



AppraisalPort® User Agreement

1. Definitions.

USER 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 one or more enrollment forms 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 USER if you use any of AppraisalPort's products and services through your association with or by working under the account of another USER.

AppraisalPort refers to a service of FNC, Inc. (FNC), a Mississippi corporation. 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 (the "Requester"), nor an agent of the appraiser or other provider (whether an individual or entity) providing any such services ("Provider"). The relationship (including any agreements) between the Requester and the 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 or obligations of any parties related thereto (including but not limited to USER).

User Agreement includes attachments, addenda, enrollment forms, price schedules, terms or instructions appearing on a screen on the AppraisalPort website, www.appraisalport.com ("Website"), and any procedures or policies applicable to the use of AppraisalPort (collectively, "System Rules") all as may be amended from time to time ("the User Agreement").

2. General User Agreement and Amendment Provisions.

This User Agreement shall govern USER's use of AppraisalPort including but not limited to AppraisalPort's products and services. USER must agree to abide by all of the terms and conditions in order to become or to remain an authorized USER.

Except as otherwise required by law, AppraisalPort may in its sole discretion change or modify the terms of this User Agreement from time to time, and at any time. This may include adding new or different terms to this User Agreement. It may also include removing terms of this User Agreement. When changes are made AppraisalPort will update this User Agreement through the Electronic Delivery Methods set forth in Section 5 or alternatively in Section 13 below. All changes will be effective thirty days after notice as provided under Sections 5 or 13, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this User Agreement will be updated within thirty days after the change.

Your continued use of AppraisalPort or any products or services related to or connected with AppraisalPort after AppraisalPort provides you notice pursuant to Sections 5 or 13 constitute your agreement to the amended User Agreement.

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

AppraisalPort may change, suspend, limit or discontinue any aspect of any or all of its products and services at any time, including but not limited to, any pricing, 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. AppraisalPort may do so without prior notice or liability therefor.

AppraisalPort may, from time to time, capture certain data about USER's account, including but not limited to, performance data, operating data, observations about product type, pricing and other data. This data (in aggregated or in non-personally identifiable form) may be used internally by AppraisalPort and within one or more products or services, provided however that no individual data about any USER shall be disclosed to any unaffiliated third party

unless required or permitted by law or USER authorizes otherwise.

3. The License.

AppraisalPort hereby grants to USER 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, publication, and the use of any software, device, interface or other means by which access is given to the Information or is convenient to its use (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, is solely for the internal use of USER and no other party. AppraisalPort and any Information (including but not limited to access to any AppraisalPort account) may not be transferred, assigned, stored, copied, reverse engineered, revealed, given, loaned, rented or sold.

USER 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 USER may maintain for a limited time magnetic or electronic copies of the Information and any installed software in authorized and approved use). USER shall not use the Information or software, device or interface or any part thereof in any manner other than as specifically permitted in this Section 3.

Without limiting the foregoing, USER shall not utilize AppraisalPort or the Information 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, USER may incorporate limited amounts of the Information in reports or other work product prepared by USER for the benefit of third parties in the ordinary course of professional activity. In any such case, AppraisalPort and any 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.

4. E-Mail, Passwords, User Names, Access Tokens and USER Accounts.

AppraisalPort's primary means of communication with its USERS is through the Electronic Delivery Methods set forth in Section 5. As a result, USER is obligated to maintain an active, valid e-mail address on file with AppraisalPort at all times ("Designated e-mail Address"). AppraisalPort is not obligated to communicate with its USERS by fax, or through the US Postal Service or other paper based means.

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

USER understands that USER is responsible for any charges, liabilities or claims arising from the use of USER's account, user name, password or access tokens, or those other user names, passwords or access tokens authorized by or associated with USER. AppraisalPort is entitled to treat all uses of such as authorized until such time as AppraisalPort receives written notification from USER (by e-mail, fax or mail) that unauthorized activity is occurring on USER'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.

However, upon notice that USER (which includes, for example, any of USER's employees, contractors or invitees) or any of USER's Providers has gained unauthorized or unlawful access to, or made any unauthorized or unlawful use of

AppraisalPort, any other FNC Port, FNC Collateral Management System® (CMS®) or any other medium or process, 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.

5. Electronic Delivery Methods.

In the event that AppraisalPort needs to communicate with you regarding this User Agreement or any changes thereto, or are required to provide information to you in writing, any communications or other information may, at our option, be sent to you electronically either:

- a. to your Designated e-Mail Address,
- b. by posting the information on the AppraisalPort Website and sending you a notice to your Designated e-Mail Address telling you that the information has been posted and providing instructions on how to view it, or
- c. to the extent permitted by law, by posting the information to the AppraisalPort Website.

You agree that we may satisfy our obligation to provide you our Privacy Policy by keeping it available for review on our Website.

6. Term and Termination.

This Agreement shall continue in force until either party provides the other with 30 day advance written notice of termination. Except, however, various products and services provided by or through 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 User Agreement and any associated License upon written notice to USER in the event of (i) any breach by USER of its obligations under Section 3 (The License), Section 4 (E-mail, Passwords, etc.), Section 8 (Proprietary Rights, Confidentiality and Indemnification) or Section 11 (Payment); or (ii) any other breach hereof by USER 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 USER's rights under the License shall terminate. Within 10 business days thereafter, USER shall return to AppraisalPort or destroy all copies of AppraisalPort (or cease gaining access to it), the Information, any software or any part thereof in USER's possession or under its control, including without limitation any such copies on USER's hard disk, server, or copies maintained for back up purposes.

Termination does not relieve USER of any outstanding obligations that may be due to AppraisalPort or otherwise under this Agreement.

