EVALUATION AGREEMENT

This Evaluation Agreement (the "Agreement"), when accepted by both you ("Customer") and CoreLogic Solutions, LLC ("CoreLogic"), will be a binding contract.

BY CLICKING "I ACCEPT" AND/OR BY ACCESSING OR USING THE SERVICES, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON CUSTOMER'S BEHALF AND THAT CUSTOMER WILL BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. **Services for Evaluation.** Customer's use of the CoreLogic bulk data accessed via AWS Data Exchange (collectively, the "Services") are subject to this Agreement:

2. **License Grant and Restrictions.** Subject to the terms and conditions of this Agreement, CoreLogic grants to Customer a non-exclusive, non-transferable license to access and use the Services solely for Customer's internal evaluation purposes and not for any production or other commercial purposes, including, without limitation, any purposes regulated by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"), or in any way that would cause the Services to constitute a "consumer report" under the FCRA or any similar statute, for a period which shall begin on the date that Customer accesses the Services for the first time and shall end 30 days later, but in no event more than 60 days after Customer accesses the Services for the first time (the "Evaluation Period"). CoreLogic shall provide the Services to Customer via AWS Data Exchange (the "Platform"). If Customer desires to license the Services from CoreLogic for production or other commercial purposes, the parties shall enter into a separate mutually-acceptable agreement for such purpose. CoreLogic reserves all rights not expressly granted herein.

3. **Fees.** Customer shall receive the Services at no charge during the Evaluation Period; provided, however, that Customer may be subject to separate fees in connection with its use of the Platform.

4. **Proprietary Information.** CoreLogic developed and is the owner of or has rights to the Services. CoreLogic reserves all rights in and to, the Services, all underlying data compilations and information, all materials related to the Services, and all intellectual property including but not limited to patents, trademarks, copyrights, and trade secrets derived from the Services (collectively, "Proprietary Information"). Customer shall not: (i) sublicense, resell, relicense or redistribute the Proprietary Information in whole or in part; (ii) modify, make derivative works of, disassemble, decompile, reverse engineer any portion of the Proprietary Information, including, without limitation, to develop, enhance, or structure any database, or to create any derivative product including but not limited to analytics, metrics, tables, and other compilations, in any form for any purpose; and/or (iii) use the Proprietary Information in any way that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing. Any derivative work (models, trend analysis, data analysis, new methods or process, etc.) created, either directly or indirectly, using the Proprietary Information ("Derivative Work") will be owned by CoreLogic and become the intellectual property of CoreLogic. Customer shall maintain commercially reasonable security measures to prevent the unauthorized use or disclosure of the Proprietary Information.

5. **Confidentiality.**

5.1 <u>Obligations</u>. The parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold in strict confidence and trust the Services, the Proprietary Information and all information relating to the business of the disclosing party ("Disclosing Party") which the receiving party ("Receiving Party") ought reasonably to consider to be confidential, and all information identified by the Disclosing Party to the Receiving Party as proprietary or confidential (collectively, the "Confidential Information"). Confidential Information may be written or verbal. The parties shall not use, reproduce or disclose the Confidential Information of the other party to any person or entity. Any reproduction of Confidential Information shall remain the property of the Disclosing Party and shall contain all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing Party. Each party may disclose Confidential Information of the other party only to those of its employees, contractors, consultants and advisors (collectively, "Representatives") who have previously agreed to be bound by confidentiality terms and conditions at least as restrictive as those set forth in this Agreement and who have a need to know such information. The Receiving Party shall be responsible for any use of the Disclosing Party's Confidential Information by the Receiving Party's Representatives. The Receiving Party shall promptly notify the Disclosing Party upon confirming any loss or unauthorized disclosure of the Disclosing Party's Confidential Information.

5.2 <u>Exclusions to Confidentiality</u>. The restrictions on use and disclosure of Confidential Information set forth in Section 5.1 shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through

no fault of the Receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the Receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the Receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the Receiving Party or a third party without reference or access to the Disclosing Party's Confidential Information; or (v) is otherwise agreed upon in writing by the parties not to be subject to the restrictions set forth in Section 5.1.

5.3 Disclosures Required by Law. The Receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation, subpoena or court order, provided that: (i) the Receiving Party shall use all reasonable efforts to provide the Disclosing Party with at least 10 days' prior notice of such disclosure, (ii) the Receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, (iii) the Receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information; and (iv) the Receiving Party allows the Disclosing Party to intervene in the action.

6. **Audit.** CoreLogic may, upon reasonable notice to Customer, audit Customer for the purpose of ensuring Customer's compliance with the terms of this Agreement. Any such audit shall be conducted by an independent third-party auditor selected by CoreLogic and shall not unreasonably interfere with Customer' business operations. Should Customer not cooperate with CoreLogic 's reasonable request to audit for compliance within thirty (30) days of notice thereof, Customer shall be deemed in material breach of this Agreement.

7. **Term; Destruction of Services.** This term of this Agreement shall commence on the date that Customer accesses the Services for the first time and shall terminate at the end of the Evaluation Period. Either party may terminate this Agreement prior to the end of the Evaluation Period at any time upon written notice to the other party. Upon expiration or termination of this Agreement, all rights granted to Customer terminate. Within 15 days of expiration or termination of this Agreement, Customer, at its own expense, shall destroy the Services.

8. **DISCLAIMER.** THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. CORELOGIC SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and replaces any prior or contemporaneous oral or written communications between the parties with respect to the subject matter herein. The parties will at all times perform their obligations under this Agreement as independent contractors. CoreLogic may update this Agreement from time to time. If/when this Agreement is updated, Customer will be required to accept the updated Agreement in order to continue to use the Services. If any of the provisions of this Agreement become invalid, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. The following sections survive termination of this Agreement and continue in full effect until fully satisfied: 4 (Proprietary Information); 5 (Confidentiality); 6 (Audit); 7 (Term; Destruction of Services); 8 (Disclaimer); and 9 (Miscellaneous). This Agreement is governed by and construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be brought by either party in a court of competent jurisdiction located in Orange County, California. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any lawsuit arising out of or related to this Agreement. Customer shall not assign, sublicense, or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of CoreLogic, and any attempt to assign, sublicense, or transfer this Agreement shall be void. Any notice or other communication required under this Agreement shall be provided in the following manner: (1) if from Customer to CoreLogic, in writing via mail sent to the following: CoreLogic, 40 Pacifica, Ste. 900, Irvine, CA 92618, Attn: Legal Department; (2) if from CoreLogic to Customer, via email to Customer's contact email address provided via the Services; or (3) if the notification is related to the termination of this Agrement, via any functionality that may exist in the Services specifically designed to terminate this Agreement. Any such notice or communication is deemed properly delivered upon the other party's receipt.