eMortgage Technology Certification

Application Agreement

This agreement is between the Mortgage Industry Standards Maintenance Organization, Inc. and the party applying for MISMO eMortgage Technology Certification. Please read it in full before signing.

MISMO · 1919 M Street NW, 5th Floor, Washington, DC 20036 · info@mismo.org · 202-557-2880

MISMO® eMortgage Technology Certification Application Agreement This MISMO eMortgage Technology Certification Application Agreement ("Agreement") is made and entered into by and between the Mortgage Industry Standards Maintenance Organization, Inc. ("MISMO"), a Delaware corporation with its principal place of business at 1919 M Street, NW, 5th Floor, Washington DC, 20036, and the party submitting an Application to obtain MISMO eMortgage Technology Certification ("Applicant").

By signing below, the individual doing so acknowledges and agrees that he or she has fully read and agrees, on behalf of Applicant, that Applicant intends to and will be bound by the provisions of this Agreement.

Whereas, MISMO has created the MISMO eMortgage Technology Certification Program in order to allow for the certification of eMortgage technology providers whose product(s) is/are compliant with applicable MISMO Standards and/or Certification Requirements; and Whereas, Applicant wishes to submit one or more products to MISMO for eMortgage Technology Certification in accordance with the terms of this Agreement. Now, therefore, in consideration of the mutual rights and obligations of the parties set forth herein, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions:

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

a. **Application.** Required submissions pertaining to Applicant and the products that Applicant seeks to have MISMO certified, per the applicable MISMO process, including but not limited to a completed MISMO eMortgage Technology Certification Application, the relevant Questionnaire(s), this Agreement (executed), and any supporting documentation.

b. **Certified Product.** An eMortgage technology product that has been reviewed and certified by MISMO, and for which the Applicant has been notified in writing by MISMO that it may represent, pursuant to the terms of the MISMO Compliance Certification Mark License Agreement, that such product has received an eMortgage Technology Certification from MISMO.

c. **Certification Period.** The period of time specified by MISMO in its sole discretion that the certification of a particular unmodified Certified Product will remain in effect before re-certification is required.

d. **MBA.** The Mortgage Bankers Association, an Illinois nonprofit corporation recognized as a tax-exempt business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended.

e. **MISMO Intellectual Property.** Any rights owned or provided by MISMO in copyrights, authored works, trademarks, service marks, right of publicity, authors' rights, contract and licensing rights, the goodwill therein and all other intellectual property rights as may exist now and/or hereafter come into existence, the general appearance, visual architecture or design thereof, and all renewals and extensions thereof, regardless of whether such rights arise under the laws of the United States or any other state, country or jurisdiction, including but not limited to all MISMO Compliance Certification Marks.

f. **MISMO Certification Requirements.** Requirements for certain technology products, as promulgated by MISMO, which are used as a basis for assessment and certification of such products.

g. **MISMO Compliance Certification Mark.** The certification logo, service mark, interface tags and any other designations owned by MISMO or MBA that an Applicant will be permitted to use in association with its Certified Products after such product or component is certified and upon Applicant's agreement to be bound by the MISMO Compliance Certification Mark License Agreement.

h. **MISMO Compliance Certification Mark License Agreement.** The license agreement that governs an Applicant's use of the MISMO Compliance Certification Marks, as amended from time to time by MISMO in its sole discretion, a copy of which is currently available at http://www.mismo.org/.

i. **MISMO Compliance Disclaimer.** Information made available to the general public by MISMO that indicates the scope and nature of the MISMO Compliance Certification, and disclaims liability for any use of or reliance on a Certified Product's certified status in choosing whether or not to use such Certified Product.

j. **MISMO Compliance Register.** The official record of all Certified Products, which is maintained by MISMO.

k. **MISMO Standards.** Artifacts agreed to and designated by the Governance process of MISMO. MISMO Standards are available on the MISMO Web site.

l. **Person.** Any individual, firm, partnership, association, trust, corporation, joint venture, unincorporated organization, limited liability company, governmental body or other entity.

m. **Questionnaire.** The Questionnaire, Attestations, & Required Documentation form corresponding to the product type for which the Applicant is seeking MISMO certification. The Questionnaire is a required component of the Application.

