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1. DEFINITIONS. Terms when used in this Agreement have the meanings either as defined in this Section 1 or, if not here defined, as specifically defined elsewhere in this Agreement.

1.1. Software. The term “**Software**” means the online web-based mortgage document preparation system and all related services that may be provided, which includes, but not limited to the Document Express Elite Series® of services specified on the Exhibit A, any machine-readable Object Code, Source Code, data formats, Software Documentation, enhancements, updates, revisions, patches, or other modifications, which have been developed and are owned by DX. DX in its sole discretion may add, delete, change or replace some or all of the Software from time to time by posting any such notice within the pages that pertain to the DX website.

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- 1.3. **Updates.** The term “**Updates**” shall include any authorized revisions, additions, changes, deletions, fixes, or other modifications to Software or Software Documentation, that DX may, in its sole discretion make from time to time.
- 1.4. **DX Website.** The term “**DX Website**” means DX’s Internet website currently located at <http://www.documentexpressinc.com/elite>. DX reserves the right to change this web address and web location without notice.
- 1.5. **Maintenance.** The term ”**Maintenance**” means such software maintenance as is reasonably required to assure that the Software performs substantially in accordance with the Software Documentation and includes programming changes which DX either elects to make in response to mandatory changes in governmental regulations or provides voluntarily to LICENSEES at no additional charge. Maintenance does not include providing Enhancements or Upgrades.
- 1.6. **Object Code.** “**Object Code**” means the machine-readable version of the computer software.
- 1.7. **Product(s).** The interchangeable terms "**Product**" and "**Product(s)**" means any DX provided Software, related Software Documentation and any and all services or products obtained by Licensee from DX, including, but not limited to, any and all reports, certifications, verifications, forms, documents, origination and closing disclosures, security instruments, notes, riders, general and special purpose documents of any kind or nature and any other deliverables or copies thereof obtained by Licensee directly or indirectly from DX.
- 1.8. **Proprietary Information.** The term “**Proprietary Information**” means the Software (including Object Code and Source Code and all ideas, methods and concepts used in developing or incorporated into the foregoing, the program and design logic, visual expressions, screen formats and other design features), documentation, trade secrets, know-how, inventions, techniques, processes, programs, algorithms, schematics, and information and data proprietary to DX or any third party from whom DX has received use, licensing and/or marketing rights (a “**Third Party Licensor**”), and any mark, copyright, patent, logo or other proprietary rights of DX or any Third Party Licensor.
- 1.9. **Source Code.** The term “**Source Code**” means the human-readable version of computer software, together with all documentation and comments thereto, sufficient for a reasonably skilled computer programmer to understand, use, support and modify such computer software.

1.10. **Upgrade.** The term “**Upgrade**” means all future versions, Updates, upgrades or replacements of the Software and Software Documentation.

1.11. **Licensee.** The term “**Licensee**” means any person or entity that uses the Software, Products or Services offered or delivered through the DX Website. “Licensee” also means the person who clicks the “I ACCEPT” button or if the person who selects the “I ACCEPT” button is an employee or is acting on behalf of or is retained by another person or entity, then the person or entity which employs or on whose behalf the person who clicks the “I ACCEPT” button is acting or retained and for whose benefit the Software is installed or any of the Software, Software Documentation or Products and Services are used. Licensee also acknowledges that Licensee has the legal right, authority and power to enter into this Agreement.

1.12 **Exhibit A.** Exhibit A – Pricing Addendum to this Agreement specifying any set-up charges and/or schedule of fees.

1.13 **Exhibit B (if applicable).** Exhibit B - eLynx End User License Agreement to this Agreement, which constitutes a separate agreement directly between eLynx and Licensee, is included as an Exhibit to this Agreement between Licensee and DX.

2. OWNERSHIP AND LICENSE. During the term of this Agreement and subject to all of the terms and conditions that are contained in this Agreement, DX grants to Licensee and Licensee accepts a non-transferable and non-exclusive limited license to use the Software, Software Documentation, Products and any other services provided hereunder.

