

REALSUITE™ TERMS AND CONDITIONS OF USE

IMPORTANT - PLEASE READ CAREFULLY:

YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE (HEREAFTER, "AGREEMENT") AND ALL OTHER AGREEMENTS REFERENCED HEREIN BY SELECTING A BOX INDICATING YOUR AGREEMENT OR PULL-DOWN OPTION, CREATING LOGIN CREDENTIALS, BROWSING, OR OTHERWISE USING OR ACCESSING THE REALSUITE™ PLATFORM AND ANY COMPONENTS, PRODUCTS AND OTHER PLATFORMS ACCESSIBLE THEREFROM ("REALSUITE"). IF YOU ARE ACCESSING REALSUITE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU AFFIRM THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IN REPRESENTING SUCH ENTITY, "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. ALTISOURCE S.Á R.L. ("ALTISOURCE") RETAINS THE RIGHT TO AMEND THIS AGREEMENT WITHOUT NOTICE IN ITS SOLE DISCRETION, AND YOUR CONTINUED USE OF REALSUITE CONSTITUTES ACCEPTANCE OF ANY CHANGES, UPDATES AND/OR AMENDMENTS. YOU MAY ACCESS THE CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERCEDES ALL PRIOR VERSIONS, BY CLICKING ON THE "TERMS AND CONDITIONS" HYPERLINK LOCATED AT THE BOTTOM OF THE WEBPAGE THROUGH WHICH REALSUITE IS ACCESSIBLE OR AT THE REALSUITE LOGIN PAGE.

1. YOUR ACCESS.

1.1 Your access to REALSuite requires the creation, occasional update, and entry of login credentials. You agree to maintain the secrecy of Your login credentials and acknowledge that You are prohibited from sharing Your username, password, or any other login credentials with any other person, even if such other person has also agreed to this Agreement. You are prohibited from using any services or facilities provided in connection with REALSuite to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If You become involved in any violation of system security, Altisource reserves the right to use Your details to resolve security incidents. Altisource reserves the right to investigate suspected violations of this Agreement. Altisource reserves the right to fully cooperate with any law enforcement authorities or court order requesting or direction Altisource to disclose the identity of anyone making available any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS ALTISOURCE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ALTISOURCE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER ALTISOURCE OR LAW ENFORCEMENT AUTHORITIES.

1.2 If Altisource suspects the credentials You provide are not correct, current, complete, or have been compromised Altisource has the right to refuse Your access to REALSuite or require You to create new or modify credentials. Altisource may terminate, suspend, or modify Your access at any time for any reason, in its sole discretion and without notice. Altisource shall in no way be liable for any damages or liabilities associated with termination of Your use.

1.3 You remain solely responsible for the content of Your submissions. You acknowledge and agree that neither Altisource nor any third party that provides content to Altisource will assume or have any liability for any action or inaction by Altisource or such third party with respect to any submission.

1.4 Altisource will treat any personal information that You submit through this site in accordance with its Privacy Policy accessible at <http://www.altisource.com/home/YourPrivacyRights.aspx>.

2. **RESTRICTIONS ON YOUR USE.**

2.1 Your use of REALSuite is conditional on Your warranty that You will not use the REALSuite for any purpose that is unlawful or prohibited by this Agreement. For the avoidance of doubt, You may not (and may not authorize any party to) (i) co-brand this site, or (ii) frame this site. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of Altisource or its affiliates in such a manner as is reasonably likely to give a user the impression that You have the right to display, publish, or distribute REALSuite or content accessible therein. You agree to cooperate in causing any unauthorized co-branding or framing immediately to cease. You agree to immediately cease any occurrence of hyperlinking to REALSuite should Altisource make such a request, which You recognize it is entitled to do at any time and for any reason. You may not use REALSuite in any manner which could disable, overburden, damage, or impair REALSuite or interfere with any other party's use and enjoyment of REALSuite. You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through REALSuite.

