

TRIAL PERIOD STATELINK® ONLINE SUBSCRIPTION

IMPORTANT: PLEASE READ THIS TRIAL PERIOD STATELINK ONLINE SUBSCRIPTION (“LICENSE”) CAREFULLY BEFORE USING THE STATELINK PRODUCT. Your use of the StateLink® product is expressly conditioned on your acceptance of the following terms. By clicking “SUBMIT” on the StateLink® trial period sign-up webpage you represent that: (1) you have read this License, (2) you agree to be bound by its terms, and (3) you provided accurate information about who you are in the trial period sign-up webpage. If you can’t agree to these three things, you must not click “SUBMIT” and you will not be granted access to the StateLink product.

This License is between:

Wolters Kluwer Financial Services, Inc., a Delaware corporation, with offices at 6815 Saukview Drive, P.O. Box 1457, St. Cloud, Minnesota 56303 (“WKFS”); and

Customer, who is the person or legal entity identified on the applicable StateLink trial subscription sign-up webpage (“Order Form”) and in response to which WKFS assigned a unique Internet access code/password providing a trial period of access to the StateLink product. The “Customer” identified is promising to follow the terms of this License by clicking “SUBMIT.”

IN CONSIDERATION OF the mutual promises in this License, and for good and valuable consideration, WKFS and Customer agree as follows:

SECTION I. LICENSE AND DESCRIPTION OF SERVICES.

A. Subject to its terms, this License (which includes the Order Form) covers the following services and software accessible via WKFS’ StateLink information website:

- (1) Mortgage-related information. Customer will have access to a compilation of state-specific mortgage lending and regulatory information (“StateLink Information”).
- (2) Mortgage Form Samples. Customer will have access to view (but not use to document any transactions) certain mortgage forms (“WKFS Form Overlays”).
- (3) I-32 Software. Customer will have access to a downloadable version of WKFS’ I-32 Software which is required to view the WKFS Form Overlays (“I-32 Software”).

WKFS grants to Customer a non-exclusive, non-transferable, terminable license to access and use the StateLink Information, I-32 Software, and WKFS Form Overlays during the Trial Period (defined below) subject to the terms of this License. The StateLink Information, WKFS Form Overlays, and I-32 Software together are referred to as the “Services.” Except as specifically provided, no license or other right to use the Services is granted to Customer.

B. Customer agrees to use the Services only as described in this License. Customer may use the Services only for its internal informational purposes. Customer may not: (1) use the Services to provide training to third parties, (2) reproduce or otherwise make available the Services (including portions of them, such as WKFS Form Overlays) to anyone other than Customer’s employees (including contract employees), officers and directors, (3) use the Services or any information taken from the Services to provide consulting services to third parties, (4) incorporate the Services or any information included in the Services into any product or service Customer offers to third parties, (5) sublicense the use of the Services to other persons or entities, or (6) allow access to persons or entities not licensed to use the Services under this License.

C. Customer may not use the WKFS Form Overlays to provide disclosures or to contract in any actual transaction. Customer may use the WKFS Form Overlays for informational and assessment purposes only. Customer may only use the I-32 Software only to view the WKFS Form Overlays, and not for any other purpose.

SECTION II. SYSTEM ACCESS AND REQUIREMENTS, SUPPORT SERVICES.

A. WKFS will provide Customer with a unique access code/password and other relevant information in order for Customer to request and receive the Services, via an Internet connection. Customer is solely responsible for controlling access to and use of Customer’s access code/password so that it is used only by people authorized by Customer. Customer is responsible for all activities that occur under Customer’s access code/password.

B. Customer is responsible for providing all equipment, software, and telecommunications/ Internet connections required to access the Internet and use the Service.

C. WKFS will provide Customer with its standard SupportLine software support services which are available at the WKFS website or through WKFS Supportline.

SECTION III. PAYMENT.

A. The access and license granted in this License are conditioned on Customer’s compliance with the terms of this License and are provided for free.

SECTION IV. TRIAL PERIOD.

A. This License begins on the date Customer agrees to it by electronically clicking "SUBMIT" to the Order Form prompt and will continue for either ten or thirty calendar days depending on which trial offer Customer responds to ("Trial Period"), unless terminated earlier by either party. This License will terminate at the end of the Trial Period and will NOT renew.

B. WKFS may immediately terminate this License at any time for any other reason, at WKFS' discretion. This License may also be terminated as specifically provided in other provisions of this License.

C. On termination of this License for any reason, Customer's license and authority to use the Services and any part of them will end. On termination, WKFS will immediately cancel all of Customer's access codes and passwords, WKFS will cease providing access to the Service and WKFS will cease providing any other support for the Services. Customer agrees to immediately stop attempting to access or request the Services on termination and will uninstall and destroy all any copies, in any media, of the Services (including the I-32 Software and WKFS Form Overlays) or any part of them, except that Customer will be allowed to retain materials as reasonably necessary for archival purposes. At WKFS' request, Customer will return any documentation or other copies of the Services provided to Customer as part of this License.

SECTION V. WKFS PROPRIETARY INTERESTS AND COPYRIGHT.

