



AppraisalPort® User Agreement

1. General Rules and Definitions

SUBSCRIBER refers to the person or entity that is identified to AppraisalPort as the user of one or more of AppraisalPort's products and services. These products and services may be identified by enrollment form for the product or service or by other written means (including, for example, electronic means such as e-mail, on-line or Internet subscription). You are also a SUBSCRIBER if you use any of AppraisalPort's products and services through your association with or by working under the account of another SUBSCRIBER.

AppraisalPort® refers to a service of FNC, Inc., a Mississippi corporation ("FNC"). AppraisalPort, among other things, serves as a portal for posting service orders for and delivering of appraisals, other valuation services and other settlement services. It also provides other products and services. References to AppraisalPort shall also incorporate a reference to FNC®.

AppraisalPort is neither an agent of the individual or entity ordering an appraisal, other valuation service or other settlement services, nor an agent of the appraiser or other provider (whether an individual or entity) providing any such services. The relationship (including any agreements) between the individual (or entity) ordering the services and the appraiser (or other provider) providing the services is independent of AppraisalPort. Neither AppraisalPort nor FNC shall be liable for or obligated by or under any such relationships (or agreements) or any actions of any parties related thereto.

However, AppraisalPort may, from time to time, capture certain data about SUBSCRIBER's account, including but not limited to, performance data, observations about product type, pricing and other data. This data may be used internally by AppraisalPort and within one or more products or services, provided however that no individual data about any individual SUBSCRIBER shall be revealed to any others and will only be reported in aggregated or disguised form, unless SUBSCRIBER authorizes otherwise.

This Subscription Agreement, including attachments, addenda, enrollment forms, price schedules, and any rules and regulations as all may be amended from time to time ("Agreement"), shall govern SUBSCRIBER's use of AppraisalPort's products and services. SUBSCRIBER must agree to abide by all of the terms and conditions in order to become or to remain an authorized SUBSCRIBER. AppraisalPort may amend this Subscription Agreement from time to time by providing SUBSCRIBER with 30 days advance written notice (which may be provided electronically) of any such amendments. Any use of the affected product or service thereafter will be deemed acceptance and adherence to those amendments.

SUBSCRIBER's signature on (or acknowledgment of) this Agreement or acceptance of a user name, password or access token, or any use of any product or service constitutes SUBSCRIBER's agreement to its terms and conditions in their entirety.

AppraisalPort may change, suspend, limit or discontinue any aspect of one or more of its products and services at any time, including but not limited to, the use of any program used to gain access to AppraisalPort, the availability of one or more features, categories of data, data elements or services. It may do so without prior notice or liability therefor.

2. The License

APPRAISALPORT hereby grants to SUBSCRIBER a non-exclusive, non-transferable, limited term license to, among other things

- use the AppraisalPort web portal services, especially regarding the ordering and delivery of appraisal, other valuation services and other settlement services
- gain access to and possession of portions of various databases or sources of information,

- including for example real estate information databases, performance databases and other databases, through one or more authorized and approved means, such as Internet, CD-ROM, on-line retrieval, publication, and the use of any retrieval software (together, the "Information").
- gain access to other products and services as may be available through AppraisalPort from time to time

The use of AppraisalPort, and any Information (and any software, device, interface or other means by which access is given to the Information or is convenient to its use) is solely for the internal use of SUBSCRIBER and no other party. It may not be transferred, assigned, stored, copied, reverse engineered, revealed, given, loaned, rented or sold.

SUBSCRIBER shall not copy or decompile, disassemble, decrypt or otherwise reverse engineer (or allow or suffer others to copy or decompile, disassemble, decrypt or otherwise reverse engineer) AppraisalPort or any part thereof, the Information or any software, device or interface or any part thereof (except that Licensee may maintain for a limited time magnetic or electronic copies of the Information and any installed software in authorized and approved use). SUBSCRIBER shall not use the Information or software, device and/or interface or any part thereof in any manner other than as specifically permitted in this Section 2.

Without limiting the foregoing, SUBSCRIBER shall not utilize AppraisalPort, the Information or software, device or interface or any part thereof to provide any time-sharing, service bureau or similar services to any person or entity.

However, in limited circumstances and where the revelation and reporting of the Information is appropriate, customary and reasonable, SUBSCRIBER may incorporate limited amounts of the Information in reports or other work product prepared by SUBSCRIBER for the benefit of third parties in the ordinary course of professional activity. In any such case, AppraisalPort or the identified supplier of the Information shall be identified as the source of the Information.