2.2 You understand and agree that You shall be solely responsible for (i) the accuracy of any information submitted by You to REALSuite, and (ii) ensuring that any information submitted on or provided by You through REALSuite complies with any advertising, consumer protection, intellectual property, or any other applicable laws, rules, regulations and guidelines.

2.3 You acknowledge and agree that any and all data and/or documents entered or uploaded by You to REALSuite are Your sole responsibility. You hold Altisource and its affiliates harmless from any and all actions that may arise or be related to such data and/or documents. Except in the event of Altisource's intentional or willful misconduct, You accept full responsibility for all non-public personal information ("NPPI") that You may deliberately or inadvertently enter or upload to REALSuite and shall indemnify Altisource and its affiliates for any losses, expenses, damages, fees, liabilities and costs, including reasonable attorneys' fees, resulting from or related to such NPPI per the indemnification obligations contained herein.

2.4 Altisource reserves the right to monitor use of REALSuite to determine compliance with this Agreement, as well as the right to remove or refuse any information for any reason. Altisource reserves the right to terminate Your access to REALSuite at any time without notice for any reason whatsoever. Altisource also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion. Materials uploaded to REALSuite may be subject to posted limits on use, reproduction and/or dissemination and You are responsible for abiding by such limitations with respect to Your submissions, including any downloaded materials.

2.5 You hereby warrant that You will never, directly or indirectly:

a.) de-compile, reverse engineer, disassemble or create derivative works from REALSuite, any other Altisource product and/or any other data or information owned by Altisource or its affiliates; or

b.) use and/or register any designation, trademark or trade name that incorporates the terms "REAL", or any designation, trademark or trade name that is confusingly similar to the Altisource trademarks.

3. **NON-COMPETITIVE USE.**

3.1 You may not use this site for any unauthorized purpose, including any competitive purpose. You may not modify copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, content, software, products or services obtained from or otherwise connected to REALSuite or Altisource or its affiliates.

3.2 You may not access REALSuite for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

4. **INTELLECTUAL PROPERTY RIGHTS AND PROPRIETARY INFORMATION.**

4.1 You acknowledge and agree that: (i) all right, title and interest in and to REALSuite, all confidential information of Altisource or its affiliates, all other intellectual property associated with REALSuite and any derivative works of (which shall include, without limitation, any materials developed using such intellectual property) any of the foregoing are and shall be owned solely and exclusively by Altisource, and You irrevocably waive Your right, to the extent permitted by applicable law, to claim any ownership right to any of the foregoing; (ii) all use of REALSuite, and all intellectual property associated therewith, by You shall inure to the exclusive benefit of Altisource; and (iii) You shall not at any time acquire any rights in REALSuite by virtue of its use.

4.2 The material and content accessible from REALSuite, and any other platform owned, operated, licensed, or otherwise controlled by Altisource (the "Content") is the proprietary information of Altisource or the party that provided or licensed the Content to Altisource, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Altisource. In doing so, You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in this Agreement violates Altisource's intellectual property rights. Neither title nor intellectual property rights are transferred to You by access to this site.

4.3 Any disclosure, copying, distribution or use of any of the information contained on or through REALSuite that is not expressly permitted by Altisource in writing is STRICTLY PROHIBITED. Altisource, the

Altisource logo, the “REAL” family of trademarks and service marks, and certain other marks are trademarks or service marks of Altisource or its subsidiaries.

4.4 You acknowledge and agree that the entire contents of REALSuite are copyrighted as a collective work under the United States and other copyright laws and that Altisource holds the copyright in such collective work. You expressly understands and agree that in order for Altisource to protect its trade secret and proprietary information, unless otherwise expressly specified in this Agreement or agreed to by Altisource in writing, You shall be prohibited from allowing any entities other than Your officers and employees, but at no time third party entities, to view or access or record REALSuite under Your account.