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- 3. SUBSCRIPTION ID AND PASSWORD.** At DX's discretion, we may provide Licensee with a subscriber identification number and user password enabling Licensee to access additional features to the Software, some of which may be available for a fee. Licensee is responsible for maintaining the security of Licensee's password and agrees not to post the password on any web site or computer accessible to the public. Licensee agrees to assume responsibility for the results of any misuse of Licensee's password and to notify DX immediately of any misuse of Licensee password.
- 4. TERM AND TERMINATION.** The term of this Agreement shall remain in effect for as long as the Software, Software Documentation and Products are used, accessed, or stored on Licensee's computer (or network, if applicable), unless earlier terminated in accordance with the Agreement. If Licensee breaches any material terms of this Agreement or fails to pay license fees (if applicable) as they become due, we may immediately terminate Licensee's license to use the Software, including disabling any online access, in addition to taking any other legal remedies we deem necessary. Upon termination of Licensee's license, Licensee must either return any copies of the Software and Software Documentation to us or permanently delete the copies from Licensee's computer and/or network. At any time, DX shall have the right to terminate this Agreement with 90 days notice if such Software is no longer compatible with DX's Services or if a new product has been provided as a replacement. Notice shall be considered adequate if posted on DX's Website.
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- 8. INDEMNIFICATION.** Licensee agrees to indemnify, defend, and hold DX, its stockholders, affiliates, and their respective officers, directors, employees, legal representatives and agents, harmless from and against any and all losses, damages, deficiencies, claims, causes of action or expenses of any nature (including without limitation, reasonable attorneys' fees and costs) resulting from or arising out of any breach by Licensee of any of its obligations hereunder. DX, may at Licensee's expense, control the defense of any third party claim, suit, action or proceeding that gives rise to a right of indemnification under this section 8 if DX reasonably believes that such assumption is necessary or appropriate to assure that its right or ability to conduct its business, its reputation, goodwill or financial condition are materially impaired.
- 9. RIGHT TO AUDIT FOR COMPLIANCE.** DX will have the right to conduct, or direct an independent accounting firm to conduct, during normal business hours and no more than once during any calendar year, an audit of Licensee's relevant records to verify Licensee's compliance with the terms of this Agreement. This provision does not limit DX's right to monitor our server logs for accesses made by Licensee, or access using any access code issued to Licensee, to any online features or to investigate any conduct we believe may be a breach of the licensing terms or may be otherwise threatening to the integrity of our products or services.

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12. PRICE AND PAYMENT TERMS. The software is available for Licensee to access and use on a transaction fee basis specified on Exhibit A, provided however, that if Licensee has a separate written agreement with DX that provides pricing specific to Licensee's usage of the Software, then Licensee agrees to pay for the Software, Products and any other services provided hereunder in accordance with such separate written agreement. DX retains the right to add, delete, change or replace any of its fee schedules for any of the Software from time to time and in its sole and absolute discretion, upon thirty (30) days prior written notice from DX to Licensee. DX shall invoice Licensee for all transactions on a monthly basis. Licensee shall pay DX the entire net amount of each such undisputed DX invoice on a net thirty (30) day basis from the receipt date of such invoice without offset or deduction. Licensee shall pay interest on any undisputed invoice not paid when due from the due date to the date of payment at the rate of one (1%) percent per month or such lower rate as may be the maximum allowable by law. In addition, Licensee shall reimburse DX for its costs of collection and reasonable attorney's fees and expenses.

13. TERMINATION. In its sole and absolute discretion and with or without cause, DX may terminate this Agreement at any time by giving written notice of termination to the Licensee. Upon termination, all rights granted to Licensee under this Agreement shall immediately cease. Further, Licensee agrees that Licensee will immediately discontinue any use of the Software and Products and return to DX or destroy all copies of the Software and Software Documentation in Licensee's possession, and Licensee shall certify in writing such return or destruction and that no additional copies thereof remain in Licensee's possession or installed on any computer within Licensee's control. Termination of this Agreement shall not relieve either party of their respective confidentiality obligations hereunder, nor Licensee of its obligation to pay DX and agree to pay all outstanding amounts that may have accrued or become payable at or prior to the date of termination, or which may later become payable pursuant to the terms hereof.

14. INDEPENDENT CONTRACTOR. DX is acting solely as an independent contractor and nothing in this Agreement shall be construed or deemed to create an agency, employee attorney-client or partnership relationship with Licensee. Licensee shall have no authority to bind, commit, contract for or otherwise obligate DX in any manner whatsoever other than as specifically stated in this Agreement or other agreement that may exist between the parties. DX shall not be responsible for withholding any applicable federal and state employment taxes pertaining to Licensee.

