabling access to Settleware.

LICENSE – Licensor will provide Authorized Users with remote access to Settleware, which will be located on an Internet web server at a location hosted by Licensor or a third party selected by Licensor. Authorized Users may be added by registering online. Licensor will provide each person that has properly registered online, with a unique user-defined password, at which time, such person shall become an Authorized User. Authorized Users may access and use Settleware to open and electronically process new escrow transactions, prepare and transmit escrow-related documents, sign escrow documents, review pending escrow transactions and/or input and update data in open escrow transactions, and post notes and send messages to other Authorized Users relating to escrow transactions. The scope of Settleware functions that may be used by each Authorized User will depend upon who the Authorized User is, and is subject to change. Each Authorized User will only be entitled to access information concerning escrow transaction in which they are involved. You will not be entitled to receive a copy of the Settleware software, which will remain at all times on Licensor’s chosen Internet Web server. Settleware may only be used by Authorized Users. During the term of this Agreement, for e-Sign Room Users Settleware shall provide to Customer an internet web-based on-line signature and e-sign room service and software which allows the users thereof to create and send to third party email addresses requests for electronic signatures and allows users to electronically sign documents or electronically fax and/or scan handwritten signatures into the service provided by Settleware.

FEES AND PAYMENTS –You will pay Licensor in accordance with terms accepted as agreed to by Licensee that may include a flat monthly fee or transaction fee, annual or any term agreed to by Licensee and contract for access to and unlimited transactions conducted using Settleware for each Authorized User.

Service includes and documents during the agreed term of this agreement. With this Special and Limited pricing any/all installation fees will be Waived upon execution of this Agreement by Customer and agrees to pay to Settleware the Monthly/Annual Service Fee in advance or payment scheduled agree upon at time of execution of this agreement and will be automatically charged to Your credit card on the anniversary day of each month. This Special Pricing may be supported by advertisements and limits the amount of usage to one hundred documents per month and an additional charge of one dollar will be charged for each additional document that is sent over the limit sent through the Settleware Signing Room, whether or not document was executed by Recipient. Fees do not include any taxes, and You shall pay any sales, use, value added or other taxes or import duties based on or due as a result of any amounts paid to Licensor hereunder. You will pay a finance charge on any overdue payment of one and one-half percent (1-1/2%) for each month or portion thereof that such payment is overdue, or the highest interest rate permitted by applicable law, whichever is lower. Interest shall accrue daily and compounds monthly. You shall also bear all of Licensor's costs of collection or overdue fees, including reasonable attorneys' fees. Licensor may change its prices listed in the attached fee schedule at any time by providing You with at least sixty (60) days advance written notice. However, the price rise will not apply to prices paid during the first three (3) months of Your subscription. Further, in the event any sum of money due from Customer to Settleware is not paid in a timely manner Settleware shall have the right to accelerate monies owed on contract and will be charged immediately upon cancellation in advance of contract expiration date, in addition to its other rights and remedies, to discontinuing providing Services to Customer or terminate this Agreement and all of the obligations of Settleware to Customer. NO REFUNDS, FULL OR PARTIAL, FOR PRIOR SERVICES RENDERED.

DATA SECURITY, ID, PASSWORDS, SIGNED DOCUMENTS AND DISCLOSURE OF DATA

A. Settleware shall comply with reasonable industry standards precautions to not disclose Data to persons not a party to this Agreement; except (i) as convenient or necessary to perform the Services, (ii) as convenient or necessary for Settleware's internal record keeping, internal reporting and support purposes, (iii) to third parties bound by a confidentiality agreement to view Data only for the purpose of assessing Settleware for a possible acquisition, (iv) a transfer of substantially all of the assets of Settleware, and (v) as required by law, court order, subpoena, judicial or governmental administrative request or order, or to prosecute or defend the rights of Settleware in a legal action.

B. Settleware shall store and process information pertaining to Customer and End User using industry standard such as SSL encryption methods.

C. Settleware shall provide mechanisms to provide to Customer information on the alleged identity of the End User signing documents using the Services; such as, email address, captured IP address of End User. Notwithstanding the foregoing, Settleware does not guaranty nor warrant the identity of any End User. Customer agrees to be solely responsible to determine the identity of the End User and to assess the risk as to the End User with whom the Customer is transacting with and under what terms and as to the trustworthiness of the other parties to its transactions.

D. After documents or a Signature Stamp have left the Service or server of Settleware or third party relationship, Settleware shall not be responsible for the integrity of documents or a Signature Stamp. For example only and not by way of limitation, documents and signature stamps leave the server of Settleware or third party relationship when a User forwards, accesses or stores a document or after a Customer closes its account with Settleware and its documents and audit trails have been deleted from the server of Settleware. This statement of lack of responsibility shall not be construed to impose liability upon Settleware for the integrity or encryption of documents or Signature Stamps while in the Service or on the server of Settleware or third party relationship.