4.5 Altisource owns several issued patents and pending patent applications that may relate to one or more of its products or services, including without limitation the following patents, any or all of which may pertain to certain aspects of REALSuite: United States Patent Nos. 7,412,418; 7,707,055; 8,005,730; 8,024,261; 8,266,013; 8,266,028; 8,275,701; 8,473,391; 8,473,409; 8,478,659; 8,521,613; and 8,548,877.

4.6 You shall not (and shall not permit any third party to) (i) create or authorize new versions, modifications, enhancements or derivative works to, nor translate, reverse engineer, decompile or disassemble, REALSuite or any portion thereof; and (ii) sublicense, in whole or in part, or grant a security interest in, encumber, or otherwise transfer rights to REALSuite or any portion thereof.

4.7 Altisource does not accept or consider unsolicited ideas, improvements, developments, technologies, processes, materials, or other original works. Should You send any unsolicited original works, Altisource makes no assurances that Your original works will be treated as confidential or proprietary and under no condition will Altisource be liable for use of or apparent use of such unsolicited original works. To the extent any such works arise out of, use or are otherwise influenced by REALSuite, Altisource shall own such all rights in and to such works, and You hereby assign to Altisource any such rights that You have or may acquire in the future.

5. **HYPERLINKS.**

REALSuite may contain hyperlinks to other sites which are not maintained by, or related to, Altisource. Such third party sites are not part of REALSuite, and Altisource disclaims all responsibility, warranties and liability pertaining to the same. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with REALSuite or Altisource. Altisource has not reviewed any or all of such sites and is not responsible for the content of those sites. Altisource is not responsible for webcasting or any other form of transmission received from any hyperlinked site. Hyperlinks are to be accessed at Your own risk, and Altisource makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to REALSuite. Altisource provides hyperlinks as a convenience, and the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by Altisource of that site or any association with its operators.

6. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

6.1 You represent and warrant that: (i) You will not, and the information or other content You provide will not, violate any applicable law, rule or regulation nor the intellectual property or personal rights of any third party; (ii) You have established and implemented sufficient security standards to protect any confidential and sensitive information and prevent any unauthorized access to such information; and (iii) You will at no time take any action or permit any omission to damage, compromise or otherwise negatively affect REALSuite, including attempting to circumvent any security provisions established by Altisource.

6.2 You acknowledge and agree that You are solely responsible for the security, distribution, and use of REALSuite under Your credentials and/or logins. Altisource will have no responsibility for accounts not within its actual sole control. You will immediately notify Altisource in the event of any loss, theft, or unauthorized disclosure or use of any of Your credentials and/or logins or if You otherwise have reason to believe that REALSuite is no longer secure for any reason.

6.3 You acknowledge and agree that except for Altisource's obligations regarding proper operation of REALSuite as expressly set out herein, You are solely responsible for safeguarding Your data. Altisource is not responsible for the accuracy and/or completion of Your data.

6.4 You may not re-market, resell or redistribute REALSuite to any third person or entity. You acknowledge and agree that Altisource has the right, in its sole discretion, to immediately halt any services and/or completion process or to prevent or restrict access to any portion of REALSuite in order to prevent or investigate any potentially illegal or fraudulent activity and to correct any defect in REALSuite.

6.5 REALSUITE AND OTHER RELATED SERVICES PROVIDED HEREIN ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALTISOURCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTISOURCE DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN REALSUITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT REALSUITE OR THE SERVER THAT MAKES REALSUITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE EXTENT THAT ALTISOURCE CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

6.6 You acknowledge and agree that Altisource does not and cannot control the flow of data to or from REALSuite and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inaction of such third parties can impair or disrupt Your connections to the Internet (or portions thereof). Although Altisource will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Altisource cannot guarantee that such events will not occur. Accordingly, Altisource disclaims any and all liability resulting from or related to such events.