In all cases, ownership of AppraisalPort, of the Information, software, documentation and any and all other aspects of the AppraisalPort products and services shall remain with FNC.

3. Passwords, User Names, Access Tokens and SUBSCRIBER Accounts

SUBSCRIBER is responsible for maintaining the confidentiality of all of the information regarding SUBSCRIBER's account, including, but not limited to, SUBSCRIBER's account number, user name, password and access tokens, as well as those of any other person or user associated by or with SUBSCRIBER (or under SUBSCRIBER's ostensible authority). SUBSCRIBER shall notify AppraisalPort immediately with regard to any known or suspected unauthorized uses or users of SUBSCRIBER's account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of SUBSCRIBER's or other User's user name, password or access tokens.

SUBSCRIBER understands that SUBSCRIBER is responsible for any charges, liabilities or claims arising from the use of SUBSCRIBER's account, user name, password and access tokens, or those other user names, passwords and access tokens authorized by or associated with SUBSCRIBER. AppraisalPort is entitled to treat all uses of such as authorized until such time as AppraisalPort receives written notification from SUBSCRIBER (by mail, fax or e-mail) that unauthorized activity is occurring on SUBSCRIBER's account. Such notification shall be effective when received by AppraisalPort, if on a normal business day, otherwise effective on the first business day that occurs thereafter.

AppraisalPort may take action, however, in its discretion, upon notice that SUBSCRIBER (including, for example, any of SUBSCRIBER's employees, contractors or invitees) or any of SUBSCRIBER's Providers have gained unauthorized or unlawful access to, or made any unauthorized or unlawful use of AppraisalPort, any other FNC Port, FNC CMS or any other medium or process within its control, to deny access to any such person or entity or seek other remedies, especially to the extent that any such access or use may reflect badly on the reputation or credibility of such Port, CMS® or other medium or process.

4. Term and Termination

This Agreement shall continue in force until either party provides the other with written 30 day advance notice of termination. Except, however, various products and services provided by AppraisalPort may have an established term, which term (and termination) shall be set forth in any subscription or other enrollment form.

AppraisalPort may terminate the Subscription Agreement and any associated License upon written notice to SUBSCRIBER in the event of (i) any breach by SUBSCRIBER of its obligations under Section 2 (The License), Section 3 (Passwords, etc.) or Section 6 (Proprietary Rights, Confidentiality and Indemnification) (ii) any other breach hereof by SUBSCRIBER that shall continue uncured for a period of 30 days after receipt of written notice thereof from AppraisalPort, unless such breach cannot by its nature be cured in such 30 day period, in which event AppraisalPort may terminate the License upon the occurrence of such breach. Nothing contained in this Agreement shall be read to limit any of AppraisalPort's rights or remedies hereunder or at law or in equity.

Upon termination or expiration of the Agreement, all of SUBSCRIBER's rights under the License shall terminate. Within 10 business days thereafter, SUBSCRIBER shall return to AppraisalPort or destroy all copies of AppraisalPort, the Information, any software or any part thereof in SUBSCRIBER's possession or under its control, including without limitation any such copies on SUBSCRIBER's hard disk, server, or copies maintained for back-up purposes.

5. No Warranties

Re: AppraisalPort, etc. SUBSCRIBER EXPRESSLY AGREES THAT THE USE OF APPRAISALPORT, FNC SOFTWARE AND THE INTERNET, IS AT SUBSCRIBER'S SOLE RISK. APPRAISALPORT, FNC SOFTWARE, THIRD-PARTY VIRUS CHECKING TECHNOLOGY AND THE INTERNET ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION, AND THEN ONLY TO THE EXTENT OF THAT EXCLUSION. FNC PROVIDES APPRAISALPORT SERVICES ON A COMMERCIALY REASONABLE BASIS.

FNC SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE APPRAISALPORT, FNC SOFTWARE OR THE INTERNET WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

FNC DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH APPRAISALPORT AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN SUBSCRIBER OR ITS PROVIDERS AND CLIENTS OR THIRD-PARTIES.