E. Customer acknowledges that the Service may rely on e-mail notifications to alert Users of signature requests and other information. Customer agrees that Settleware is not responsible for Users failure to receive or send e-mails.

STORAGE OF INFORMATION - For up to 6 (six) months after a document is signed using the Service pursuant to this Agreement, Settleware shall allow the Customer to download its documents and for up to twelve (12) months after a document is signed Settleware shall allow the Customer to download its audit trail information from the Settleware or third party server at no additional charge to Customer. The Customer and Settleware may agree by a separate writing and the payment by Customer of an additional charge to extend the one-year period of time. Thereafter, Settleware or third party may delete from its server all documents, audit trails, Data and any other information pertaining to Customer and its activity on the Settleware or third party server and its use of the Services. Settleware does not guaranty that it shall store documents, audit trails, Data or any other information upon its server during the term of this Agreement or thereafter and Customer shall be responsible to make copies of all such information.

INTELLECTUAL PROPERTY - The Service contains patents, marks, trademarks, copyrighted material, text, graphics, logos, images, software and icons and other intellectual property as well as proprietary information and confidential information owned by o r under license to or otherwise controlled by Settleware (hereinafter sometimes referred to as "Intellectual Property"). Customers shall not use and shall cause its End Users not to use the Intellectual Property except for the sole purpose of using the Services for their intended purpose. In particular and in limitation of the obligation of this provision, Customer shall not and shall cause it End Users not to use the name "Settleware" except for the sole purpose of using the Services for their intended purpose.

LIMITATIONS ON USE - During the term of this License You may use Settleware from any computer. You shall insure that Authorized Users do not share their passwords with any other persons. You will provide to Licensor, upon request, information to verify that You are in compliance with the terms of this Agreement.

MAINTENANCE AND SUPPORT – At no additional cost Licensor agrees to provide the following support services:

(i) Web-based support from 8:00 am-6:00pm, PST, Monday to Friday; and limited availability on Saturday and Sunday. (ii) access to Web page for site information and problem notification; (iii) access to

the latest version of Settleware made generally available during the term of this Agreement, including all updates; and (iv) support services for system errors, including reasonable commercial efforts to identify defective source code or system features and to provide corrections, workarounds and/or patches to correct system errors. Licensor will not be required to correct any system error which was caused by Your unauthorized incorporation or attachment of a feature, program or device to Settleware, any nonconformance caused by accident, neglect, intentional or negligent misuse, alteration, modification, or enhancement of Settleware not authorized or performed by Licensor, or use on any systems other than the specified hardware platform if clearly specified by Licensor.

TITLE - Title to, ownership of, and all rights and interests in Settleware shall remain Licensor's. This license is not a sale of the original software or any copy. This license does not grant You any rights, license, or interest in any improvements, modifications, enhancements, or updates of Settleware.

RESTRICTED USE – You may not translate, publish, disclose, decipher, decompile, reverse engineer, disassemble, or modify Settleware or allow others to do so. Settleware may be used only by Authorized Users.

CONFIDENTIALITY - You acknowledge that Settleware contains confidential and proprietary information and trade secrets belonging to Licensor and that such information and trade secrets are being provided to you on a confidential basis. You shall maintain the confidential nature of Settleware which are provided for Your own internal use under this license.

COPY RESTRICTIONS – Settleware is protected by copyright. Settleware may not be copied in any fashion.

TRANSFER RESTRICTIONS – Access to Settleware is limited to You and Authorized Users and You may not transfer any connection, nor sell or resell access to any third party.

COMPLIANCE WITH LAWS – You will use Settleware in a manner that does not violate any applicable law or regulation. In particular, You will comply with and assure that Authorized Users comply with all privacy laws concerning the data input into Settleware and accessed using Settleware. You are also prohibited from storing, distributing or transmitting any unlawful material using Settleware. Examples of unlawful material include, but are not limited to, threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. The storage, distribution, or transmission of unlawful materials could subject You to criminal as well as civil liability, in addition to the actions further outlined in this Agreement.

