

HOPE LOANPORT
END USER LICENSE AGREEMENT
EFFECTIVE AS OF AUGUST 2010

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU (WHICH SHALL BE IDENTIFIED HEREIN AS "You" OR THE "User" (WITH "User" FURTHER DESCRIBED BELOW)) AND HOPE LOANPORT ("HLP"). BEFORE ACCESSING OR USING ANYTHING FROM HLP'S SYSTEM, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") AS THEY GOVERN ACCESS TO AND USE OF THE SYSTEM AND ITS ASSOCIATED SOFTWARE, DATABASES, MATERIALS, AND INFORMATION (THE "PORTAL"). HLP IS WILLING TO ALLOW ACCESS TO AND USE OF THE PORTAL ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

TERMS AND CONDITIONS

1. **LICENSE GRANT.** Conditioned on your compliance with the terms and conditions of this Agreement, this Agreement provides you with a limited, non-exclusive, non-transferable, and non-sublicenseable license to use solely for your internal business purposes the Portal and, in particular, certain information available through the Portal regarding loan applications for individuals at-risk of and/or in financial difficulty as result of their home mortgage (each a "Homeowner") (all such information together the "Homeowner Data").
2. **RESTRICTIONS.** You may not (i) use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, reverse engineer, decompile, or commercially exploit the Portal (or any part thereof) and/or the Homeowner Data provided by HLP in any manner not expressly permitted by this Agreement or by HLP in writing; (ii) access, link to, or use any source code from the Portal (or any part thereof); or (iii) erase or remove any proprietary or intellectual property notice contained in or on the Portal (or any part thereof). In addition, you shall not enter into any contractual relationship or other legally binding obligation with any third party or person which shall have the purpose or effect of encumbering HLP or the use of the Portal (or any part thereof) without HLP's express permission or consent. You acknowledge and agree that exceeding the scope of the license herein shall be a material breach of this Agreement and subject to the termination provisions set forth herein.
3. **USER OBLIGATIONS.** You access the Portal on your own volition and are responsible for compliance with all applicable laws with respect to your use. You represent that you will, at all times, provide true, accurate, current, and complete information when submitting information or materials on the Portal, including, without limitation, when you provide information via a Portal registration or submission form. If you provide any false, inaccurate, untrue, or incomplete information, HLP reserves the right to terminate immediately your access to and use of the Portal. In addition, you shall be responsible for obtaining, paying for, or providing communication lines, parts, modems, interface equipment, computers, servers, laptops, and workstations as necessary for use and maintenance of the connections and related capacity between you and the Portal.
4. **ACCOUNT MAINTENANCE.** You shall reasonably cooperate with HLP with respect to HLP providing you with access to the Portal. Registration with and access to the Portal and your on-line account requires both a user name and a password (to be created by HLP, but which can be changed by you). You agree to keep confidential the user name and password for your on-line account, and will ensure that only you and your Authorized Users access your account. You also agree not to use another User's account, user name, and/or password. HLP is not responsible for the usage of your account. You will immediately notify HLP if you become aware of any loss or theft of your password or any unauthorized use of your user name and password. HLP will not be liable for any loss or damage arising from your failure to comply with these obligations, including, without limitation, if another party or person accesses your account. In connection with the foregoing, HLP reserves the right to delete or change a user name or password at any time and for any reason. HLP will provide notice any such deletion or change.
5. **LINKS.** HLP may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by HLP and are maintained by third parties over which HLP exercises no control. Accordingly, HLP expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party sites. Moreover, these links do not imply an endorsement with respect to any third party or any site or the products or services provided by any third party.
6. **PROPRIETARY RIGHTS.** HLP does not grant any implied right to you or any other person and transfers no ownership or intellectual property interest or title in and to the Portal (or any part thereof) and/or the Homeowner Data to

you or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, databases, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any information or content contained on or available through the Portal, unless otherwise indicated, are owned, controlled, and licensed by HLP or its licensors. The Portal is Copyright © 2009-2010 Hope LoanPort and/or its licensors. All rights reserved. HLP or its licensors also owns a copyright in the contents of the Portal as a collective work and/or compilation and in the selection, coordination, arrangement, and enhancement of the content and information on or available through the Portal. Any downloadable or printable programs, directories, databases, information, or materials available through the Portal and all patents, copyrights, trade secrets, and know-how related thereto, unless otherwise indicated, are also owned by HLP or its licensors. HOPE LOANPORT, HLP, the HLP logo, and all other names, logos, and icons identifying HLP and its programs, products, and services are proprietary trademarks of HLP, and any use of such marks, including, without limitation, as domain names, without the express written permission of HLP is strictly prohibited. Other product and company names mentioned herein or on the Portal may be the trademarks and/or service marks of their respective owners.