7. No Warranties.

Re: AppraisalPort, etc. USER EXPRESSLY AGREES THAT THE USE OF APPRAISALPORT, FNC SOFTWARE AND THE INTERNET, IS AT USER'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 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 USER AND ITS PROVIDERS, OR USER (AND ITS PROVIDERS) AND CLIENTS OR THIRD-PARTIES.

Additionally, re: the Information (including any software). USER 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, USER SPECIFICALLY ACKNOWLEDGES THAT (i) THE INFORMATION, WHILE BELIEVED RELIABLE, CANNOT BE GUARANTEED AS ACCURATE, AND USER IS OBLIGED TO SECURE SUCH CONFIRMATION OF SUCH INFORMATION AS GOOD PROFESSIONAL PRACTICE DICTATES; (ii) USER SHALL BE RESPONSIBLE FOR ASSURING THAT THE INFORMATION AND ANY SOFTWARE IS APPROPRIATE TO ACHIEVE USER'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.

8. Proprietary Rights, Confidentiality and Indemnification.

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

As between USER and AppraisalPort, title to AppraisalPort and the Information (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 USER's rights under the License. USER 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.

USER shall hold AppraisalPort and the Information in confidence. USER shall not disclose or display them to any person or entity other than USER'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. USER shall protect AppraisalPort and the Information by 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. USER shall ensure that USER's employees who receive access to AppraisalPort or the Information are advised of their obligation to maintain the secrecy thereof and shall promptly notify AppraisalPort in writing of any circumstances of which USER has knowledge regarding any possible use of or access to AppraisalPort or the Information or any part thereof by any unauthorized person or entity.

USER shall indemnify AppraisalPort and its suppliers (whether suppliers 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, appropriateness or completeness of the Information, or
- iii. any aspect of the operation of USER's business in relationship with or in connection with AppraisalPort or USER'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 negligence) or act or omission of any supplier of data to AppraisalPort (including their sole negligence).

9. Limitations of liability and exclusion of damages.

FNC'S ENTIRE LIABILITY, AND USER'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, LOSS OF BUSINESS, 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 USER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID BY USER 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.

10. Equitable Relief.

Because of the unique and proprietary nature of AppraisalPort and the Information, it is understood and agreed that AppraisalPort's remedies at law for a breach by USER of its obligations under Section 3 (The License), Section 4 (E-mail, Passwords, etc.) or Section 8 (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.

11. Payment.

USER shall pay the appropriate fees for all products and services as set forth in AppraisalPort's then current Price Schedules or Product/Service Descriptions. USER 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.

AppraisalPort may present USER 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 website or other electronic system. Any such presentation shall have the same force and effect as if USER had been presented with the same in paper form, and USER shall be obligated to make payment thereon according to their terms. Provided that it is in a form and means acceptable to AppraisalPort, USER 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 and until the invoice is paid in full, late charges at the rate of 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 from date of invoice. In addition, an administrative charge of \$10.00 shall be imposed for any invoice for which payment is received more than sixty days after its date.

Regardless of any other provision hereof, it is AppraisalPort's policy to suspend or terminate 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 USER without any liability therefor.

Billing and payment under this Agreement shall be governed by this Agreement and the AppraisalPort rules and regulations related to billing and payment.

12. Arbitration.

The parties agree to submit any and all claims, demands, disputes, controversies or causes of action arising from or related to this Agreement, the use of AppraisalPort, or any communication between the parties to binding arbitration administered by the American Arbitration Association in accordance with its commercial rules then in effect, except as otherwise stated herein, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such claims, demands, disputes, controversies or causes of action shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claims, demands, disputes, controversies or causes of action of any other party. The arbitration shall be conducted in Lafayette County, State of Mississippi before a single arbitrator chosen by the parties. If the parties cannot agree on an arbitrator within 5 days of exchanging names of arbitrators, then an arbitrator will be appointed according to the commercial rules of the American Arbitration Association. The expense of the arbitration shall be borne by the parties in accordance with the award of the arbitrator. In reaching a decision, the arbitrator shall follow applicable law. The decision of the arbitrator shall be in writing setting forth the findings of fact and law, and reasons supporting the decision. This arbitration agreement shall be governed by the Federal Arbitration Act and, to the extent state law applies, by the laws of the State of Mississippi.

However, the parties, without inconsistency with this arbitration provision, may seek interim, provisional injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. Any such action or proceeding shall be brought in a state or federal court of competent jurisdiction located in Lafayette County, State of Mississippi.

13. Miscellaneous.

All notices or communications or other information required hereunder shall be provided to USER pursuant to the Electronic Delivery Methods in Section 5. Alternatively, any such notices, communications or information may be given personally, or be sent by first class mail postage prepaid, by facsimile machine, or by a reputable courier service to USER at the address provided by USER in this User Agreement or as provided by USER on the AppraisalPort website, or at such other address as AppraisalPort may designate in writing from time to time in accordance with this Section 13.

This Agreement constitutes the entire understanding and agreement between AppraisalPort and USER with respect to the transactions and relationships 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 but only for the duration 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 USER and AppraisalPort or FNC. USER is not by virtue of this Agreement authorized as an agent or legal representative of AppraisalPort or FNC. USER 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.

If any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, that portion of this Agreement shall be severed and 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:

support@appraisalport.com if by e-mail, or

AppraisalPort
Attention: General Counsel
1214 Office Park Drive
Oxford, MS 38655

Suspected breaches or unauthorized uses should be reported to: fncirt@fncinc.com

The effective date of this Agreement is September 13, 2008.