2. eMortgage Technology Certification Process

The MISMO eMortgage Technology Certification process consists of the Applicant answering questions and making certain attestations regarding the Applicant and the product(s) being submitted for certification by MISMO, providing required documentation about/relevant to the product(s), and providing a demonstration of the product(s), which shall be conducted as directed by MISMO.

a. **Application & Payment.** To apply for MISMO eMortgage Technology Certification, the Applicant must submit an Application to MISMO along with all corresponding application fees. Payment to MISMO must be by credit card or check. The MISMO eMortgage Technology Certification process does not begin until a completed Application and corresponding application fees have been received by MISMO and this Agreement has been executed by both Applicant and MISMO.

b. **Review of Questionnaire.** MISMO will review the Applicant's completed Questionnaire and any documentation (e.g., procedures, policies, guides) provided by the Applicant in response to the "Required Documentation" noted in the Questionnaire.

c. **Product Demonstration.** MISMO and Applicant will schedule a demonstration of the product being submitted for certification. MISMO will guide the Applicant through numerous scenarios to observe the product's functionality and capabilities and determine whether they comply with the applicable MISMO Standards or Certification Requirements. At the completion of the demonstration, the Applicant will be required to provide certain artifacts pertaining to the demonstration.

d. **Review and Remediation of Findings.** MISMO will review the results of the product demonstration, including any provided artifacts, and all information and documentation submitted in the Applicant's Application. MISMO will identify any items that are not compliant with the relevant MISMO Standards or Certification Requirements and therefore require remediation by the Applicant. MISMO will inform the Applicant of the items requiring remediation and the Applicant will have an opportunity to remediate them.

e. **Final Review by MISMO.** Once the Applicant has had the opportunity to complete any required remediation, MISMO will review and make a final determination as to whether the product is compliant with the relevant MISMO Standards or Certification Requirements and is therefore entitled to certification.

f. **Appeals Process.** If the Applicant disagrees with MISMO's final certification determination, it has 15 days from the date such determination is communicated to the Applicant to submit a formal appeal to MISMO. MISMO will appoint a review board to review the certification results and the Applicant's formal rebuttal and evidence of compliance. The findings of the review

board will be final and binding. The Applicant agrees to accept and be bound by the results of any appeal.

g. **Acknowledgement.** The Applicant recognizes and acknowledges that the opinions and findings of MISMO are based on a comparison of submitted information and observations made during the product demonstration against the relevant MISMO Standards or Certification Requirements and represents MISMO's judgment, given with due consideration to the particular product in question, the necessary limitations of practical operation, and MISMO's objects and purposes, and agrees that the MBA and MISMO do not warrant or guarantee Certified Products or the reliance thereupon. MISMO is entitled to rely on any files or information provided by the Applicant.

h. **Application Expiration.** For initial MISMO certification, not renewal of certification (for renewal procedure, see Section 4 below), Applicant has a period of one year from Application submission to complete the processes required for eMortgage Technology Certification or the application fee is forfeited and a new Application along with all applicable fees will be required for certification.

3. Applicant Warranties:

a. **Warranty of Compliance.** By signing this Agreement, Applicant represents and warrants that any product it identifies during Application and submits for certification meets the applicable MISMO Standards or Certification Requirements at the time of submission for certification. Applicant further agrees to maintain each Certified Product so that it complies with the MISMO Standards or Certification Requirements applicable to the Certified Product throughout the applicable Certification Period. If the Applicant fails to ensure continued compliance with the applicable MISMO Standards or Certification Requirements, MISMO may revoke the product's certification as well as Applicant's right to continue to use the Compliance Certification Mark.

b. **Other Warranties.** Applicant further represents and warrants to MBA and MISMO that:

▯ The Applicant is submitting complete and accurate information in its Application. Should any information cease to be complete and accurate during the certification process the Applicant will supplement its Application with updated information.

▯ The Applicant is duly organized, validly existing and in good standing under the laws of the state of its formation and has obtained all licenses and authorizations necessary to conduct business in each state in which it is doing so.

▯ The Applicant has all requisite corporate power and authority to execute and perform its obligations under this Agreement. The execution of this Agreement by the Applicant and the

consummation of the transactions contemplated thereby have been duly and validly authorized by the Applicant and are intended to form an agreement that is binding on Applicant.

Neither the execution and delivery of this Agreement nor fulfillment of nor compliance with the terms and provisions hereof will violate any provision of any law having applicability to the Applicant or conflict with or result in a breach of or constitute a default under the charter or bylaws of the Applicant or any agreement to which it is a party.

