

LOAN ORIGATION SERVICE
SUBORDINATED USE AGREEMENT

This Loan Origination Service Subordinated Use Agreement (this “**Subordinated Use Agreement**”) is entered on _____, 20__, by and between _____, a _____ corporation (“**Financial Institution**”) and _____, a _____ (“**Customer**”), and sets forth the terms under which Financial Institution offers access to and use of ReverseVision’s Loan Origination Service (the “RV Service”) to Customer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereto agree as follows:

1. Definitions. As used in this Subordinated User Agreement the following terms shall have the definitions set forth in this Section:

(a) “**RV Service**” means: (i) the Loan Origination Software, including specifically but without limitation the Program Client, as modified or updated from time to time; and (ii) ReverseVision suite of online services related to and which function with the Loan Origination Software, as modified or updated from time to time, and which are accessed either via ReverseVision’s designated point of presence on the Internet (provided the RV Service excludes Financial Institution’s local area networks (LANs) and Financial Institution’s Internet connectivity) or through use of the Program Client; and (iii) the computers, networking equipment, proprietary or other software that resides on ReverseVision’s Internet servers, including without limitation all network software and services of ReverseVision appropriate to accomplish the functions as described herein.

(b) “**Intellectual Property Rights**” means any and all patents, patent rights, trademarks, service marks, trade names, trade dresses, copyrights, works of authorship and trade secrets, and all registrations and applications of all of the foregoing, and any and all other intellectual property rights.

(c) “**Loan Origination Software**” means the tools developed by ReverseVision to analyze, organize, compile and format certain financial data, to undertake certain calculations with respect to such data, and to manage collaboration and work flow. The term also includes the Program Client, the reports that may be generated using the Loan Origination Software (including the Program Client), and all bug fixes, patches, improvements, enhancements, updates and other modifications of the Loan Origination Software (including the Program Client).

(d) “**Program Client**” means the portion of the Loan Origination Software which consists of software code that is resident on a User’s computer.

(e) “**User**” shall mean any W-2 employee of Customer who is assigned a user ID by the Financial Institution at the request of Customer or by Customer under rights granted to it by Financial Institution.

(f) “**Closer**” shall mean any W-2 employee of Financial Institution who has been granted closing rights within the user permissions in the RV Service. The Closer draws closing documents and closes the loan. Only employees of Financial Institution may have closing rights.

2. Rights to Use.

(a) Provided that Customer has accepted the terms of this Subordinated Use Agreement (as it may be amended from time to time) and accepted all other documents required by Financial Institution to undertake loan origination with Financial Institution, Financial Institution grants to Customer and Customer accepts, a nonexclusive, nontransferable right for its Users within the fifty (50) United States of America and Puerto Rico and US Virgin Islands, to access and use the RV Service to: (i) enter data into the Loan Origination Software; (ii) request that the Loan Origination Software generate reports; (iii) download and store the generated reports, provided that storage of any report shall not be for longer than one year; and (iv) provide the reports so-generated to third parties as permitted in accordance with Section 3(d). Subject to the terms of this Subordinated Use Agreement, the RV Service may be accessed from any computer and used only in strict compliance with the terms set forth below.

Financial Institution further grants to Customer and Customer accepts, a nonexclusive, nontransferable right to access and use the RV Service within the fifty (50) United States of America and Puerto Rico and US Virgin Islands to: (v) create user IDs for Users and the linked passwords for such IDs and access rights provided that no user is allowed to be a Closer; (vi) deauthorize, deactivate or change any User previously authorized to access the RV Service; and (vii) input, modify and delete other necessary information to allow Users to use the RV Service as set forth herein. Customer is solely responsible for setting, ensuring the accuracy of, monitoring, maintaining and changing as needed all such user IDs and passwords.

(b) From time to time additional, modified, different or replacement code, software or documentation may be provided as part of the Loan Origination Software. Customer agrees for itself and its Users that it and they are bound by the terms of this Subordinated Use Agreement as to any and all such additional, modified or different software, including without limitation as applied to the Program Client, the look and feel of the Loan Origination Software and all Intellectual Property rights appurtenant thereto.

(c) Access to and use of the RV Service by Customer's Users will require use of a user ID and password, which shall be provided to it by Financial Institution. Financial Institution may also grant administrative right to one or multiple of Customer's Users who then can provide user ID and password to other Customer's Users in accordance with the terms herein. Customer is responsible for safeguarding the user IDs and passwords, and shall keep them secure from unauthorized use. Upon termination of the employment of any User who has been provided with a user ID and password or any other termination by Customer of the User's right to use the RV Service, Customer shall ensure deletion of the Program Client from such User's computer(s), promptly notify Financial Institution to delete the user ID and password for such User, and otherwise prevent that person from having access to the RV Service. Customer shall notify Financial Institution promptly of any possible or actual unauthorized use of the RV Service. Customer shall be responsible for safeguarding the user IDs and passwords provided to it by Financial Institution from any misuse or abuse.

(d) Each User is permitted to download and install the Program Client on no more than three (3) computers owned and controlled by the Customer or the User, provided that such installation shall be solely for the purpose of displaying and using the Program Client in connection with use of the RV Service under the terms of this Subordinated Use Agreement. Financial Institution and the owner of the RV Service shall have the right to monitor the Program Client installed on any computer and to require its

deletion at any time. The Program Client may be moved from one computer to another provided that it is deleted from the first computer before installation on the latter if the subsequent installation would result in more than three (3) permitted installations. Notwithstanding the foregoing, no User may use the Program Client on more than one computer at a time.

(e) Customer and each of its Users shall use the Loan Origination Software, including without limitation the Program Client, in the form it is provided by Financial Institution and shall not modify, alter, enhance it in any way.

(f) Customer and Customer's Users shall maintain all copies of the Program Client with the same level of security and confidentiality as Customer uses to maintain its own proprietary software, and shall include any proprietary notices or labels present on or in the original on or in any downloaded copies. Notwithstanding the foregoing, Customer shall maintain all copies of the Program Client at the level of security that is not less than that which it is required to maintain any other software provided to it by Financial Institution.

3. Restricted Activities.

(a) Customer shall not permit any person to access or use the RV Service unless such access and use is in accordance with the terms of this Subordinated Use Agreement.

(b) Neither Customer nor any User shall interfere with or attempt to interfere with the proper workings of the RV Service or any activities conducted on or using the RV Service. Customer shall use all commercially reasonable efforts to prevent and shall not knowingly or intentionally allow transmission into the RV Service of any harmful code which shall include but not be limited to any virus, worm, Trojan horse, spoof, time bomb, trap door or other code that may halt, modify or otherwise interfere with the operation or use of the RV Service, or which may be further transmitted to other users of the RV Service.

(c) Customer and its Users may use the RV Service only with respect to reverse mortgages for which Financial Institution, or another financial institution that is approved by ReverseVision, shall be the ultimate source of the loan funds (directly or indirectly) for the borrower if a reverse mortgage is taken. Customer may not use the RV Service to draw closing docs or close the loan. Drawing closing documents and closing the loan will have to be performed by Financial Institution for all reverse mortgages that close and have previously been entered into the RV Service. Neither Customer nor its Users may use the RV Service for any other purpose, including without limitation to provide commercial service bureau functions or other data management services to third parties. Without limiting the foregoing, in the event any User works with reverse mortgages with any other entity in addition to Financial Institution, such User shall not use the RV Service with respect to such other entity and Customer shall advise all Users of this restriction.

(d) Neither Customer nor any User shall sell, lend, license, redistribute, retransmit, disseminate or otherwise transfer any data or report obtained from the RV Service to any third party, whether in the original or any modified or packaged form or media, including without limitation any reports or the data thereon generated using the RV Service, or use data or reports for other than its own internal purposes or otherwise in a manner inconsistent with this Subordinated Use Agreement. For the avoidance of confusion, dissemination of reports to the following persons shall be deemed as being for

the internal purposes of Customer: (i) persons who are contemplating taking a loan (directly or indirectly) from Financial Institution; and (ii) entities with which Financial Institution needs to deal in order to close the reverse mortgage transaction or to sell the reverse mortgage after closing. Under no circumstances may the reports be provided to another financial institution to use in closing a loan.

(e) Neither Customer nor any User shall: (i) modify or alter the Loan Origination Software in any way or create any derivative work thereof; (ii) remove, alter, or obscure any proprietary notices (including restricted rights, trademark and copyright notices) in the Loan Origination Software; (iii) publish, display or publicly perform the Loan Origination Software; (iv) use the Loan Origination Software, including the ASP versions thereof, for any purpose other than as expressly authorized under this Subordinated Use Agreement; (v) copy or otherwise reproduce the Loan Origination Software, or any portion thereof, including without limitation the Program Client; (vi) copy, modify or translate any of the screens; (vii) sublicense, license, rent, sell, loan, assign, transfer give or otherwise distribute or dispose of all or any part of the Loan Origination Software or encumber it in any way; or (viii) reverse engineer, reverse compile, decompile, disassemble or otherwise attempt to derive the source code for the Loan Origination Software or for any other reason or purpose.

(f) Customer is solely responsible for the knowledge of and adherence to any and all laws, statutes and regulations pertaining to access to and use of the RV Service by itself and any of its Users, the communication means by which Users connect via computers and other equipment to access the RV Service, and the transactions executed using the RV Service. Without limiting the foregoing, Customer shall not permit use of the RV Service for any purpose or to assist in the undertaking of any mortgage transaction which is prohibited under the applicable laws of any government or the orders of any court.

(g) Customer shall not permit any person to Access or use the RV Service unless such use is in accordance with the terms of this Subordinated Use Agreement. Customer represents and warrants that all Users shall be required to make themselves knowledgeable about the RV Service, such that they are aware of the difficulties, limitations and risks related to such use, and familiar with the laws, rules, regulations and market practices applicable to such use as well as with the restrictions of this Subordinated Use Agreement.

(h) Customer shall promptly report to Financial Institution any failures of the RV Service to properly implement the underlying formulae or other problems incurred with the RV Service which Customer believes creates an error in function or output.

(i) Neither Customer nor any of its Users may export any part of the Loan Origination Software, including without limitation the Program Client, from the United States. Further, Customer shall ensure that no User shall access or otherwise use the RV Service outside the fifty (50) United States or Puerto Rico or US Virgin Islands for any reason or cause.

(j) Any rights not specifically and explicitly granted to Customer are reserved to the owner of the Loan Origination Software and the RV Service.

4. Responsibility for Use of Data and Reverse Mortgages.

(a) The data, calculations, text services and reports generated through the RV Service are believed to be reliable, but Customer is ultimately and solely responsible for its and its Users use of the information or reports provided by the RV Service. Because software is inherently complex, because certain data or information is obtained from third parties and because it is possible for there to be an error or bug in the Loan Origination Software, Customer and its Users must check and validate the output to ensure that it is accurate, up-to-date and in the format required by law or regulation. Customer and its Users agree that they bear the risk of failure or inaccuracy in the performance of the RV Service. Customer acknowledges that its Users' use of the RV Service to evaluate, to originate and to process, or to otherwise undertake reverse mortgage-related opportunities will be based on data and economic assumptions supplied by Customer, which assumptions may prove to be inaccurate.

(b) All mortgages granted or brokered by or through Customer are undertaken by, through or at the direction of Customer, and are solely between Financial Institution, Customer and its borrower. The owner of the Loan Origination Software and the RV Service does not solicit potential mortgagees, give investment advice, advocate the purchase or sale or any mortgage or similar financial product, or control the offers provided by Financial Institution or Customers to any potential borrower, nor does it act as an agent for Financial Institution, Customer, potential borrowers or any other user of the RV Service. Thus Customer acknowledges on behalf of itself and its Users that the owner of the Loan Origination Software and the RV Service is not: (i) a party to any mortgage transaction undertaken by Customer that is in any way related to information or reports obtained using the RV Service or (ii) engaged in the business of dealing in or funding mortgages; by providing the RV Service through Financial Institution it does not become a party to any mortgage transaction undertaken between Financial Institution, Customer and/or any third party. The owner of the Loan Origination Software and the RV Service has no control over or responsibility for the completion of any mortgage, and cannot and does not ensure completion of any mortgage transaction. Neither the relationship of the owner of the Loan Origination Software and the RV Service to Financial Institution pursuant to the terms of its Service Agreement with Financial Institution nor the provision of the RV Service to Customer at the request of Financial Institution shall give rise to any fiduciary or equitable duty or obligation on the part of the owner of the Loan Origination Software and the RV Service, including but without limitation any trust relationship.

5. Ownership and Proprietary Rights.

(a) Customer and its Users acknowledge that the RV Service is a proprietary product in which none of them hold any interest apart from the limited use rights granted to or through Customer by this Subordinated Use Agreement. Without limiting the foregoing, the copyright in all materials provided to Customer and its Users in connection with its use of the RV Service, including without limitation the Loan Origination Software and its Program Client, the structure of the RV Service as a whole and its internal database structure, logic, screens, interfaces and interface designs, applications and all other components thereof, all documentation, as well as the look and feel of its presentation (i.e., coordination, arrangement and presentation of the content) and the format of all reports, are and shall remain the sole and exclusive property of the owner of the Loan Origination Software and the RV Service. Customer further acknowledges that the Loan Origination Software, including the code, logic and structure, and whether in

object code, source code, or display format, and regardless of media on which they may be embedded, contain valuable trade secret rights that belong to the owner of the Loan Origination Software and the RV Service. Customer and its Users acknowledge that the owner of the Loan Origination Software and the ASP retains all right, title and interest in and to all Intellectual Property Rights. Customer and its Users shall take all reasonable measures necessary to protect and preserve all of the Intellectual Property Rights of the owner of the Loan Origination Software and the RV Service, and to prevent any unauthorized person from having access to or use of the RV Service. By entering into this Subordinated Use Agreement, Customer does not become the owner of the Loan Origination Software or Intellectual Property Rights appurtenant thereto.

(b) Without limiting the foregoing, Customer acknowledges that the Loan Origination Software, including without limitation the Program Client, and any copies thereof, regardless of the form or media, is the sole and exclusive property of the owner of the Loan Origination Software and the RV Service.

(c) To the extent that Financial Institution or Customer believes that any person who has been issued a user ID by Financial Institution at the request of Customer or by Customer (regardless of whether such person currently has a valid user ID then in effect) or who is employed by or under the control of Customer is infringing on the Intellectual Property Rights of the owner of the Loan Origination Software and the RV Service, Customer shall assist the owner of the Loan Origination Software and the RV Service in all ways reasonably requested by it to halt the infringement and if deemed appropriate by the owner of the Loan Origination Software and the RV Service to attempt to recover damages from the infringer.

(d) Neither Customer nor any of its Users shall make any copy of the Loan Origination Software, including the Program Client, except for such copies as are made with respect to backup of Customer's entire system. Neither Customer nor any User shall thereafter access any such backup copies except during the term of the Subordinated Use Agreement, and then only as is required to restore the Program Client on the server or restore lost content. Under no circumstances shall Customer or any User access such backup after expiration of termination of this Subordinated Use Agreement.

(e) Neither Customer nor any of its Users shall remove any notices or disclaimers of copyright, trademark, patent or other rights from the RV Service or any reports created by it.

(f) Customer agrees the owner of the RV Service shall have the right to collect, use and analyze raw data submitted by Customer or its Users into the RV Service for the purposes of technical support, maintenance, product improvement or such other uses as the owner of the RV Service deems reasonable, provided that in no event shall it publish or otherwise allow access to the data by third parties unless the data is provided in a manner where Customer or any of its Users cannot be individually identified.

6. Regulatory Compliance. Customer hereby covenants and agrees for the benefit of Financial Institution and the owner of the RV Service that Customer and its Users shall comply with the Graham-Leach-Bliley Act, as well as all other applicable statutes and regulations, with respect to all customer and consumer information and other data provided to or received through the RV Service. Neither Customer nor any of its Users shall take any action in connection with its or its Users' use of the RV Service which could be reasonably expected to subject the owner of the RV Service to any regulatory,

reporting, record-keeping, notice or filing requirements under the laws of the United States, any of the states of the United States.

7. Continuity of Service. There is no guarantee that the RV Service will be available at any given time or for any fixed percentage of time.

8. No Warranty; Disclaimer. **THE RV SERVICE, INCLUDING WITHOUT LIMITATION THE LOAN ORIGINATION SOFTWARE, IS PROVIDED TO CUSTOMER AND ITS USERS FOR USE "AS IS" AND WITHOUT ANY WARRANTY, GUARANTY, CONDITION, COVENANT OR REPRESENTATION, EXPRESS, IMPLIED OR STATUTORY. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TIMELINESS, CURRENCY, ACCURACY OR OTHER ATTRIBUTES, OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE SPECIFICALLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, NEITHER FINANCIAL INSTITUTION NOR THE OWNER OF THE LOAN ORIGINATION SOFTWARE AND THE RV SERVICE MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION REGARDING THE USE OR RESULTS OF USE OF THE RV SERVICE OR ANY OF ITS FEATURES, IN TERMS OF CAPABILITY, ACCURACY, SECURITY OR OTHERWISE AND SPECIFICALLY DOES NOT REPRESENT THAT THE RV SERVICE WILL MEET CUSTOMER'S OR ITS USERS' REQUIREMENTS OR BUSINESS OBJECTIVES OR THAT THE OPERATION OF THE RV SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR THE SELECTION OF THE RV SERVICE TO ACHIEVE ITS INTENDED RESULTS, AND FOR USE OF RESULTS OBTAINED FROM THE RV SERVICE.**

9. Limit of Liability.

(a) Customer and its Users are solely responsible for their own assessment of the fitness, creditworthiness and conduct of any potential mortgage customer, and all credit and market risks of any mortgage or similar transaction are borne entirely by Customer. Neither Financial Institution nor the owner of the RV Service shall have any liability, obligation or responsibility for any failure, delay in performance, default or breach by any customer of Customer or its Users or for any actions taken or not taken by other third parties such as insurers or regulators with respect to Customer or its Users.

(b) Neither Financial Institution nor the owner of the Loan Origination Software and the RV Service shall have liability of any type, nature or amount related to Customer's or its Users' access to or use of the RV Service, including without limitation the Loan Origination Software.

(c) Security for access to data stored in the Program Client, on the computer on which the Program Client is hosted and access to data stored at the hosting site is managed by Microsoft Windows security (or its successors). Customer and its Users are solely responsible for correctly implementing the security process. Neither Financial Institution nor the owner of the RV Service shall have any responsibility for the implementation of security and neither shall have any liability to Customer or its Users with respect to any problems in the security of this data.

(d) Without limiting the foregoing, neither Financial Institution or the owner of the Loan Origination Software and RV Service shall have any liability related to: (i) any problem, error or malfunction resulting from data entry or other errors on the part of Customer or any User; (ii) any failure of Customer or any User to use the RV Service in accordance with its documentation; (iii) any failure of

Customer or any User to check and validate the output to ensure that it is correct, up-to-date and in the format required by law or regulation; (iv) any alternation, modification or enhancement of the RV Service by any person other than the owner of the RV Service (or as directed by the owner); (v) the performance or failure of any third party software, telecommunications service, Internet connection, Internet service provider or any other third-party provider related to Customer's or its Users' Access to or use of the RV Service; (vii) any hardware or peripherals; (viii) any technical problems incurred with respect to use of the RV Service; or (ix) errors in information provided by third parties either directly linked to or included in information provided by or used in the RV Service, including without limitation any errors resulting from the transmission of such third party data to or from the RV Service and any error in interpretation, reading or copying of such data by the RV Service.

(e) ALSO WITHOUT LIMITING THE FOREGOING, NEITHER FINANCIAL INSTITUTION NOR THE OWNER OF THE LOAN ORIGATION SOFTWARE AND RV SERVICE SHALL BE LIABLE TO CUSTOMER FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF DATA, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OF SOFTWARE, LOSS OR CORRUPTION OF DATA, COST OF RECREATING DATA OR OF SUBSTITUTE SOFTWARE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RV SERVICE OR THIS SUBORDINATED USE AGREEMENT (HOWEVER ARISING, WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EQUITY OR LAW) EVEN IF EITHER OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(f) Customer understands that in the event an infringement claim is made with respect to the RV Service that it may be terminated and, should this occur, neither Customer nor any of its Users shall have a claim of any type or nature against Financial Institution or the owner of the Loan Origination Software or the RV Service.

(g) IN NO EVENT SHALL THE OWNER OF THE LOAN ORIGATION SOFTWARE OR THE RV SERVICE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES HAVE ANY LIABILITY TO CUSTOMER OR ITS USERS, INCLUDING WITHOUT LIMITATION FOR ANY DIRECT DAMAGES.

(h) Without limiting any of the foregoing, Customer hereby extends to the owner of the Loan Origination Software or the RV Service any and all limitations of warranty and/or liability it extends to Financial Institution under Customer's agreements with Financial Institution to the extent that such agreements relate in any way to Customer's use of the RV Service.

(i) In the event Customer or any of its Users has a dispute with Financial Institution or among or between themselves, Customer and each of its Users releases the owner of the Loan Origination Software or the RV Service from and against all claims, demands and damages (actual and consequential) of every nature and kind, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. This release is intended to waive any rights under statutes which provide that a general release does not extend to claims which the creditor does not know or suspect exist in its favor at the time of executing the release, which if known by the creditor may have materially affected settlement with the debtor.

(j) THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SERVICE AGREEMENT SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

10. Indemnity.

(a) Customer agrees to indemnify and hold Financial Institution and the owner of the Loan Origination Software or the RV Service harmless from any costs, losses, liabilities, obligations, claims, suits or damages, including reasonable attorneys' fees and expenses incurred in investigating, defending or appealing, directly or indirectly arising out of or related to: (i) any breach by Customer or any of its Users of or failure of Customer or any of its Users to carry out its obligations under this Subordinated Use Agreement; (ii) any action brought against Financial Institution or any User based on Customer's or any Users' Access to or use of the RV Service, (iii) Access and use by any person using a user ID assigned to Customer and its Users, whether by Financial Institution or Customer.

(b) Customer agrees to indemnify and hold the owner of the Loan Origination Software or the RV Service harmless from any costs, losses, liabilities, obligations, claims, suits or damages, including reasonable attorneys' fees and expenses incurred in investigating, defending or appealing, directly or indirectly arising out of or related to any dispute between any combination of Customer, Financial Institution and the Users in which the owner of the Loan Origination Software or the RV Service is made a party, whether formally or informally, including any costs related in any way to discovery requests or testimony of its personnel.

11. Termination of Use. Customer, Financial Institution or the owner of the Loan Origination Software or the RV Service, may each or any of them terminate Customer's and any or all of its Users' Access to and right to use the RV Service at any time, without any prior notice and with or without any specific cause. Termination by other than Customer may be effectuated by having the user IDs made ineffective or in any other appropriate manner, determined in the sole discretion of the party terminating Access. Upon termination of Customer, Customer shall promptly destroy all user IDs and passwords and remove the downloaded software related to the RV Service from its computers. All limits of liability, indemnification, ownership, dispute resolution and other terms which would reasonably be expected to survive termination of this Service Agreement shall continue after its termination.

12. Communications. Customer shall notify Financial Institution of one user ID which is designated by Customer as the person to receive all communications about updates to the RV Service, as well as any amendments to this Subordinated Use Agreement. The holder of that user ID shall be responsible for disseminating information received to the applicable persons within the Customer's organization.

13. Severability. In the event that any one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Subordinated Use Agreement. In such event the parties shall diligently cooperate to amend this Subordinated Use Agreement to substitute a new provision for any such provision held to be invalid, illegal or unenforceable, which new provision shall as closely as legally permissible reflect the terms and conditions of such invalid provision and the intent of the Parties with respect to the subject matter thereof, provided that if such provision cannot be adequately revised it shall be deemed struck.

14. Binding Agreement. This Subordinated Use Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns to the extent these terms relate to them.

15. Assignment. This Subordinated Use Agreement and any rights and obligations pursuant hereto shall not be assignable by Customer without the prior written consent of the Financial Institution, which consent may be withheld without any reason.

16. Third Party Beneficiaries. The owner of the Loan Origination Software and the RV Service is a third party beneficiary of this Subordinated Use Agreement, and accordingly may enforce the terms hereof as if it were a party hereto, and to otherwise receive the benefits afforded to it hereunder.

17. Amendments. This Subordinated Use Agreement may be amended by Financial Institution providing Customer with a written amendment, which amendment shall specify the intent to amend and the section(s) to be amended. Any such amendment shall be effective on the date specified, which dates shall not be less than fifteen (15) days after its receipt. Accessing the RV Service after the effective date of the amendment by any persons using a user ID assigned to Customer shall constitute acceptance of the amendment by Customer, just as if Customer had otherwise made a formal written acceptance.

18. Governing Law. This Subordinated User Agreement shall be governed by and construed in accordance with the laws of the State where Financial Institution's headquarters are located.

19. Entire Agreement. This Subordinated Use Agreement, together with any agreements specifically referenced herein, represent the complete agreement concerning access to and use of the RV Service by Customer.

Financial Institution

Customer

By: _____

By: _____

Name: _____
(printed)

Name: _____
(printed)

Title: _____

Title: _____