7. **CONFIDENTIALITY.** You acknowledge and agree that in connection with this Agreement or your use of the Portal you may receive or gain access to the confidential, proprietary, or sensitive information of HLP and/or its licensors and suppliers, including, without limitation, the Homeowner Data received from HLP as well as any information that identifies an individual Homeowner by his or her name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, or transactional, employment, or financial data (with such personally identifiable information for each Homeowner referred to herein collectively as "Nonpublic Personal Information" (the "Confidential Information"). Moreover, you acknowledge and agree that (i) the Portal includes unpublished, licensed works, and trade secrets; (ii) independent economic advantages are derived by HLP from its ownership of the Portal; and (iii) the Portal's software, databases, and programming code are also Confidential Information. Accordingly, with respect to the Confidential Information of HLP, you agree to secure and protect the confidentiality of the Confidential Information of HLP (and/or its licensors and suppliers) in a manner consistent with the maintenance of HLP's rights therein, using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You also acknowledge and agree that any unauthorized disclosure or use of such Confidential Information would be detrimental to HLP and its business and goodwill. You therefore shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Agreement. All Confidential Information of HLP shall remain the exclusive property of HLP or its licensors or suppliers. These restrictions do not apply to Confidential Information which you (i) are required by law or regulation to disclose, but only to the extent and for the purposes of such law or regulation; (ii) disclose in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if you first notify HLP of the order and permit HLP to seek an appropriate protective order or move to quash or limit such order; or (iii) disclose with written permission of HLP, in compliance with any terms or conditions set by HLP regarding such disclosure. Upon termination or expiration of this Agreement, you shall return to HLP or destroy, at the request of HLP, all Confidential Information of HLP, which you are not permitted to retain, and certify in writing to HLP, within ten (10) days following termination or expiration, that all such Confidential Information has been returned or destroyed.
8. **REPRESENTATIONS AND WARRANTIES.** You represent and warrant to HLP that (i) you are at least eighteen (18) years of age or the legal age of majority, (ii) you are authorized to enter into this Agreement, (iii) you are authorized and able to fulfill and perform the obligations and obligations of a User as specified herein, and (iv) any information or data provided to HLP by you or your Authorized User(s) will not violate any law or regulation or any third party or person's right.
9. **WARRANTY DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY AGREED BY HLP IN WRITING, THE PORTAL AND ALL HOMEOWNER DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND HLP HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. HLP ALSO DOES NOT REPRESENT OR WARRANT THAT THE PORTAL WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS.
10. **LIMITATION OF LIABILITY.** You acknowledge and agree that HLP shall not be liable or responsible for any claim, damage, or loss resulting from a cause beyond HLP's control. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL HLP BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE PORTAL OR ANY INFORMATION OR MATERIALS AVAILABLE THROUGH THE PORTAL, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF HLP HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
11. **GOVERNING LAW.** This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the District of Columbia, U.S.A., as applied to agreements entered into and completely performed in the

District of Columbia. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed.

12. **ENFORCEMENT.** HLP reserves the right to monitor compliance with the terms and conditions of this Agreement and to otherwise protect its rights in the Portal. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Portal. You also acknowledge that any breach, threatened or actual, of this Agreement will cause irreparable injury to HLP and/or its licensors or suppliers, such injury would not be quantifiable in monetary damages, and HLP and/or its licensors or suppliers would not have an adequate remedy at law. You therefore agree that HLP and/or its licensors or suppliers (or on their behalf) shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement. Accordingly, you hereby waive any requirement that HLP or its licensors or suppliers post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to HLP to enforce any provision of this Agreement.
13. **TERM AND TERMINATION.** This Agreement and your right to use the Portal will take effect at the moment you click "I ACCEPT" or you register with or use the Portal and is in effect so long as you pay all applicable fees and charges in a timely manner or until terminated earlier as set forth below. This Agreement will terminate automatically if you click "I REJECT" or if your Participation Agreement with HLP (if you are accessing the Portal under such agreement) terminates for any reason. This Agreement will also terminate automatically (and with notice to your account) if you fail to comply with the terms and conditions of this Agreement. Upon termination or expiration, you must return to HLP and/or destroy or delete from your computer, laptop, work station, network, or system all copies of the Portal (and any associated materials and Homeowner Data that you are not otherwise permitted to retain under the terms of a Participation Agreement executed with HLP) in your possession. If requested by HLP, you shall provide written confirmation of your compliance with this obligation. Unless otherwise agreed in writing by HLP, any licenses from HLP and any right to use the Portal and/or the Homeowner Data shall immediately cease upon termination of this Agreement. The provisions concerning proprietary rights, confidentiality, submissions, representations and warranties, warranty disclaimer, limitation of liability, indemnification and notification of security breach, governing law, enforcement, termination, notices, and the miscellaneous terms will survive the termination or expiration of this Agreement for any reason.
14. **SPECIFIC PROGRAMS; OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions, including, without limitation, HLP's Participation Agreement and HLP's Privacy Policy, apply to the use of the Portal and/or the receipt of any Homeowner Data, all of which are made a part of this Agreement by this reference. You agree to abide by such other notices, terms, and conditions. This Agreement governs your use of the Portal and/or the Homeowner Data and is not intended as an amendment to HLP's Participation Agreement. HLP's obligations, if any, with respect to its services, programs, and/or products are governed solely by the terms, conditions, notices, and agreements, if any, pursuant to which they are provided, and nothing should be construed to alter such terms, conditions, notices, and agreements.
15. **MISCELLANEOUS.** The relationship between you and HLP is and shall be that of independent contractors and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint venturers, or employer and employee. Failure by HLP to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, you agree that unless it materially affects the entire intent and purpose of this Agreement, the invalidity, voidness, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. Headings are for convenience only and have no legal or contractual effect.