Additionally, re: the Information (including any software). SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT APPRAISALPORT MUST RELY ON THE COMPLETENESS, ACCURACY AND AUTHENTICITY OF INFORMATION PROVIDED BY ITS SUPPLIERS AND BY PUBLIC RECORDS AND OTHER SOURCES OF INFORMATION, THAT APPRAISALPORT DOES NOT ATTEMPT TO INDEPENDENTLY VERIFY THE COMPLETENESS, ACCURACY OR AUTHENTICITY OF SUCH INFORMATION, AND THAT THE INFORMATION REPORTED TO AND BY APPRAISALPORT MAY BE SUBJECT TO TRANSCRIPTION AND TRANSMISSION ERRORS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, APPRAISALPORT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT (i) THE INFORMATION, WHILE BELIEVED RELIABLE, CANNOT BE GUARANTEED AS ACCURATE, AND SUBSCRIBER IS OBLIGED TO SECURE SUCH CONFIRMATION OF SUCH INFORMATION AS GOOD PROFESSIONAL PRACTICE DICTATES; (ii) SUBSCRIBER SHALL BE RESPONSIBLE FOR ASSURING THAT THE INFORMATION AND ANY SOFTWARE IS APPROPRIATE TO ACHIEVE SUBSCRIBER'S INTENDED RESULTS AND FOR THE USE OF THE INFORMATION AND

SOFTWARE AND RESULTS OBTAINED THEREFROM; AND (iii) APPRAISALPORT SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE INFORMATION OR THE SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

6. Proprietary Rights, Confidentiality and Indemnification.

AppraisalPort, the Information and all software are proprietary products of AppraisalPort and are protected by copyright, trade secret and other proprietary rights laws.

As between SUBSCRIBER and AppraisalPort, title to AppraisalPort, the Information and software (including without limitation all copies of the foregoing and all copyrights and other proprietary rights therein) shall at all times remain with AppraisalPort, subject only to SUBSCRIBER's rights under the License. SUBSCRIBER shall not remove or obscure any AppraisalPort copyright, trademark or confidentiality notice or mark. Affixation of any such notice or mark on AppraisalPort, the Information or the software shall not imply or indicate publication thereof.

SUBSCRIBER shall hold AppraisalPort, the Information and any software in confidence. SUBSCRIBER shall not disclose or display them to any person or entity other than SUBSCRIBER's employees, independent contractors or agents (all of whom for purposes hereof shall be deemed employees) who have a need to use AppraisalPort or to see the Information or use any software. SUBSCRIBER shall protect them using at least the same degree of care it uses to protect its own proprietary and confidential information and materials of like importance, but in no event less care than a reasonably prudent business person would take in a like or similar situation. SUBSCRIBER shall ensure that SUBSCRIBER's employees who receive access to AppraisalPort, the Information or software are advised of their obligation to maintain the secrecy thereof and shall promptly notify AppraisalPort in writing of any circumstances of which SUBSCRIBER has knowledge regarding any possible use of or access to AppraisalPort, the Information or software or any part thereof by any unauthorized person or entity.

To the extent that the Information provided (or required) under this Agreement includes any "nonpublic personal information" as that term is defined under Gramm-Leach-Bliley Act (PL 106-102) and related regulations (including but not limited to the Interagency Guidelines regarding the Safeguarding of Customer Information), then both FNC and SUBSCRIBER agree to maintain the confidentiality of that information, including complying with the provisions incorporated in Gramm-Leach-Bliley Act and related regulations with respect to the maintaining of the confidentiality of nonpublic personal information.

SUBSCRIBER shall indemnify AppraisalPort and its suppliers (whether of Information or otherwise), defend and hold them harmless from and with respect to any liability, damages (including without limitation any consequential, incidental, general, special or exemplary damages), losses, or claims which may arise, whether now or in the future, with regard to

- i. the use of AppraisalPort or any aspect or service thereof, or
- ii. the accuracy, authenticity, or completeness of the Information, or
- iii. any aspect of the operation of SUBSCRIBER's business in relationship with or in connection with AppraisalPort or SUBSCRIBER's use of the Information or software, whether any such liability, damages, loss, or claim arises from any act or omission of AppraisalPort (including its sole ordinary or gross negligence) or act or omission of any supplier of data to AppraisalPort (including their sole ordinary or gross negligence).

