



Better information. Better decisions.

CLEARBOX® SUBSCRIBER ACCESS AGREEMENT

THIS SUBSCRIBER ACCESS AGREEMENT (the "Agreement") effective as of this date, is made by and between ("Subscriber") and Clearbox, LLC ("Clearbox"), a Maryland corporation having offices at 12417 Ocean Gateway, Suite 286, Ocean City, MD 21842. This agreement term is for one year and thereafter will continue on a month to month basis.

Subscriber and Clearbox agree as follows:

NOW THEREFORE THIS AGREEMENT WITNESSES, that for good and valuable consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, Clearbox and Subscriber hereto covenant and agree as follows:

Beginning today, Clearbox shall make available to Subscriber the documentation and data enumerated in this Agreement which includes an online interactive database of appraiser credentials. Clearbox agrees to grant access to Subscriber to the Clearbox website in accordance with the terms and conditions of this agreement. The entire Clearbox suite of products is accessible by log-in using the web address www.clearbox.com.

Subscriber agrees to comply with all Clearbox rules and regulations in connection with subscriber's use of the Clearbox web site.

1. Clearbox Database Services:

1.1 Contents of Database. Clearbox requests, collects and assembles disciplinary actions from each state appraisal agency, but not all states make this information readily available. As such, the lack of a disciplinary action in our database does not constitute a "clean record". Clearbox continuously attempts to gather all disciplinary actions possible for your use. Licensure information is collected from various government agencies for all appraisers. Participating appraisers have voluntarily submitted all other information collected to share with all Clearbox subscribers.

1.2 Evaluation of Information. Subscriber acknowledges that Clearbox obtains the information and documents in the database from individual appraisers, other subscribers, and public information such as State Appraisal Boards and the Appraisal

Subcommittee. Clearbox also partners with third party providers for services such as background checks.

1.3 Warranty Disclaimer. Subscriber expressly agrees that all data made accessible to Subscriber is provided on an "as is," "as available" basis, and that use of the database and the information available through the Clearbox website are at the sole risk of Subscriber. Subscriber is advised to have appropriate policies in place to audit the performance of their real estate appraisers and to maintain appeal practices in the event of appraiser placement on exclusionary lists.

Clearbox and its licensors do not warrant that the database or Clearbox web site will be uninterrupted or error-free, and Clearbox, its licensors and third-party information suppliers make no warranty as to the accuracy, completeness, currency or reliability of any information available through the Clearbox site. Clearbox, its licensors and third-party information suppliers expressly disclaim any and all warranties including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

1.4 Database. Clearbox shall maintain and make available to Subscriber the documentation and data enumerated in this Agreement. As documents and data supplied by state appraisal boards become obsolete, Clearbox will use all reasonable efforts to update with the most current information available. Background checks are provided through a third party to Clearbox. Any and all disputes of information contained within a background check presented by our site must be done through Clearbox. Background checks found in Clearbox SELECT are the sole property of the appraiser.

1.5 Data. Subscriber has full access rights only while their subscription is active. Data may not be used for purposes other than vendor management.

1.6 User ID & Password. Clearbox hereby assigns to a designated "Master Account" one (1) unique User ID and Password. The User ID and Password will be emailed after your account has been approved. The assigned Password must remain confidential to the Master Account Holder only and may not be used by any other person. The Subscriber shall be responsible for properly using the User ID and Password with the appropriate Clearbox website to access and use the appraiser database. The Master Account Holder may add other employees of Subscriber as additional users and is responsible for their use of the Clearbox website.

1.7 Access and Privacy. Clearbox allows subscribers to provide access to their employees by assigning passwords and grant each person the appropriate level of access. The administration area of the Web Site will give user name and password controls to the "Master Account" only.

1.8 Security. Subscriber is responsible for safeguarding and maintaining the confidentiality of their Clearbox Password and is liable for any consequences that may result from its disclosure, including but not limited to immediate termination of this Agreement and liability for use of the Clearbox databases by any unauthorized person through Subscriber's Password.

1.9 Subscriber Information. Clearbox reserves the right to disclose its subscriber list to appraisers. This includes posting Press Releases on the Clearbox website.

2. Clearbox Web Site:

2.1 License Grant. Clearbox hereby grants to Subscriber, a personal nonexclusive, nontransferable license granting access to use the Clearbox database.