15. NON-SOLICITATION OF EMPLOYEES. During the Term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees not to hire, solicit, nor attempt to solicit, the services of any employee or subcontractor of the other party without the prior written consent of the other party. Violation of this provision shall entitle the harmed party to liquidated damages against the harming party equal to one hundred fifty percent (150%) of the solicited/hired individual's annual compensation, payable upon written demand.

16. MAINTENANCE.

16.1 DX shall provide telephone, facsimile or e-mail support services to answer questions regarding the use and functions of the Software for the continental United States during DX Business Hours (which, at a minimum, shall mean 8 A.M. to 6 P.M. Central Standard Time, Monday through Friday, excluding legal holidays).

16.2 In order to facilitate DX's provision of Maintenance or to otherwise address Licensee's inquiries with respect to use of the Software, DX may request that Licensee provide DX with online access to Licensee's Application(s), and all other related Software. Licensee shall provide such access upon DX's request solely for such limited purposes.

16.3 All product support services hereunder shall be provided from DX's facilities; provided, however, that if DX determines in its sole discretion that on-site product support services are required to resolve an issue, Licensee agrees to provide DX with access to its premises and DX shall bear all reasonable transportation, food, and lodging costs incurred by DX personnel providing such on-site services; provided, however, that if

Licensee requests DX to provide on-site product support services which support could otherwise be provided from DX's location, Licensee shall pay DX on a time and materials basis (at DX's discretion and at DX's then prevailing hourly rate for consulting services) and reimburse DX's reasonable transportation, food, and lodging costs incurred by DX personnel providing such on-site services.

- 16.4 At its sole discretion, DX will use reasonable commercial efforts to resolve each significant Software Error by providing a reasonable work around, an object code patch, or a specific action plan and an estimate of the time required to rectify the error. DX reserves the right to charge Licensee additional fees at its then-standard rates for services performed in connection with reported Software Errors which are later determined to have been due to hardware, software or modifications not supplied by DX. Notwithstanding the foregoing, DX's obligation to provide Maintenance Services hereunder shall be limited to the express undertakings described herein and shall not extend to (a) any items modified, revised or repaired by persons other than DX (b) any items operated under improper or unsafe conditions or in an environment not recommended by DX, or (c) custom objects.

17. CONFIDENTIALITY.

- 17.1 Because of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information of DX shall include the Software in any form, including all Source Code and Object Code, and Software Documentation and Products, all of which shall be deemed trade secrets of DX, and the terms and pricing under this Agreement and Exhibit A. Confidential Information also includes information relating to the disclosing party's business or financial affairs, such as financial results, business methods, pricing, competitor and product information and all other information designated as confidential. With the exception of the Software and Software Documentation, a party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party from a third party without any breach of confidentiality; (iii) is independently developed by the other party without breach of this Agreement; or (iv) is already known to the other party without obligation of confidentiality and other than by disclosure from the disclosing party. The parties agree to maintain the confidentiality of the other's Confidential Information and to protect as a trade secret of the other party any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding protection of the other's Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than what is reasonably required under the circumstances. Without limiting the generality of the foregoing, Licensee shall not permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by DX.

- 17.2 Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the other party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the other party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.
- 17.3 The obligations under this Section 17 of the recipient of Confidential Information shall apply retroactively from the date one party disclosed Confidential Information to the other and remain in effect for the duration of this Agreement and for fifteen (15) years thereafter; provided, however, that with regard to the Confidential Information that constitutes trade secrets of the other party, the obligations under this Section 17 shall extend for whatever additional period of time such information shall remain a trade secret under applicable law. This Section 17 shall supersede any pre-existing confidentiality agreement between the parties to the extent of any inconsistency with this Section 17.
- 17.4 The provisions of this Section 17 shall not prohibit either party's compliance with a validly issued subpoena, order of a court of competent jurisdiction, or request for information from a governmental agency, seeking disclosure of the other's Confidential Information, provided the party receiving such subpoena, court order, or request has given prompt notice thereof to the other party and has taken all reasonable steps to protect the confidentiality of the other party's Confidential Information.
- 17.5 LICENSEE SHOULD BE AWARE THAT ANY LINKED SITES MAY CONTAIN CONFIDENTIALITY PROVISIONS THAT DIFFER FROM THE PROVISIONS PROVIDED HEREIN. DX IS NOT RESPONSIBLE FOR SUCH PROVISIONS, AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO SUCH PROVISIONS.**