4. Post Certification

a. Finalization of Certification; Trademark License. If Applicant successfully completes the MISMO eMortgage Technology Certification process, MISMO will so notify Applicant via electronic mail, providing the dates of the applicable Certification Period and a copy of the MISMO Compliance Certification Mark License Agreement for execution. After such agreement is executed, Applicant will be authorized, according to the terms of such agreement, to use the MISMO Compliance Certification Mark in connection with the Certified Product. Applicant shall not be permitted to use a Compliance Certification Mark in connection with any product until the Applicant executes a MISMO Compliance Certification Mark License Agreement. As further set forth in the MISMO Compliance Certification Mark License Agreement, the certification of a Certified Product and Certification Period will only apply to the product as submitted. Any change to the product may require the re-certification thereof, and any attempt to use a MISMO Compliance Certification Mark without its accompanying Compliance Disclaimer shall void such license. Applicant understands that MBA and MISMO make no representation that compliance with the MISMO Standards or Certification Requirements indicates that the Applicant's systems will operate without error or according to their applicable design standards or that the Applicant's system and the systems of third parties will be interoperable.

b. **Renewal.** MISMO certification renewal by the Applicant is required at the end of each Certification Period. To renew MISMO certification of its product, the Applicant must submit a new MISMO eMortgage Technology Certification Application along with the applicable application fee. If this Agreement remains in effect, then it is not necessary for the Applicant to submit a new MISMO eMortgage Technology Certification Application Agreement. MISMO will direct the Applicant as to whether a new Questionnaire and supporting documentation must be provided. If the Applicant's product remains substantially the same as it was the last time it was certified by MISMO, and the applicable MISMO Standards or Certification Requirements also remain substantially the same as they were the last time the product was certified by MISMO, then MISMO may reduce the application fee for renewal.

Using the process detailed herein in Section 2, certification renewal confirms that the product complies with the then-current MISMO Standards or Certification Requirements, as applicable. Failure to complete the certification renewal process within 60 days after expiration of the certification will result in removal of the Certified Product from the MISMO Compliance Register and termination of the MISMO Compliance Certification Mark License Agreement.

MISMO will send, as a courtesy, a renewal reminder notice by electronic mail to the Applicant at or about 60 calendar days but no fewer than 45 calendar days prior to the end of the applicable Certification Period. Applicant will be solely liable for ensuring that it renews such product's certification, and MISMO will not be liable to Applicant should Applicant fail to renew a certification, even if MISMO does not send the reminder notice referred to herein.

5. Confidentiality and Ownership:

a. MISMO shall, except where a provision of this Agreement provides otherwise or as otherwise required by any applicable law, maintain in confidence all non-public information the Applicant discloses to MISMO in connection with its Application. Except as provided in this Agreement, no license, express or implied is granted by the Applicant to MISMO by virtue of such disclosure and MISMO shall not use any such information except for the purposes of this Agreement. MISMO's obligations under this Section 5 shall be limited to taking such steps as it ordinarily takes to preserve its own confidential information of a like nature. The obligations of non-disclosure and non-use set forth in this Agreement shall not apply to any item of information which:

- **i.** is in the public domain at any time (but without prejudice to any Person's rights of action against another Person who wrongfully causes or permits such information to be in the public domain);
- **ii.** was rightfully in MISMO's possession without obligation of confidence prior to its disclosure pursuant to this Agreement, or is subsequently independently developed by MISMO's employees having no access to the information disclosed by Applicant hereunder;
- **iii.** is subsequently rightfully obtained without obligation of confidence by MISMO from a source other than the Applicant as evidenced by written records; or
- **iv.** is required to be disclosed by order of any court of competent jurisdiction.

b. To facilitate the review and approval of Applicant's product by third parties, Applicant acknowledges and agrees that MISMO may disclose generally the fact that certification has been issued, which includes providing general information about the certification process and publication of the issuance of certification on MISMO's Web site. Applicant further

acknowledges and agrees that MISMO may disclose to third parties the Applicant's responses to the "Questionnaire" section of the Questionnaire and the product demonstration artifacts. Any such disclosure to a third party shall only be made pursuant to a fully executed non-disclosure agreement between the third party and MISMO. Further, such non-disclosure agreement shall be predicated on the Applicant seeking certification/approval of its product by such third party and any disclosure by MISMO shall be for the specific purpose of supporting such third party's review of the Applicant's product.

c. Lastly, Applicant acknowledges and agrees that electronic communications and databases are subject to errors, tampering and break-ins and that, notwithstanding the efforts of MISMO to implement reasonable security precautions, MISMO does not guarantee or warrant that such events will not take place. Applicant agrees to follow all access and security procedures provided from time to time by MISMO, and Applicant will not attempt, nor will Applicant aid or abet any other person in any attempt, to circumvent or otherwise interfere in any way with any security precautions or measures of MISMO.

d. Applicant acknowledges that the MISMO Intellectual Property is the exclusive and sole property of MISMO or its licensors. Applicant agrees that: (a) it will not contest the ownership or validity of the MISMO Intellectual Property; and (b) it will not use or register in any country the MISMO Intellectual Property, trade names, or other designations resembling or that are confusingly similar to the MISMO Intellectual Property.