7. Limitations of liability and exclusion of damages.

FNC'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH FNC AND APPRAISALPORT SHALL BE THE TERMINATION OF THIS AGREEMENT. IN NO EVENT SHALL FNC OR APPRAISALPORT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF DATA OR INFORMATION OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT FNC OR APPRAISALPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

IN NO EVENT SHALL FNC OR APPRAISALPORT'S LIABILITY TO SUBSCRIBER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID BY SUBSCRIBER TO APPRAISALPORT HEREUNDER. TO THE EXTENT THAT A STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, AS TO THAT STATE OR JURISDICTION APPRAISALPORT'S AND FNC'S LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, EXCEPT THAT AN ACTION FOR NONPAYMENT MAY BE BROUGHT WITHIN ONE YEAR AFTER THE DATE THE LAST PAYMENT WAS DUE.

8. **Equitable Relief**

Because of the unique and proprietary nature of AppraisalPort, the Information and the software, it is understood and agreed that AppraisalPort's remedies at law for a breach by SUBSCRIBER of its obligations under Section 2 (The License), Section 3 (Passwords, etc.) or Section 6 (Proprietary Rights, Confidentiality and Indemnification) will be inadequate and that AppraisalPort shall, in the event of any such breach, be entitled to equitable relief (including without limitation injunctive relief and specific performance) in addition to all other remedies provided under this Agreement or available to AppraisalPort at law or otherwise.

9. **Payment**

SUBSCRIBER shall pay the appropriate **fees** for all services as set forth in AppraisalPort's then current Price Schedule. SUBSCRIBER shall pay any and all federal, state and local taxes, duties, levies or other assessments arising or payable in connection with the transactions contemplated or authorized hereunder, other than taxes based solely on AppraisalPort's net income. All invoices are due upon presentation.

As AppraisalPort and SUBSCRIBER may agree from time to time, AppraisalPort may present SUBSCRIBER with invoices, account statements, requests for payment and other documents through electronic means, which may include, but not be limited to by e-mail, or by reference to a specific location within AppraisalPort's web site or other electronic system. Any such presentation shall have the same force and effect as if SUBSCRIBER had been presented with the same in paper form and SUBSCRIBER shall be obligated to make payment thereon according to the terms therein. Provided that it is in a form and means acceptable to AppraisalPort, SUBSCRIBER may make payment with respect to all balances due to AppraisalPort through use of a credit card, debit card or bank draft or other automated payment device.

Without limiting any of AppraisalPort's other rights or remedies, late charges at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, shall, at AppraisalPort's sole option, accrue on the amount (including accrued but unpaid late charges) of any invoice for which payment is not received within thirty days after its date. In addition, an administrative charge of \$10.00 shall be imposed for any invoice for which payment is received more than sixty days after the date of the invoice.

Regardless of any other provision hereof, it is AppraisalPort's policy to suspend access to AppraisalPort, and the delivery of Information to any party who is past due in its obligations to AppraisalPort. AppraisalPort may enforce that policy against SUBSCRIBER without any liability therefor.

10. **Miscellaneous**

All notices or other communications required hereunder shall be in writing and delivered personally or sent by first class mail postage prepaid, by facsimile machine, by electronic mail, by posting a notice on

the AppraisalPort web site, or by a reputable courier service to SUBSCRIBER at its address as shall be reflected from time to time on AppraisalPort 's records and to AppraisalPort at the address provided to SUBSCRIBER at the time of SUBSCRIBER's agreement hereto, or at such other address as AppraisalPort may designate in writing from time to time in accordance with this Section 10.

This Agreement constitutes the entire understanding and agreement between AppraisalPort and SUBSCRIBER with respect to the transactions contemplated herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein.

No remedy available to AppraisalPort hereunder or relating hereto shall be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Neither party shall be responsible for delays or failures in performance hereunder to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

No employee, agent, distributor, dealer or other party is authorized to make any modification or addition to this Agreement, including but not limited to any warranties either express or implied, any indemnification or other provision hereof.

Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between SUBSCRIBER and AppraisalPort or FNC. SUBSCRIBER is not by virtue of this Agreement authorized as an agent or legal representative of AppraisalPort or FNC. SUBSCRIBER is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of AppraisalPort or FNC or to bind AppraisalPort or FNC in any manner.

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Mississippi applicable to contracts wholly executed and wholly to be performed therein. Any action or proceeding brought by SUBSCRIBER or AppraisalPort against the other arising out of or related to this Agreement shall be brought in a state or federal court of competent jurisdiction located in Lafayette County, State of Mississippi.

If any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OF A PARTY OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR LIMITATIONS OF OTHER REMEDIES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

Notices to AppraisalPort shall be directed to:

FNC, Inc.
1214 Office Park Drive
Oxford, MS 38655

This Subscription Agreement was last modified on February 21, 2005.