WKFS and/or its licensors claim a proprietary interest and copyright in the Services and in any information included in the Services, including any information produced by the Services, their structure, sequence and organization. WKFS further claims a proprietary interest in any manuals or help text provided in the Services or provided directly by WKFS in conjunction with this License. Customer acknowledges WKFS' proprietary and copyright interests and agrees not to take or permit any action to be taken which would compromise or dilute WKFS' proprietary or copyright interests. WKFS reserves all rights in and to the Services and their contents unless otherwise expressly provided in this License. Customer acknowledges that the provisions in this Section V. are an essential part of this License; that any violation by Customer of WKFS' intellectual property rights may constitute immediate, irreparable harm to WKFS, and Customer hereby agrees that WKFS may in addition to all other available legal remedies, seek equitable remedies without requiring the posting of any bond or the proof of any monetary damages.

SECTION VI. WARRANTY PROVISIONS.

DISCLAIMER OF WARRANTIES. THE SERVICES AND ANY RELATED MATERIALS AND ANY UPDATES TO THEM ARE BEING LICENSED TO CUSTOMER AS IS, AND WKFS MAKES NO WARRANTY, EXPRESS, IMPLIED, BY DESCRIPTION, BY SAMPLE OR OTHERWISE AND IN PARTICULAR AND WITHOUT LIMITATION, MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE SERVICE AND ITS ACCESS, CONTENTS OR USE. WKFS DOES NOT EXPRESSLY WARRANT OR GUARANTEE THE UTILITY OR LEGALITY OF THE SERVICES OR ANY PART OF THEM. CUSTOMER AND CUSTOMER'S LEGAL COUNSEL MUST MAKE THEIR OWN INDEPENDENT JUDGMENT ON THESE MATTERS. WKFS DOES NOT WARRANT THAT THE SERVICES AND THEIR CONTENTS ARE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT IT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT INTERNET ACCESS WILL ALWAYS BE AVAILABLE. THIS DISCLAIMER OF WARRANTIES APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER OF WARRANTIES, OR PARTS OF IT, WILL NOT APPLY TO YOU TO THE EXTENT THAT THEY ARE PROHIBITED BY LAW.

SECTION VII. LIMITATION OF LIABILITY AND DAMAGES.

A. Disclaimer of Consequential and Other Damages. WKFS' LIABILITY IN CONTRACT, IN TORT, OR OTHERWISE ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THE ACCESS, CONTENTS, USE OR PERFORMANCE OF THE SERVICES SHALL NOT INCLUDE LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOSS OR EXPENSE INCLUDING LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF WKFS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This Limitation of Liability and Damages applies to the fullest extent permitted by law.

B. Limitation of Liability. In no event will WKFS' liability to Customer for all damages, losses, and causes of action whether in contract, tort (including negligence), or otherwise be more than fifty dollars (\$50). No action, regardless of form, arising out of this License, may be brought by Customer more than one year after the cause of action has occurred. For purposes of this Section VII, "WKFS" includes its officers, directors, agents and employees and those of its subsidiary and parent companies.

C. Essential Provisions. The limitations of this Section VII constitute an essential part of this License and WKFS would not enter into this License without them.

SECTION VIII. GENERAL PROVISIONS.

A. Not Professional Advice. The parties agree that WKFS is not providing and cannot provide legal, tax, investment, financial or estate planning advice. Before using the Services in any way, Customer is advised to have its attorney review the Services to determine their legal sufficiency for Customer's purposes. Customer acknowledges that WKFS is not authorized to practice law, nor may any of WKFS' officers, employees or agents provide legal counsel to Customer. Thus, any questions of a legal nature must be directed to Customer's legal counsel for whom WKFS has no obligation or liability. The following notice is required by law:

THE PRODUCTS AND SERVICES OF WKFS ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.

Additionally, nothing herein should be construed as creating a partnership, joint venture, franchise relationship, or custodial/trustee relationship, between WKFS and Customer and/or its existing and prospective customers.

B. Other. Customer agrees that WKFS and its service providers may send email notices to Customer related to features, functionality and use of the Services. This License shall be governed by the laws of the State of Minnesota without regard to any of its conflict of laws principles that would require the application of laws of a different state. This License is also subject to the federal laws of the United States. The parties acknowledge that the terms of the Uniform Computer Information Transaction Act (UCITA) will not apply to this License, regardless of the states in which the parties do business or are incorporated. Any disputes or controversies arising out of this License shall be subject to the exclusive jurisdiction of the state or federal courts in Minnesota. Each party hereby agrees to submit to the exclusive jurisdiction of the Minnesota courts. Customer agrees to indemnify WKFS for any losses (including reasonable attorneys' fees) that WKFS incurs or sustains as a result of Customer's failure to comply with the terms of this License. If any provision of this License is held invalid or unenforceable, it will be deemed deleted and replaced by a valid and enforceable provision that, to the extent possible, achieves the parties' intent in agreeing to the original provision. The remaining provisions of this License will continue in full force and effect. This License and any interests and rights granted in it may not be assigned, transferred, or sublicensed by Customer. Provisions which by their nature are intended to be enforceable after termination will survive the termination of this License. Such provisions include, but are not limited to, the parties' obligations regarding non-infringement of intellectual property rights. The rights granted to WKFS in this License are unique and proprietary to WKFS. Customer acknowledges that WKFS' remedies at law for Customer's breach or threatened breach of this License or any provision of it will be inadequate and that in addition to the other remedies at law or equity which may be available, WKFS shall be entitled to seek equitable relief (including injunctive relief and specific performance) in the event of such a breach.

C. ENTIRE AGREEMENT, AMENDMENT. This License (which includes all StateLink Order Form) contains the full and complete understanding of the parties and supersedes all prior representations, promises, statements, arrangements, agreements, warranties and understandings between the parties with respect to the subject matter hereof, whether oral or written, express or implied.