7. **LIMITATION OF LIABILITY.**

EXCEPT WHERE RESTRICTED OR PROHIBITED BY LAW, ALTISOURCE WILL NOT BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR PROFITS OR LOSS OF DATA THAT RESULTS OR ARISE FROM THIS AGREEMENT, OR THE USE OF, OR THE INABILITY TO USE REALSUITE, EVEN IF ALTISOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT LIABILITY MAY BE ASSESSED AGAINST ALTISOURCE, IN NO EVENT WILL ALTISOURCE'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING THROUGH ANY PARTY'S USE OF OR ACCESS TO REALSUITE, WHETHER IN CONTRACT OR IN TORT, EXCEED THE TOTAL FEES, IF ANY, PAID BY SUCH PARTY TO ALTISOURCE UNDER THIS AGREEMENT IN THE IMMEDIATE THREE (3) MONTHS PRECEDING SUCH CLAIM. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

8. **INDEMNIFICATION.**

You shall indemnify, defend, and hold harmless Altisource and Altisource's (and its affiliates') officers, managers, directors, employees, agents, licensors, and suppliers (collectively, "**Altisource Indemnified Persons**") from and against all losses, expenses, damages, fees, liabilities and costs, including reasonable attorneys' fees, resulting from (i) any breach of any representation, warranty or covenant contained herein, and (ii) Your use of REALSuite.

9. **CONFIDENTIALITY.**

9.1 You may have access to information that, in whole or in part, is confidential to Altisource. "**Confidential Information**" shall mean all information provided to, received by, or otherwise made available to You, including but not limited to: (i) any "non-public private information" as defined in the Gramm-Leach-Bliley Act (15 USC §6801 *et. seq.*, as may be amended) made available to You; (ii) any information about the Altisource products, business models, techniques, computer systems and models, any related technology and processes arising therefrom, and any documentation thereof; (iii) the distinctive methods or procedures which Altisource uses in the design, development, licensing, support, or maintenance of REALSuite; (iv) the terms and pricing under this Agreement; (v) Altisource's business processes and strategies; (vi) all other information clearly identified as confidential; and (vii) any notes, summaries or other information or materials that arise out of, result from, or are derivative of any of the foregoing (i)-(iv).

9.2 The Confidential Information shall (i) be and at all times remain the sole and exclusive property of Altisource and/or its affiliates, as applicable; (ii) not be used by You for any reason or purpose except in direct connection with Your rights under this Agreement; and (iii) not, without the express prior written consent and approval of Altisource in each instance, be disclosed by You in whole or in part to any person or entity.

9.3 You acknowledge that any use or disclosure of Confidential Information in any manner inconsistent with the provisions of this Agreement may cause Altisource irreparable damage for which remedies other than injunctive relief may be inadequate, and You agree and acknowledge that Altisource, in addition to any other remedies it may have at law or in equity (including, without limitation, the right for Altisource to seek both direct and indirect monetary damages), shall be entitled to seek injunctive or other equitable relief to restrain such use or disclosure in addition to appropriate remedies.

9.4 Notwithstanding anything to the contrary set forth herein, Altisource shall be able to: (a) use without restriction (i) any performance and/or analysis data compiled by Altisource pertaining REALSuite users, and (ii) any and all public property data; and (b) contact and solicit any person or entity who uses REALSuite and does not “opt-out” from being contacted.

9.5 Your duties and obligations under this Section 9 shall survive the termination or cancellation of this Agreement for any reason.

10. ALTISOURCE SERVICES.

10.1 With or without prior notice, Altisource may interrupt access to or performance of REALSuite (in whole or in part), for the performance of maintenance, in which case Altisource will use commercially reasonable efforts to conduct such maintenance expeditiously and if possible, conduct such maintenance during non-business hours.