18. NO ATTORNEY-CLIENT RELATIONSHIP.

- 18.1 THE CONTENT OF THE DX WEBSITE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO CONSTITUTE ADVERTISING, INVITE AN ATTORNEY-CLIENT RELATIONSHIP, OR SERVE AS A SOURCE FOR LEGAL ADVICE. SINCE WE ARE NOT PROVIDING LEGAL ADVICE THROUGH THE DX WEBSITE, LICENSEE SHOULD NOT RELY UPON ANY INFORMATION CONTAINED ON THE DX WEBSITE OR THIS AGREEMENT FOR ANY PURPOSE WITHOUT SEEKING LEGAL ADVICE FROM A DULY LICENSED ATTORNEY COMPETENT TO PRACTICE LAW IN LICENSEE'S JURISDICTION.**

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19. GENERAL TERMS.

- 19.1 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the use of the Software, Software Documentation, Products or any other services provided and supersedes any prior representations, discussions, communications, or advertising relating thereto. This Agreement may not be modified except with a writing signed by both parties. The failure by DX to enforce any of its rights hereunder will not constitute a waiver of such rights.
- 19.2 Choice of Law and Venue. Licensee agrees that this Agreement, and any dispute, controversy, or claim Licensee may have arising out of or relating to the use of the Software or any related DX Services, shall be governed by the laws of the State of Illinois, exclusive of its choice-of-laws provisions. The exclusive venue for all such disputes shall be the courts located in Cook County, Illinois.
- 19.3 Exporting Products. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Licensee agrees not to ship, transfer, or export the Software, or any component thereof, or any data obtained from the Software into any country (including without limitation Iran, Iraq, Syria, Sudan, Cuba, and North Korea) or use the Software in any manner prohibited by the United States Export Administration Act of 2001 or any other export laws, restrictions or regulations (Export Laws).
- 19.4 DX shall not be liable to Licensee for any delay or failure of DX to perform its obligations under this License if such delay or failure arises from any cause or causes beyond the reasonable control of DX, including, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or the temporary unavailability of qualified personnel or third parties.
- 19.5 All communications and notices to DX by Licensee shall be in writing and shall be sent by either messenger or a recognized overnight delivery service having a delivery tracking and verification system (such as Federal Express, UPS), charges prepaid, or by postage prepaid United States mail, either regular first class, registered or certified with return receipt requested, addressed to the parties at the addresses set forth below or at such other addresses as shall be specified in writing and in accordance with this Section. Notices are effective upon receipt. Notices given by regular, first class United States Mail are effective when received. Notices shall be deemed to have been duly given and received (i) upon receipt, if delivered by registered or certified United States Mail or if addressee refuses to accept delivery, if personally delivered or by overnight

delivery service, or (ii) if delivered or transmitted by email, facsimile transmission (FAX), telegram, telecopier or telex, on the day transmitted if a copy of such notice is either sent by registered or certified, postage prepaid and return receipt requested, and postmarked on the date of such transmission; or (iii) on the third business day following mailing by registered or certified United States mail with return receipt requested. All notices shall be given to DX at the following address: 664 N. First Bank Drive, Palatine, IL 60067.

19.6 If any court or tribunal of competent jurisdiction determines that any part of this Agreement wholly or partially unenforceable for any reason, such determination of unenforceability shall not affect the balance of this Agreement. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

19.7 Assignment. Either party may assign this Agreement without the consent of the other to any of its affiliates or to any successor in interest as a result of a sale of all or substantially all of its business or assets, (regardless of structure) provided such successor in interest or affiliate entity assumes the obligations applicable to the relevant party as set forth herein in their entirety.

19.8 The headings in this Agreement are for convenience only and shall have no effect on its interpretation. Wherever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of pronouns or nouns shall include the plural and vice versa.

19.8.1 The provisions contained relating to Section 4 (Term and Termination) Section 5 (Limited Warranty) Section 7 (Disclaimer of Warranties and Liability) Section 8 (Indemnification) Section 9 (Right to Audit for Compliance) Section 13 (Termination) Section 15 (Non-Solicitation of Employees) Section 17 (Confidentiality) Section 18 (No Attorney-Client Relationship) of this License shall survive the expiration or termination of this License.