

## **SPEEDPATH® END USER LICENSE AGREEMENT TERMS AND CONDITIONS**

Limitations: The Selected SpeedPath® Services (“SpeedPath”) are licensed, not sold, to End User for use only under the terms of this license and End User has no other rights in SpeedPath. TVMA, Inc. (“Teraverde”) is authorized by Teraverde Financial LLC (“TVF”) to provide this license to End User. TVF reserves all rights not expressly granted to End User. The Company shall not attempt to obtain the source code by any means, shall not modify or alter the source code, and shall use or transfer the source code. TVF warrants that SpeedPath does not infringe upon the intellectual property rights of any third party. The Selected SpeedPath Services may contain software or assemblies of third parties which have been licensed by those third parties to TVF for inclusion in SpeedPath. The license does not grant End User any rights to or in third party software or assemblies other than as part of SpeedPath.

Scope of License: This license granted to End User for SpeedPath by TVF is limited to a non-exclusive, non-transferable, non-assignable license to use SpeedPath. End User may not rent, lease, lend, sell, redistribute or sublicense SpeedPath. End User may not decompile, reverse engineer, disassemble, or attempt to derive the source code of, modify, or create derivative works of SpeedPath, any updates, or any part thereof. Any attempt to do so is a violation of the rights of the TVF. If End User breaches this restriction, End User may be subject to damages. The terms of the license will govern any upgrades provided by Teraverde that replace and/or supplement the original Service.

Termination: End User rights under this license will terminate automatically without notice from Teraverde if End User fails to comply with any term(s) of this license, including but not limited to payment of any applicable fees. Upon termination of the license, End User shall cease all use of SpeedPath, and destroy all copies, full or partial, of SpeedPath.

NO WARRANTY: END USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF SPEEDPATH IS AT END USER SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH END USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPEEDPATH IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TVF HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO SPEEDPATH, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE OR REGULATORY COMPLIANCE. TERAVERDE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN, THE OPERATIONS PERFORMED OR PROVIDED BY, SPEEDPATH WILL MEET END USER REQUIREMENTS,

THAT THE OPERATION OF SPEEDPATH WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN SPEEDPATH WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TERAVERDE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD SPEEDPATH PROVE DEFECTIVE, END USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO END USER.

Limitation of Liability: TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL TERAVERDE OR TVF BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO END USER USE OR INABILITY TO USE SPEEDPATH, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF TERAVERDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO END USER. In no event shall Teraverde’s total liability to End User for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of the fees paid under the Agreement one year. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Governing Law. The laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules, govern this license and End User use of SpeedPath.

User ID and Password: Access to specific areas of SpeedPath is granted through a unique User Identification (“User ID”) and Password. When an End User accesses SpeedPath, the End User is to refrain from sharing the User ID and Password with others, posting it in a place that can be easily found and is solely responsible for maintaining the confidentiality of the User ID and Password. The End User is responsible for activities that occur when utilizing the User ID and Password within the TV Services. If the End User misplaces, loses or otherwise has their User ID or Password compromised, the End User must notify Teraverde immediately.

Account Suspension: If Teraverde has reason to believe that an End User does not comply with the EULA, Teraverde reserves the right to modify a User ID or Password, suspend or close an End User Account, or otherwise terminate End User’s ability to use SpeedPath.

## **COHEUS GOLD APPS END USER LICENSE AGREEMENT**

Acceptance of this Coheus Gold End User License Agreement (“EULA”) is a condition of use by any End User of the Gold Apps listed in Appendix A to the Coheus Gold Agreement, and any software created by Teraverde for the End User for use with Coheus Gold (collectively the “Product”) that are provided by Teraverde Financial, LLC (“TVF”) and TVMA, Inc. (“Teraverde”), 805 Estelle Drive, Suite 111, Lancaster, Pennsylvania 17601. Teraverde installs TVF Products which are licensed to End Users under license from Teraverde Financial, LLC. This EULA is incorporated by reference in the Coheus Gold Agreement between Teraverde and the Company (the “Agreement”).

All business operations, including regulatory compliance, are the responsibility of End User.

Under the Terms and Conditions of the Agreement and this EULA, TVF grants End User a limited license to use for End User’s business the programs, software, manuals and other information necessary for the Gold Apps. An End User is defined by any person or persons that has access to the Gold Apps. TVF has exclusive title to the Gold Apps. THIS LICENSE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

### **COHEUS GOLD APPS END USER LICENSE AGREEMENT TERMS AND CONDITIONS**

**Limitations:** The Product is licensed, not sold, to End User for use only under the terms of this license and End User has no other rights in the Product. TVF reserves all rights not expressly granted to End User. The Company shall not attempt to obtain the source code by any means, shall not modify or alter the source code, and shall use or transfer the source code. TVF warrants that the Product does not infringe upon the intellectual property rights of any third party. The Product may contain software or assemblies of third parties which have been licensed by those third parties to TVF for inclusion in the Product. The license does not grant End User any rights to or in third party software or assemblies other than as part of the Product.

**Scope of License:** This license granted to End User for the Product by TVF is limited to a non-exclusive, non-transferable, non-assignable license to use the Product, limited in time and to the number of End User mortgage banking employees specified in the Pricing Agreement. End User may not rent, lease, lend, sell, redistribute or sublicense the Product. End User may not decompile, reverse engineer, disassemble, or attempt to derive the source code of, modify, or create derivative works of the Product, any updates, or any part thereof. Any attempt to do so is a violation of the rights of the TVF. If End User breaches this restriction, End User may be subject to damages. The terms of the license will govern any upgrades provided by Teraverde that replace and/or supplement the original Product.

**Termination:** End User rights under this license will terminate automatically without notice from Teraverde if End User fails to comply with any term(s) of this license, including but not limited to payment of license and maintenance fees. Upon termination of the license, End User shall cease all use of the Product, and destroy all copies, full or partial, of the Product.

PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TERAVERDE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE PRODUCT PROVE DEFECTIVE, END USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO END USER.

**Limitation of Liability:** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL TERAVERDE OR TVF BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO END USER USE OR INABILITY TO USE THE PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF TERAVERDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO END USER. In no event shall Teraverde’s total liability to End User for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of the fees paid under the Agreement one year. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

**Governing Law.** The laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules, govern this license and End User use of the Product.

**NO WARRANTY:** END USER EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PRODUCT IS AT END USER SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH END USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TVF HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE OR REGULATORY COMPLIANCE. TERAVERDE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN, THE OPERATIONS PERFORMED OR PROVIDED BY, THE PRODUCT WILL MEET END USER REQUIREMENTS, THAT THE OPERATION OF THE

**User ID and Password:** Access to specific areas of the Gold Apps are granted through a unique User Identification (“User ID”) and Password. When an End User accesses the Gold Apps, the End User is to refrain from sharing the User ID and Password with others, posting it in a place that can be easily found and is solely responsible for maintaining the confidentiality of the User ID and Password. The End User is responsible for activities that occur when utilizing the User ID and Password within the Gold Apps. If the End User misplaces, loses or otherwise has their User ID or Password compromised, the End User must notify Teraverde immediately.

**Account Suspension:** If Teraverde has reason to believe that an End User does not comply with the EULA, Teraverde reserves the right to modify a User ID or Password, suspend or close an End User Account.