NO WARRANTY – SETTLEWARE IS PROVIDED AS IS AND LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTY AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT YOUR USE OF SETTLEWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT UNAUTHORIZED THIRD PARTIES WILL NOT BE ABLE TO VIEW MATERIAL TRANSMITTED USING SETTLEWARE, OR THAT THE FUNCTIONS CONTAINED IN SETTLEWARE WILL MEET YOUR REQUIREMENTS. **LIMITATION OF LIABILITY** – YOU SHALL BEAR THE RISK OF ALL LIABILITY RELATING TO YOUR USE OF SETTLEWARE. YOU ARE SOLELY RESPONSIBLE FOR INFORMATION

PUBLISHED OR DISPLAYED THROUGH SETTLEWARE BY YOU AND/OR AUTHORIZED USERS. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING: DAMAGES FOR A LOSS OF GOOD WILL, WORK STOPPAGE, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY DAMAGES EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION AND USE OF SETTLEWARE TO ACHIEVE YOUR INTENDED RESULTS.

INDEMNIFICATION BY YOU – You shall indemnify, defend and hold Licensor harmless from any damages, fees, costs and expenses incurred or awarded against Licensor (including, without limitation, reasonable legal fees) arising out of or in connection with any claim arising out of use of Settleware by You or Authorized Users designated or accepted by You. Licensor shall give You prompt written notice of any claim within thirty (30) days of our first knowledge thereof and shall furnish You with copies of all communications, notices and/or other actions relating to any such claim.

LICENSE TO LICENSOR - You hereby grant Licensor a non-exclusive, royalty-free, worldwide license to reproduce and distribute the data, documents or other content You use, input or transmit using Settleware, to the extent that such is necessary to enable Licensor to carry out the document conversion and hosting services.

TERM AND TERMINATION – This Agreement is effective on immediately upon execution. This Agreement shall continue for one year from signing or as otherwise agreed to, and if licensee cancels for any reason prior to expiration of annual contract then balance of fees automatically become due and payable and Licensee agrees to an automatic and immediate charge to credit card on file at time of signing for entire balance due. Access, usage and payments will continue automatically at end of contract expiration at the same terms and condition of this contract unless cancelled in writing 30 days prior to expiration by either party. Cancellation document must be sent via Settleware Signing Room to attention support@settleware.com . Prior to its expiration, Licensor may terminate this Agreement immediately without notice for any conduct which violates this Agreement. Licensor may also terminate this Agreement at any time without cause following thirty (30) days prior written notice to You. If Licensor suspects a violation of this Agreement, Licensor can initiate an investigation, and can suspend Your access to Settleware, or access by certain Authorized Users. You may terminate this Agreement at any time by giving Licensor at least thirty (30) days notice of termination. If the 30 days expires after the date upon which Your next monthly payment falls due, however, You must make that monthly payment. You must also pay all transaction fees , if any, accrued up to the date of termination. Your obligation to pay accrued charges and fees and to protect the confidentiality of Settleware shall survive termination.

SEPARABILITY - If any part of this Agreement is found invalid or unenforceable, the Agreement will be enforced to the maximum extent permitted by law, and other parts of this Agreement will remain in force.

DISPUTES – This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles. You hereby consent to exclusive jurisdiction by the state or federal courts in Orange County, California, for any dispute relating to this Agreement.

NOTICES – Any notice required or permitted by this Agreement to be given to the other party shall be deemed duly given if in writing and delivered to such other party by or via registered receipt email (support@settleware.com), personal delivery or by registered or certified mail or guaranteed express delivery with postage prepaid and addressed to the address for such party set forth in this Agreement, unless such address is amended by written notice.

NO WAIVER - No failure to exercise, and no delay in exercising any right, power, or privilege under this Agreement by either party, shall operate as a waiver of any right, power or privilege. No single or partial exercise of any right, power, or privilege under this Agreement shall preclude its further exercise.

MISCELLANEOUS – This Agreement represents the complete and exclusive statement of the agreement concerning this license between the parties and supersedes all prior representations between them. It may be amended only by a writing executed by both parties. **U.S. GOVERNMENT RESTRICTED RIGHTS** - Settleware is commercial computer software as defined in DFARS 252.227.7014(a)(1) (June 1995). Use, duplication, or disclosure by the U.S. Government is subject to the terms of this license agreement as stated in DFARS 252.227-7203 and others. Owner is SETTLEWARE SECURE SERVICES, INC. 2901 W. Coast Hwy, Suite 200, Newport Beach, CA 92663. The parties, agreeing to be bound by all of the terms of and conditions of this Agreement, hereby execute this Agreement by a n authorized representative of each party, effective as of the date of this signing. I understand and agree to the use of electronic records, electronic signatures, disclosures and notices and consent to the use of electronic records and signatures with executing this contract. I have been able to view this information with this computer and software. I am able to view web pages that are presented in HTML and to view and move between web pages using hyperlinks to websites. I consent to the use of electronic records and electronic signatures in connection with this transaction serving in place of written documents and handwritten signatures.