6. Liability and Indemnity:

a. **Liability.** THE APPLICANT ACKNOWLEDGES THAT BECAUSE OF THE SPECIAL NATURE OF MISMO AS A NOT-FOR-PROFIT CORPORATION UNDER INTERNAL REVENUE CODE SECTION 501(C)(6) AND AS AN OPEN STANDARD-SETTING BODY, IT IS REASONABLE FOR MISMO TO EXCLUDE LIABILITY AS SET FORTH BELOW AND FOR THE APPLICANT TO TAKE MEASURES, INCLUDING INSURANCE WHERE APPROPRIATE, TO MITIGATE OR PREVENT ANY POTENTIAL LOSSES THAT MAY ARISE (PROVIDED THAT SUCH MEASURES ARE NOT IN BREACH OF THIS AGREEMENT). MBA AND MISMO HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS IN CONNECTION WITH THE CERTIFICATION PROGRAM, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANT- ABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO WAY WILL MBA OR MISMO BE LIABLE FOR ANY PARTY'S DECISION TO ENTER INTO OR REFRAIN FROM ENTERING INTO ANY TRANSACTION FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE FACT THAT A PRODUCT HAS BEEN CERTIFIED BY ANY SUCH PARTY. MBA'S OR MISMO'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE MISMO EMORTGAGE TECHNOLOGY CERTIFICATION SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL

NOT EXCEED $100. IN NO EVENT SHALL MISMO AND/OR ITS AFFILIATES AND/OR ITS SUPPLIERS AND/OR ANY CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF MISMO AND MISMO EMORTGAGE TECHNOLOGY CERTIFICATION SERVICES OR WITH THE DELAY OR INABILITY TO USE SUCH SERVICES, OR FROM THE RESULTS OF MISMO

COMPLIANCE TESTING, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MISMO AND/OR ITS AFFILIATES AND/OR ITS SUPPLIERS AND/OR ANY CONTENT OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO APPLICANT. MISMO MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE EMORTGAGE TECHNOLOGY CERTIFICATION SERVICES AT ANY TIME.

b. **Indemnity.** Applicant is responsible for Applicant's Application, including all submissions, and the consequences of its submission. Applicant must not, and agrees not to submit material that:

   i. is copyrighted, unless Applicant is the copyright owner or has the permission of the copyright owner to submit it.

   ii. reveals trade secrets, unless Applicant owns them or has the permission of the owner.

   iii. infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; or

   iv. contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information. Applicant shall indemnify and hold harmless the MBA and MISMO together with their respective officers, servants, agents, and subcontractors (collectively, the "Indemnified") against any and all demands, claims, and liability for direct losses, damages, settlements and costs (including attorneys' fees) of any nature whatsoever asserted against or suffered by the Indemnified, including but not limited to (i) demands and claims from a third Person, and liability incurred from such demands, (ii) claims arising out of a customer's use of Certified Products, and (iii) claims arising out of any breach of this Agreement by Applicant.

c. **Severability of Provision.** In the event this Section 6 is held to be inapplicable or invalid, the parties will make such amendments to this Agreement by the addition or deletion of wording,

or otherwise, so as to remove the inapplicable or invalid part of the provision but otherwise retain the provision to the extent permissible under applicable law.

7. General:

a. **Entire Agreement.** This Agreement, including any documents referred to herein (as amended from time to time), together with all other forms relating to this Agreement submitted to MISMO, constitutes the entire agreement and supersedes all prior oral or written agreements, understandings, or arrangements between the parties relating to such subject matter. Neither party shall be entitled to rely on any agreement, understanding, arrangement, or representation relating to the subject matter of this Agreement which is not expressly contained in this Agreement and no change may be made to this Agreement except in writing and signed by duly authorized representatives of both parties.

b. **Waiver of Rights under this Agreement.** No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as case may be.

c. **Notices.** Any notice or other document to be served under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, shall be deemed to have been duly given if sent by hand or by recorded delivery or registered mail, or by facsimile (subsequently confirmed by mail) to a party at the specified address for that party, unless a different address has been notified to the other in writing for this purpose. The specified address for MISMO is the address set forth in the first paragraph of this Agreement, and the specified address for the Applicant is the address provided for the primary representative on its Application. Notices shall be deemed to have been received by the addressee within 72 hours of mailing as above or within 24 hours if sent by hand or facsimile to the addressee's address provided in the registration form.

d. **Interpretation.** The headings in this Agreement are inserted only for convenience and shall not affect its construction. Where appropriate words denoting the singular only shall include the plural and vice versa.