2.2 License Restrictions. Subscriber is expressly prohibited from

2.2.1 Using the Clearbox website for any purpose other than accessing, using and retrieving information from the database; and

2.2.2 Causing or permitting the reverse engineering, reformatting, recasting, disassembly or decompilation of the database or Clearbox web site.

2.3 Title. Title to the Clearbox® website and all data contained within the database is retained by Clearbox as applicable, and shall not pass to Subscriber. All rights, title and interest in each and every appraiser profile and credential compilation created by Clearbox, and in the ownership of the copyright therein, shall at all times remain vested in Clearbox.

3. INDEMNIFICATION:

3.1 Indemnification to Third Parties. Subscriber shall indemnify and hold Clearbox and its officers, directors, employees, agents, representatives, licensors and shareholders harmless from and against any and all liability, damages, loss or expense (including attorney's fees or any other fees) arising from any claim, demand, action or proceeding initiated by any third-party against any of them and based upon any action or inaction of Subscriber. Subscriber shall assist Clearbox at Subscriber's expense, in the defense or settlement of any claim to which this indemnification obligation applies.

3.2 Exclusion and Limitation of Liability Warranty. Neither Clearbox nor any of its affiliates, shareholders, officers, directors, employees, agents, representatives or licensors shall be liable to Subscriber or anyone else for any direct, indirect, incidental, special, or consequential damages that result from the use of, or inability to use, the data, including, but not limited to, reliance by any subscriber or authorized user on any information obtained through use of the Clearbox website that result from mistakes, omissions, deletions or delays in transmission of such information, interruptions in telecommunications connections, viruses or failures of performance, whether caused in whole or part by negligence, acts of god, telecommunications failure, theft or destruction of, or unauthorized access to, Clearbox or related information, records or programs.

Clearbox shall not be liable for any loss suffered by Subscriber directly or indirectly resulting from the cancellation, revocation, or termination of any insurance policy, license or professional designation of any Appraiser contained in the appraiser database.

3.3 Maximum Aggregate Liability. In no event shall the liability of Clearbox, its affiliates, shareholders, officers, directors, employees, agents, representatives and licensors arising out of any claim related to this agreement exceed the aggregate

amount paid by subscriber hereunder in the twelve months immediately preceding the event giving rise to such claim.

4. DISPUTE RESOLUTION:

All claims, disputes and controversies and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement, or the breach thereof, which cannot be resolved by the parties, shall be settled by binding arbitration pursuant to the rules then in effect of the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in Ocean City, MD, Worcester County, in a court having jurisdiction thereof. Notwithstanding any provisions in such rules to the contrary, the arbitrator(s) shall have no authority to add or detract from the agreements of the parties.

5. LEGAL FEES AND COSTS:

In the event legal action is taken by or against Subscriber, and Clearbox prevails, Subscriber will be obligated to reimburse Clearbox for the reasonable attorney's fees, costs and expenses it incurred in pursuing such legal action. Subscriber will also be responsible for any legal fees and costs incurred by Clearbox in enforcing any order or collecting any judgment against Subscriber.

6. AMENDMENTS:

This Agreement may not be amended or changed in any way. This Agreement shall not be contravened by any terms contained in any purchase order, confirmation or acknowledgment signed by the parties hereto, and no modification or amendment of this Agreement shall be deemed effected by any purchase order, confirmation or acknowledgment containing other or different terms. Should any such purchase order, confirmation or acknowledgment contain additional or different terms, those terms shall be considered proposals by Subscriber which are hereby rejected. Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by either party. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland applicable to contacts made and performed in Maryland.

7. Termination of Agreement:

If this agreement is terminated before the one year agreement is completed, Subscriber must pay for each remaining month.

8. Termination on Insolvency:

Either party has the right to terminate this agreement where the other party becomes insolvent, fails to pay its bills when due, makes an assignment for the benefit of creditors, goes out of business, or ceases production.

9. Modification of Service:

Clearbox may, but is not required to, modify the Service, including removing information and making additional information available, and adding and removing system

functions. Certain products and services made available in conjunction with this Service may be subject to agreements other than this Agreement and may require payment of additional fees.

10. Entire Agreement:

This Agreement sets forth the entire agreement between you and Clearbox regarding the Clearbox service and supersedes all previous discussions and agreements. Any other understandings, representations, or warranties not contained in this Agreement shall not be binding on either party.