



EVALUATION AGREEMENT

THIS EVALUATION AGREEMENT (“**AGREEMENT**”) GOVERNS YOUR USE OF THE SERVICES PROVIDED BY CORELOGIC SPATIAL SOLUTIONS, LLC (“**CORELOGIC**”). READ THE TERMS OF THIS AGREEMENT CAREFULLY. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. TO AGREE TO THESE TERMS, PLEASE CLICK “I ACCEPT” AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, OR IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT, PLEASE CLICK “I DO NOT ACCEPT” AT THE END OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO USE THE SERVICES.

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN YOU AND CORELOGIC, A DELAWARE LIMITED LIABILITY COMPANY LOCATED AT 11902 BURNET ROAD, AUSTIN, TEXAS 78758. THIS AGREEMENT IS ENTERED INTO AS OF THE DATE YOU CLICK “I ACCEPT” BELOW (THE “**EFFECTIVE DATE**”).

1. Definitions. For the purposes of this Agreement, the following terms shall have meanings indicated below:

“**Confidential Information**” shall mean any and all nonpublic information disclosed under this Agreement by a party hereto (the “**Discloser**”) to the other party hereto (the “**Recipient**”) for the purpose of evaluating a business opportunity of mutual interest (the “**Transaction**”). Confidential Information includes, but is not limited to, information regarding the Discloser’s current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, investors, employees, business and contractual relationships, sales and marketing plans, nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (Pub. L. 106-102) and any implementing regulations or guidelines (“**NPPI**”), whether disclosed before or after the Effective Date, and any other information the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser. Confidential Information also includes any and all nonpublic information (i) provided to the Discloser by third parties, or (ii) disclosed by or to any affiliate (namely any entity that directly or indirectly controls, is controlled with or by, or is under common control with a party hereto) concerning the business opportunity.

“**Proprietary Information**” means 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.

“**Services**” means the services provided to You by CoreLogic for Your internal evaluation purposes.

“**Test Results**” means any results, findings, determinations, benchmark values, or output (collectively, “**Test Results**”) derived from the Services.

“**You**” or “**Your**” means the company or other legal entity for which you are accepting this Agreement.

2. License Grant and Restrictions. Subject to the terms and conditions of this Agreement, CoreLogic grants to You a non-exclusive, non-transferable license to access and use the Services at no charge solely for Your internal evaluation purposes for a period of 30 days from the Effective Date (the “**Evaluation Period**”). You shall not use the Services for any production or other commercial purposes. If You desire 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. Proprietary Information. CoreLogic developed and is the owner of or has rights to the Services. CoreLogic reserves all rights in and to the Proprietary Information. You shall not sublicense, resell, provide, disclose, disseminate, reproduce, or publish any Proprietary Information to any other third party. You shall not use the Proprietary Information 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. You shall not disassemble, decompile, manipulate, or reverse engineer the Proprietary Information. You shall maintain commercially reasonable security measures to prevent the unauthorized use or disclosure of the Proprietary Information.

4. Test Results. Test Results are considered Confidential Information. You shall not disclose, disseminate, reproduce or publish any portion of the Test Results to any third party. At the end of the Term, You shall provide CoreLogic with the Test Results derived from the Services. Notwithstanding any other provision in this Agreement, if You provide any ideas, suggestions or recommendations to CoreLogic regarding CoreLogic's Proprietary Information (“**Feedback**”), CoreLogic is free to use such Feedback to modify, enhance, or incorporate into the Services, without payment of royalties or other consideration.

5. Term; Return of Services. This Agreement shall commence on the Effective Date and terminate at the end of the Evaluation Period. Either party may terminate this Agreement at any time upon written notice to the other party. Upon expiration or termination of this Agreement, all rights granted to You terminate. Within 15 days of expiration or termination of this Agreement, You, at Your own expense, shall destroy the Services and return a certificate (executed by an officer of Your legal entity if a business) certifying that such Services have been destroyed.