e. **Severability.** Each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of liability represents an express allocation of risk, and is part of the consideration of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

f. **Term and Termination.** This Agreement comes into effect upon signature of both parties, on the date last signed, and (i) will expire if an Applicant has no active Applications or certifications in any six month period, or (ii) will terminate as set forth in this paragraph. Certification of a product under this Agreement comes into effect at the date of Notification of Certification to the Applicant and will expire on its first anniversary. This Agreement may be terminated by either party upon 30 days' prior written notice to the other party of a breach of this Agreement and such a breach has not been rectified to the satisfaction of the other party. MISMO may terminate this Agreement immediately if the credit card on file for payment of fees incurred by Applicant is expired or is rejected upon presentation for payment. In addition, either party may terminate this Agreement with 60 days prior written notice to the other party as long as no certifications are then in process. If an Applicant desires to certify a product after expiration or termination of this Agreement, the

Applicant will have to enter into the then current MISMO eMortgage Technology Certification Application Agreement. Notwithstanding the termination of this Agreement, the obligations of non-disclosure in respect of any confidential information disclosed prior to such termination shall survive for a period of three (3) years following such termination. Further, Applicant's obligation to indemnify any party hereunder as well as the disclaimers of liability set forth hereunder will survive any termination of this Agreement. For so long as this Agreement remains in effect, Applicant may submit additional products for certification, provided all certification requirements are met, including payment of then-applicable fees and all such additional applications and, where applicable, certifications will be governed by all the terms and conditions of this Agreement. This Agreement is independent from any MISMO Compliance Certification Mark License Agreement that is in effect at the time of termination of this Agreement. Such License will remain in full force and effect in accordance with its terms.

g. **Arbitration.** Any dispute under this Agreement or in any way related to the MISMO eMortgage Technology Certification shall be resolved by binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator will be someone knowledgeable in the industry, selected by mutual agreement of the parties negotiating in good faith. Any arbitration hearing at which Applicant appears will take place within the District of Columbia, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over such party. The arbitrator shall have no power or authority to make any award that provides for punitive or exemplary damages. Each party shall bear its own costs in connection with any arbitration proceedings. The parties shall equally share the fees of the arbitration and the arbitrator. This arbitration provision is agreed to and made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The arbitrator shall follow existing substantive law of the District of Columbia, without regard to its choice or conflict of laws provisions, to the extent consistent with the FAA, and applicable statutes of limitations and

shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award. NO CLAIM SUBMITTED TO ARBITRATION IS HEARD BY A JURY, AND NO CLAIM MAY BE BROUGHT AS A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL. Applicant does not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This arbitration provision applies to all claims now in existence or that may arise and shall survive the termination of any dealings between Applicant, MISMO, and MBA. For the purposes of this arbitration provision, "MISMO" means its parent, MBA, subsidiaries, affiliates, licensees or sublicensees, predecessors, successors, assigns and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "MISMO" shall mean any third party providing benefits, services, or products in connection with the MISMO eMortgage Technology

Certification Program and all of their officers, directors, employees and agents if, and only if, such a third party is named by Applicant as a co-defendant in any Claim Applicant asserts against us. If any part of this arbitration provision is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this arbitration provision shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION PROVISION IS THAT CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

h. **Force Majeure.** With the exception of payment of monies, neither party will be liable for any failure to perform or delay in performance of its obligations hereunder caused by circumstances beyond its reasonable control or which make performance commercially impractical, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of a public enemy or rebellion, insurrection, riot, civil commotion, strikes or other labor disputes, sabotage, epidemic, quarantine or any agency thereof, judicial action and any other such external circumstances.

i. **Governing Law.** This Agreement shall be governed by the laws of the District of Columbia and the parties hereby submit to the non-exclusive jurisdiction of the courts in the District of Columbia.

7. Fees:

The fees described on the MISMO Web site are quoted net of all applicable taxes and duties which, where appropriate, will be payable by the Applicant to MISMO (or to the relevant tax authorities as applicable) in addition to the listed fees. Applicant agrees to pay the applicable MISMO eMortgage Technology Certification Application fee at the time of submission of a completed Application.

Applicant acknowledges that there will be a separate fee for each product for which MISMO eMortgage Technology Certification is requested. Application fees (and applicable taxes, if any) are payable in U.S. dollars and will be debited against the credit card provided to MISMO at the time of payment or may be paid through the lockbox process. Fees are non-refundable.

8. Execution:

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the date last signed below.

Mortgage Industry Standards Maintenance Organization, Inc.

By _____

Name _____

Title _____

Date _____

Applicant:

By _____

Name _____

Title _____

Date _____