10.2 Subject to the provisions of the Gramm-Leach-Bliley Act (15 USC §6801 et. seq., as may be amended), You consent to Altisource’s interception, collection, use, reproduction, storage and review of any data transmitted through REALSuite to facilitate (a) billing, (b) network maintenance, (c) the protection and security of REALSuite, (d) compliance with applicable law or valid legal process, or (e) Altisource’s collection, generation, storage, reproduction, and use of statistical information for purposes of, without limitation, measuring usage and performance of REALSuite. In connection with interception, collection, reproduction, storage or usage, Altisource shall have the right to remove any data or cease any transaction which Altisource deems to be in violation of law or any term or condition set forth in this Agreement. Notwithstanding the foregoing, Altisource shall not have any obligation to remove, screen, edit or monitor any data or other activity on REALSuite.

10.3 Altisource may add, remove or alter any services or functionality contained on REALSuite at any time in its sole discretion. Any continued use of REALSuite following such notice shall be deemed Your acceptance of any such changes.

11. GENERAL.

11.1 It is expressly agreed and intended that each party hereto shall remain a separate legal entity from the other and each shall be an independent contractor responsible only for such party’s own actions.

Nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, agency or joint venture relationship between the parties hereto.

11.2 This Agreement will be interpreted in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

11.3 Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than You or Altisource and its affiliates, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement. This Agreement is binding upon each of the parties hereto and their respective successors and permitted assigns. Except as otherwise provided, no rights, obligations or liabilities of You under this Agreement may be assigned or delegated by You without the prior written consent of Altisource. Altisource may assign to any other person its rights under this Agreement, including its right to receive and collect payments hereunder, without any limitation and without any notice to or consent from You.

11.4 In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such unenforceable provision had never been contained herein. The waiver, express or implied, by any party hereto of any breach or default shall not constitute a waiver of any different or subsequent breach or default.

11.5 You acknowledge and agree that by consenting to the terms and conditions of this Agreement, You are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that Your electronic submissions constitute Your agreement and intent to be bound by this Agreement. Further, You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records. You also acknowledge that You are bound to any amendments made to this Agreement by Altisource even if You are not provided prior notice of such amendments except as defined herein. Your continued use of REALSuite constitutes acceptance of the then current Agreement, a copy of which can be found through REALSuite.

11.6 This Agreement constitutes the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof, and all provisions representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions.

11.7 Altisource affiliates are entitled to all rights, benefits and protections granted to Altisource pursuant to this Agreement.

11.8 You agree that Altisource may, without prior notice, immediately terminate, amend, limit, or suspend Your access to Your account or login credentials. Cause for such action shall include, but shall not be

limited to: (i) breaches or violations of this Agreement or other incorporated agreements or terms of service, (ii) requests by law enforcement or other government agencies, (iii) discontinuance or materials modification of REALSuite or its components, (iv) unexpected technical or security issues or problems, (v) extended periods of inactivity, (vi) illegal or fraudulent conduct, (vii) nonpayment of any fees due by You to Altisource, or (viii) expiration of a REALSuite subscription. Services may be terminated at Altisource's sole discretion, and in no event shall Altisource be liable to You or any third party for termination of Your account or login credentials.

11.9 In the event of any dispute, controversy or claim between or among the parties with respect to this Agreement, including the interpretation of any provision of this Agreement, or to the performance or non-performance of the parties to this Agreement, the parties acknowledge and agree that each party hereby waives any right it might have to request, demand, or seek discovery of any internal communications, whether written or oral, with a party's in-house lawyers. The parties also agree that they hereby waive any right to request, demand, or seek discovery of any work product generated by another party's in-house lawyers.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO USE, ACCESS AND/OR SUBMIT ANY INFORMATION ON REALSUITE, YOU EXPRESSLY CONSENT TO BE BOUND BY THE FINANCIAL OBLIGATIONS AND TERMS AND CONDITIONS SET FORTH HEREIN, AND AMENDED FROM TIME TO TIME, AND GRANT TO ALTISOURCE THE RIGHTS SET FORTH HEREIN.