6. Confidential Information.

a. **Obligations.** The Recipient agrees that it will hold in strict confidence and not disclose Confidential Information to any third party, except as set forth in this Agreement and as approved in writing by the Discloser, and will use the Confidential Information for no purpose other than evaluating or pursuing the Transaction. Confidential Information shall not be reproduced except as required to evaluate or pursue the Transaction. Any reproduction of Confidential Information shall remain the property of the Discloser and shall contain all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Discloser. The Recipient shall only permit access to Confidential Information to those of its employees, consultants, or non-employee advisors (collectively, “**Representatives**”) who: (i) require access to the Confidential Information in order to enable the Recipient to evaluate or engage in the Transaction, and (ii) have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. The Recipient shall be responsible for any unauthorized use of the Discloser’s Confidential Information by the Recipient’s Representatives. The Recipient shall promptly notify the Discloser upon confirming any loss or unauthorized disclosure of the Discloser’s Confidential Information. With respect to NPPI, the Recipient shall implement appropriate measures designed to meet the objectives of applicable federal and state laws, including to: (i) ensure the security and confidentiality of NPPI, (ii) comply with the provisions of the applicable federal and state laws relating to the proper disposal of NPPI, (iii) protect against any anticipated threats or hazards to the security or integrity of such information, (iv) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer, and (v) take appropriate actions to address incidents of unauthorized access to NPPI.



b. **Exclusions to Confidentiality.** The restrictions on use and disclosure of Confidential Information set forth in this Agreement shall not apply to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of the Recipient (or anyone acting on its behalf), (ii) was previously rightfully known to the Recipient free of any obligation to keep it confidential, (iii) is subsequently disclosed to the Recipient 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 Recipient (or anyone acting on its behalf) without reference or access to the Discloser's Confidential Information, or (v) is otherwise agreed upon in writing by the parties not to be subject to the restrictions set forth in this Agreement.

7. **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.

8. **Audit.** Upon 5 days' prior written notice, CoreLogic may audit You for purposes of ensuring Your compliance with the terms and conditions of this Agreement. CoreLogic may choose the auditor in its sole discretion. CoreLogic or its designee may, during the course of such examination, make copies or extracts of Your books and records relating to Your compliance with the terms of this Agreement. CoreLogic shall treat all information reviewed during an audit as confidential. Any such audit shall take place during regular business hours, shall not unreasonably disrupt Your operations, and shall be conducted under Your supervision. If the audit indicates there is a breach in Your compliance with this Agreement: (i) CoreLogic may immediately terminate this Agreement and pursue its legal remedies; and (ii) You shall pay for the cost of such audit. Additionally, in the event CoreLogic finds that You have used the Services in violation of this Agreement, You shall, within 30 days of discovery of such breach, remit to CoreLogic the full amount of fees ordinarily and reasonably charged by CoreLogic for the Services. If You do not cooperate with CoreLogic's request to audit for compliance, You shall be deemed to be in breach of this Agreement, for which CoreLogic may immediately terminate this Agreement.

9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and replaces any prior or contemporaneous oral or written communications between the parties. The parties will at all times perform their obligations under this Agreement as independent contractors. No modification, amendment, supplement to, or waiver of this Agreement is effective unless in writing and duly signed by an authorized representative of both parties. 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: 3 (Proprietary Information); 5 (Term; Return of Services); 6 (Confidential Information); 7 (Disclaimer); 8 (Audit); 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. You 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 or permitted under this Agreement is sufficient if: (1) delivered in person; (2) sent by certified mail or (3) sent by commercially recognized overnight service with tracking capabilities. Notices to CoreLogic shall be sent to 11902 Burnet Road, Austin, Texas 78758, with a copy to CoreLogic's counsel marked Attention: Legal Department. Any such notice or communication is deemed properly delivered as of (i) the date personally delivered, (ii) five (5) days after being sent by certified mail, or (iii) one (1) business day after it is sent by commercially recognized overnight service. A party may change its address by written notice given to the other party before the effective date of such change.

BY CLICKING "I ACCEPT," YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT.