



MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into between CoreLogic Solutions, LLC, a California limited liability company, having its principal place of business at 40 Pacifica, Suite 900, Irvine, California 92618, together with its subsidiaries and affiliates (collectively, “**CoreLogic**”) and the customer identified below on this signature page (“**Customer**”) (collectively, the “**Parties**,” or individually, a “**Party**”). This Agreement is effective as of the date of last signature below (the “**Effective Date**”).

This Agreement consists of: (i) this signature page; (ii) the CoreLogic Standard Terms and Conditions; (iii) any addendum that may be executed by the Parties from time to time setting forth additional terms related to specific CoreLogic services (each, an “**Addendum**”); and (iv) all written orders for CoreLogic services (“**SOWs**”), together with any related exhibits or purchase orders thereto, executed by the Parties under this Agreement, all of which are incorporated herein by this reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant SOW(s). There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

City of Union City	CORELOGIC SOLUTIONS, LLC
("Customer")	("CORELOGIC")
By:	By:
_____ Authorized Signature	_____ Authorized Signature
Name: Joan Malloy	Name: Bryce Bucknell
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618

CORELOGIC STANDARD TERMS AND CONDITIONS

1. Agreement Structure. Each SOW executed by the Parties under this Agreement shall be subject to these Standard Terms and Conditions as well as any additional terms and conditions set forth in the Addendum hereunder applicable to such SOW, if any. Each SOW shall specifically reference this Agreement, the Addendum to which such SOW is subject, if any, and set forth the specific Services (as defined in each SOW), delivery methods, fees, Permitted Applications (as defined in each SOW) and any other terms applicable to the Services provided under such SOW. When fully executed by authorized signatories of the Parties, each SOW shall be incorporated into, and shall form a part of, this Agreement. Only the CoreLogic entity executing a specific Addendum or SOW shall incur any obligation or liability to Customer under such Addendum or SOW. The provisions of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the Standard Terms and Conditions, the Addendum and the applicable SOW, the terms and conditions of the SOW shall control.

2. Ownership. CoreLogic, its affiliates or third party licensors own and hold all right, title and interest in and to the Services, including without limitation, all underlying data compilations and information, all materials related to the Services and all intellectual property derived from the Services, including without limitation, all patents, trademarks, copyrights and trade secrets derived from the Services, notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources. For the avoidance of doubt, unless otherwise agreed upon in a SOW, CoreLogic does not own or have any right in and to Customer's data and other materials received by Customer from its other suppliers.

3. Fees; Taxes.

3.1. Fees. Customer shall pay CoreLogic the fees for the Services ("Fees") as set forth in each SOW. Unless provided otherwise in the applicable SOW, CoreLogic shall invoice Customer for all Fees incurred by Customer, and Customer shall pay CoreLogic the Fees within 30 days of the date of CoreLogic's invoice. In the event that Customer, in good faith, reasonably disputes any portion of an invoice, Customer shall provide written notice and documentation to CoreLogic within 60 days of the invoice date explaining in sufficient detail Customer's reason for disputing such invoice. CoreLogic, in turn, shall review such notice and documentation. If Customer does not deliver a notice of dispute within such 60 day period, Customer shall be deemed to have agreed to the Fees set forth therein. If CoreLogic finds an error in the disputed invoice, CoreLogic shall revise and reissue the invoice and Customer shall pay such revised invoice within 30 days of the date of such revised invoice. In the event CoreLogic confirms that the original invoice is accurate, CoreLogic shall notify Customer (such notice may be sent via email notwithstanding the contrary language in Section 13.2 (Notices)) and Customer shall pay such invoice within 15 days of the date of such notification. In all cases, Customer shall timely pay the undisputed portion of any disputed invoice. Customer shall be responsible for, and shall pay the Fees for, all Services accessed using usernames and passwords issued to Customer. If full payment is not made in compliance with this Section 3.1 or the applicable SOW, Customer may be assessed a late charge equal to 1½ percent of the unpaid amount per month, or the maximum limit permitted by law, whichever is less. If Customer becomes 10 or more days past due and fails to pay all past

due fees within 10 days of CoreLogic's written notice of such delinquency, CoreLogic, at its sole option, may suspend access or delivery of any Services provided under this Agreement until all past due charges and any related late charges are paid, or terminate the Agreement, including any SOWs. During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any minimum and flat fees due. Customer shall pay CoreLogic the costs of collection of past due amounts owed to CoreLogic hereunder.

3.2. Taxes. Fees are exclusive of taxes. Customer shall be responsible for all taxes, duties, or other assessments imposed upon the Services. When CoreLogic has the legal obligation to collect taxes, the appropriate amount shall be added to CoreLogic's invoice via a separate line item and paid by Customer, unless Customer provides CoreLogic with a valid tax exemption certificate prior to issuance of the invoice. Such certificate must be in a form authorized by the appropriate taxing authority.

4. Trademarks. "CoreLogic," the CoreLogic logo and all CoreLogic product names are trademarks or service marks of CoreLogic or its affiliates (collectively, the "Marks"). No right or license to use the Marks is granted under this Agreement, except that Customer shall have the limited right to use the Marks solely as they appear in the Services. Customer shall not use the Marks in any advertising or promotional material nor shall Customer disclose CoreLogic as a data source to any third party, except for such disclosures required by federal, state or local government law or regulations, or as otherwise may be prior authorized in writing by CoreLogic. Customer shall not remove, alter or obscure any Marks or proprietary notices contained in the Services or other materials provided by CoreLogic. For purposes of clarification, maintaining such Marks or proprietary notices in the Services or other materials provided by CoreLogic shall not be considered by CoreLogic to be a disclosure by Customer of CoreLogic as a data source.

5. Compliance with Law. CoreLogic shall comply with all applicable laws, statutes, ordinances and regulations in its provision of the Services, including if and to the extent applicable, the Gramm-Leach Bliley Act of 1999 (15 U.S.C. Section 6801 et seq.) and the regulations promulgated thereunder and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Customer shall use the Services in compliance with all applicable laws, statutes, ordinances and regulations, including if and to the extent applicable, the Gramm-Leach Bliley Act of 1999 (15 U.S.C. Section 6801 et seq.) and the regulations promulgated thereunder and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Customer may provide or otherwise make the Services available to any consumer to the limited extent necessary for Customer to comply with its disclosure obligations under applicable federal and state consumer protection laws. Customer shall obtain any necessary licenses, certificates, permits, approvals or other authorizations required by all laws, statutes, ordinances and regulations applicable to Customer's use of the Services.

6. Confidentiality

6.1. Confidential Information. In the course of this Agreement, each Party may obtain nonpublic information from the other Party that is confidential and proprietary in nature ("**Confidential Information**").

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Such Confidential Information includes, but is not limited to, the terms of this Agreement, information relating to the Services, information regarding a Party's current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, suppliers, investors, employees, business and contractual relationships, sales and marketing plans, nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (15 U.S.C. Section 6809) and any implementing regulations or guidelines, whether disclosed before or after the Effective Date, and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary or trade secret information of the disclosing Party. Confidential Information may be written or verbal. Confidential Information also includes any and all nonpublic information provided to the disclosing Party by third parties.

6.2. Obligations. The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party in strict confidence and trust, and shall not use, reproduce or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this Agreement. Any reproduction of Confidential Information shall remain the property of the disclosing Party and shall contain all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the disclosing Party. Each Party may disclose Confidential Information of the other Party only to those of its employees, contractors, consultants and advisors (collectively, "Representatives") who have previously agreed to be bound by confidentiality terms and conditions at least as restrictive as those set forth in this Agreement and who have a need to know such information. The receiving Party shall be responsible for any use of the disclosing Party's Confidential Information by the receiving Party's Representatives. The receiving Party shall promptly notify the disclosing Party upon confirming any loss or unauthorized disclosure of the disclosing Party's Confidential Information.

6.3. Exclusions to Confidentiality. The restrictions on use and disclosure of Confidential Information set forth in Section 6.2 shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party's Confidential Information; or (v) is otherwise agreed upon in writing by the Parties not to be subject to the restrictions set forth in Section 6.2. Notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources, the Services and any of CoreLogic's databases used in deriving the Services are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, are not excluded under this Section 6.3 from the restrictions on use and disclosure set forth in Section 6.2.

6.4. Disclosures Required by Law. The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation, subpoena or court order, provided that: (i) the receiving Party shall use all reasonable efforts to provide the disclosing Party with at least 10 days' prior notice of such disclosure, (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, (iii) the receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information; and (iv) the receiving Party allows the disclosing Party to intervene in the action.

7. Information Security. Each Party shall implement or have an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of consumer information; (ii) protect against any anticipated threats or hazards to the security or integrity of consumer information; (iii) protect against unauthorized access to or use of consumer information that could result in substantial harm or inconvenience to any consumer; (iv) notify the other Party of a security breach that materially impacts such Party's Confidential Information and (v) ensures disposal of the consumer information in a secure manner. CoreLogic will furnish copies of applicable SSAE 18 or equivalent reports it has in its control for processing Services to Customer upon request. Customer is responsible for all activities that occur within Customer's assigned CoreLogic account(s), excluding CoreLogic's actions within such accounts. Customer shall: (i) prevent unauthorized access to, or use of, the CoreLogic provided applications (if any), and notify CoreLogic promptly of any such unauthorized access or use of which Customer becomes aware; (ii) ensure that a user login is used by only one person (a single login shared by multiple persons is not permitted); and (iii) maintain the security of its users' CoreLogic account names and passwords.

8. Business Continuity. CoreLogic shall maintain appropriate contingency plans providing for continued operation in the event of a catastrophic event affecting CoreLogic business operations. CoreLogic will furnish a summary of its business continuity policies and practices to Customer upon request.

9. Indemnification.

9.1 Indemnification by CoreLogic.

(a) CoreLogic shall indemnify, defend and hold Customer harmless from and against any claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against Customer by a third party to the extent it is based on a claim that the Services infringe a United States patent, copyright or trademark (each, an "Infringement Claim"). CoreLogic's obligations with respect to this Section 9.1 are conditioned upon: (i) Customer providing CoreLogic prompt written notice of the Infringement Claim or threat thereof; (ii) Customer giving CoreLogic full and exclusive authority to conduct the defense and settlement of the Infringement Claim and any subsequent appeal; and (iii) Customer giving CoreLogic all information and assistance reasonably requested by CoreLogic in connection with the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal.

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(b) In addition to CoreLogic's indemnification obligations under Section 9.1(a) above, if an Infringement Claim has been made, or in CoreLogic's opinion is likely to be made, CoreLogic may, at its sole option and expense: (i) procure for Customer the right to continue using the Services; (ii) replace the applicable Services with substantially similar services; (iii) modify the Services so that it becomes non-infringing but maintains substantially similar functionality; (iv) not modify the Services; or (v) instruct Customer to terminate its use of the affected Services and, in such instance, refund to Customer a pro-rata amount of any prepaid Fees actually paid by Customer for the unused portion of such Services. If Customer does not accept or comply with CoreLogic's chosen option, CoreLogic shall have no obligation to indemnify Customer for the Infringement Claim. Additionally, in the event CoreLogic instructs Customer to terminate use of the affected Services, and Customer does not terminate such use, Customer shall indemnify CoreLogic for any and all claims to the extent resulting from Customer's continued use of such Services.

(c) Notwithstanding the foregoing, CoreLogic shall have no obligation to indemnify Customer to the extent an Infringement Claim arises from (i) the combination, operation or use of the Services with any other software, data, products or materials not supplied by CoreLogic, (ii) the use of the Services other than as expressly provided in the Permitted Applications or otherwise in violation of the terms and conditions of this Agreement; (iii) the alteration or modification of the Services by any person other than CoreLogic; (iv) CoreLogic's compliance with Customer's designs, specifications or instructions; or (v) Customer's continued use of the Services after CoreLogic has informed Customer of modifications or changes to the Services required to avoid the Infringement Claim.

(d) THIS SECTION 9.1 SETS FORTH CORELOGIC'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY THIRD PARTY CLAIMS.

9.2 Indemnification by Customer. Except for CoreLogic's indemnity obligations set forth in Section 9.1, Customer shall indemnify, defend and hold CoreLogic harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against CoreLogic by a third party arising out of or related to: (i) the use of the Services by the Customer or its Permitted Users (as defined in the applicable Addendum or set forth in the applicable SOW), and/or (ii) Customer's provision of or CoreLogic's use of any data, documentation or other materials provided by Customer under this Agreement. CoreLogic shall control the defense and any settlement of such claim, and Customer shall cooperate with CoreLogic in defending against such claim.

10. Term; Termination.

10.1. Term. This Agreement shall commence on the Effective Date. Provided there are no active SOWs in place, either Party may terminate

this Agreement without cause upon notice to the other Party. The term of each SOW is as specified in such SOW.

10.2. Termination for Cause. A SOW may be terminated by either Party if the other Party breaches any provision of such SOW, including a provision of this Agreement: (i) upon at least 30 days' notice to the breaching Party if such breach is capable of being cured and the breaching Party does not cure such breach within the 30 day period (unless a shorter cure period is otherwise set forth in this Agreement or the applicable SOW); or (ii) immediately upon notice to the breaching Party if such breach is not capable of being cured. Additionally, in the event of a breach by Customer related to the use of the Services, CoreLogic may immediately suspend access to the Services and/or all obligations of CoreLogic under this Agreement related to such Services shall cease until such breach is remedied or the applicable SOW is terminated. During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any minimum and flat fees due.

10.3. Termination for Insolvency. Either Party may immediately terminate this Agreement upon written notice to the other Party in the event the other Party: (i) becomes insolvent; (ii) files, submits, initiates, agrees to or is subject to any bankruptcy petition, conservatorship, request or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution; or (iii) makes a general assignment for the benefit of its creditors.

10.4. Effects of Termination. Upon expiration or termination of this Agreement or a SOW, all license rights granted by CoreLogic to Customer pursuant to the Agreement or such SOW shall terminate and Customer shall promptly pay CoreLogic in full for all Services accessed, ordered, or delivered. Customer acknowledges that minimum Fees, annual Fees, flat Fees and the like are based on a minimum term. If the Agreement or any SOW is terminated due to Customer's breach, Customer shall, if applicable, promptly pay CoreLogic the full amount of any outstanding minimum Fees, annual Fees, flat Fees or the like for the remainder of the then-current term. Notwithstanding the foregoing, the Parties agree that if Customer orders or continues to use the Services after the expiration or termination of this Agreement or the applicable SOW, and CoreLogic accepts such orders or delivers such Services, then such orders and use of the Services shall be governed by the terms and conditions of this Agreement; provided, however, that acceptance by CoreLogic of any order or delivery of any Services after the expiration or termination of this Agreement shall not be considered an extension or renewal of this Agreement or the applicable SOW, nor obligate CoreLogic to accept any future orders or continue to deliver the Services.

10.5. Destruction of Materials. Within 30 days of expiration or termination of this Agreement or a SOW, Customer shall destroy all Services delivered under the terminated SOW(s) and CoreLogic Confidential Information (including all copies of the same) related to such terminated SOW(s) (collectively, the "**Materials**") and, upon request by CoreLogic, certify in writing signed by an officer of Customer that all Materials have been destroyed. If such Materials are not destroyed in accordance with the foregoing, Customer shall pay CoreLogic the Fees ordinarily and reasonably charged by CoreLogic for the Services until such time as such Materials are destroyed by Customer.

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11. Disclaimer. UNLESS OTHERWISE SET FORTH IN AN ADDENDUM OR SOW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO CORELOGIC), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

12. Limitation of Liability. EXCEPT FOR CORELOGIC'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO CORELOGIC UNDER SUCH SOW DURING THE 3 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM ("GENERAL CAP"). WITH RESPECT TO GROSS NEGLIGENCE, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THREE TIMES THE GENERAL CAP. THESE LIMITS ARE CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMITS. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMITS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORELOGIC, OR ANY PROVIDER OF INFORMATION USED BY CORELOGIC IN PREPARING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

13. Customer Oversight. CoreLogic agrees to provide an annual due diligence package which will include: (i) an information security program overview; (ii) a business continuity program overview; and (iii) a SSAE 18 or equivalent SOC report. CoreLogic agrees to conduct quarterly client audits (each a "Quarterly Audit") for its clients to verify that CoreLogic understands and is capable of complying with its obligations under the Agreement and Applicable Law. In connection with this requirement, Customer and its Representatives (each subject to a non-disclosure agreement reasonably acceptable to CoreLogic) will be able to participate in the Quarterly Audit and will be entitled to review summaries via a secure data portal of CoreLogic's data protection control processes, practices, policies, procedures and training materials and to inspect CoreLogic's premises utilized to provide the Services under the Agreement, provided that Customer shall not have access to files or systems that contain information of other customers. If any Quarterly Audit results in a finding that CoreLogic is not in compliance with the material terms of the Agreement, CoreLogic shall take reasonable steps to remedy such finding or provide Customer with a detailed report as to why it cannot be remedied.

14. GENERAL PROVISIONS.

14.1. Relationship of Parties. The Parties acknowledge that this is a business relationship based on the express provisions of this Agreement, they are independent of each other, and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act, represent or hold itself out as such. Notwithstanding any use of the term "partner" in this Agreement or any Services, product or programs made available to Customer, the Parties do not intend to create any legal relationship or partnership between each other, and neither Party will assert to any third party or otherwise claim that such a legal relationship exists between each other.

14.2. Notices. All notices required under this Agreement shall be sent to the addresses on the signature page of this Agreement, and, if the notice relates to a specific SOW, to any additional addresses listed in such SOW, to the attention of the signatories, with a copy to the Legal Department of the Party. All notices under this Agreement shall be deemed given: (i) when delivered by hand; (ii) one day after being sent by commercial overnight courier with written verification of receipt; or (iii) five days after being sent by registered or certified mail, return receipt requested, postage prepaid. Either Party may from time to time change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective. Notwithstanding the foregoing, notices regarding changes in pricing, policies, or programs may be communicated by CoreLogic via e-mail.

14.3. Assignment. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement without CoreLogic's prior written consent, which shall not be unreasonably withheld. A change in control of Customer constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this Agreement by CoreLogic. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

14.4. Severability. If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

14.5. No Waiver. Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

14.6. Injunction. Customer acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or

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misappropriation of CoreLogic's intellectual property rights shall be deemed a material breach of the Agreement, for which CoreLogic may not have adequate remedy in money or damages, and CoreLogic may seek injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

14.7. Force Majeure. Neither Party shall be liable for any failure or delay in its performance under this Agreement or interruption of service, resulting directly or indirectly, from circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), act of any government, any acts of God, civil or military authority, labor disputes, shortages of suitable parts, materials or labor, or any similar cause); provided that it notifies the other Party as soon as practicable and uses commercially reasonable efforts to resume performance.

14.8. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction located in Orange County, California, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

14.9. Insurance. CoreLogic shall carry and maintain at all times during the term of this Agreement, the lines of insurance coverage with minimum policy limits as follows: (i) Workers' Compensation with limits as required by applicable statute; (ii) Employers' Liability with limits of \$1,000,000.00, per accident and in the aggregate; (iii) Commercial General Liability with limits of \$1,000,000.00, combined single limit bodily injury and property damage, per occurrence and \$2,000,000 in the aggregate; (iv) Business Automobile Liability with limits of \$1,000,000.00, combined single limit, each accident; (v) Umbrella/Excess Liability with respect to (ii), (iii) and (iv) above, with limits of \$2,000,000.00 per occurrence and in the aggregate; (vi) Professional (Errors and Omissions) Liability coverage with a minimum combined single limit of \$2,000,000; and (vii) Fidelity (Bond)/Crime insurance in the amount of \$1,000,000 for the joint protection of CoreLogic and Customer from any loss, theft or embezzlement of Customer's property or funds caused by any officers, employees or agents of CoreLogic. CoreLogic shall use an insurance provider having an A.M. Best Company rating of A- or better with financial size category of X or higher. CoreLogic shall provide Customer certificates of insurance evidencing coverage upon Customer's request. CoreLogic shall endeavor to provide Customer with 30 days prior notice of cancellation of any of the insurance required under this Section 14.9.

14.10. No Third Party Beneficiaries. CoreLogic and Customer agree that this Agreement, including each Addendum and each SOW, are for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document(s), and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

14.11. Survival. The following sections shall survive the expiration or termination of this Agreement: 2 (Ownership); 3 (Fees; Taxes); 6 (Confidentiality); 9 (Indemnification); 10.4 (Effects of Termination); 10.5 (Destruction of Materials); 11 (Disclaimer); 12 (Limitation of Liability); and 14 (General Provisions).

14.12. Construction. Section headings of this Agreement have been added solely for convenience of reference and shall have no effect upon construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" and "including" shall mean "include without limitation," "includes without limitation" and "including without limitation," it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive. All references to "days" shall mean calendar days, unless otherwise specified. The Parties acknowledge that this Agreement was prepared by both Parties jointly, and any uncertainty or ambiguity shall not be interpreted against any one Party.

14.13. Counterparts. This Agreement and each Addendum and SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all Parties have duly executed this Agreement. Any signature executed and/or transmitted by electronic means, facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this Agreement.

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**DATA AND ANALYTICS LICENSING ADDENDUM
TO
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This Data and Analytics Licensing Addendum (“D&A Addendum”) is entered into between CoreLogic Solutions, LLC, together with its subsidiaries and affiliates (collectively, “CoreLogic”) and the customer identified below in the signature block to this D&A Addendum (“Customer”) (collectively, the “Parties,” or individually, a “Party”). This D&A Addendum is subject to the Master Services Agreement and all subsequent amendments, exhibits, or attachments thereto (“Agreement”) between CoreLogic and Customer. This D&A Addendum is effective as of the date of last signature below.

1. DEFINITIONS.

As used in this D&A Addendum, and in addition to terms defined elsewhere in the Agreement, the following terms shall have the meanings set forth below:

- 1.1. “End User”** means a third party individual or entity who is authorized in the Permitted Applications of a particular SOW to use the Services or Customer’s products that incorporate or rely on the Services set forth in such SOW for its own internal purposes, and not for resale or redistribution. End Users shall only access such Services or Customer’s products on a restricted basis, as authorized in the SOW, using an assigned password or other security mechanism to prevent unauthorized access.
- 1.2. “Permitted Affiliate”** means an entity authorized in the Permitted Applications of a particular SOW to use the Services set forth in such SOW, so long as that entity is, and continues to be, controlled by, controls, or is under common control with Customer.
- 1.3. “Permitted Applications”** means the authorized use of the Services set forth in the applicable SOW.
- 1.4. “Permitted Processor”** means an entity independent of Customer that processes data on behalf of Customer and that has been authorized in the Permitted Applications of a particular SOW to provide processing services to Customer using the Services set forth in such SOW.
- 1.5. “Permitted Users”** means, collectively and as applicable, End Users, Permitted Affiliates, and Permitted Processors.
- 1.6. “Services”** means the software applications, models, analytics, data, reports, scores and images, together with any applicable documentation, and any other information or services provided by CoreLogic to Customer as specified in each SOW. The Services include any corrections, bug fixes, updates or other modifications to the Services.
- 1.7. “SOW”** means a Statement of Work executed by the Parties that specifically references, and is subject to the terms and conditions of, this D&A Addendum.

2. LICENSE.

- 2.1. License Grant.** Subject to the terms and conditions of this D&A Addendum and the Agreement, CoreLogic grants to Customer a non-exclusive, non-transferable, limited license to use the Services set forth in each SOW solely for the Permitted Applications for each of the Services. There are no implied licenses under this D&A Addendum or the Agreement. All rights not expressly granted herein are reserved.
- 2.2. License Restrictions.**
 - 2.2.1.** Customer shall not use the Services for any purposes other than the Permitted Applications in the applicable SOW. Without limiting the foregoing, and except to the extent expressly authorized in the Permitted Applications in the applicable SOW, Customer shall not: (i) disclose, disseminate, reproduce or publish any portion of the Services in any manner, except as set forth in Section 5 (Compliance with Law) of the Agreement;

(ii) sublicense, resell, relicense or redistribute the Services in whole or in part; (iii) commingle, process, modify or combine any portion of the Services with other data or software from any other source; (iv) use the Services to create, develop, enhance or structure any database, or create models, analytics, derivative products or other derivative works for resale or external distribution; (v) disassemble, decompile or reverse engineer CoreLogic's Confidential Information or any portion of the Services; (vi) allow access to the Services through any servers located outside of Customer's or any Permitted Users' operations or facilities, except that employees of Customer and any Permitted User may use the Services remotely via VPN connections in connection with the performance of their employment duties; (vii) use or store the Services outside the United States; or (viii) use the Services in any way that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

- 2.2.2.** With the exception of Permitted Affiliates, Customer shall not share the Services with any parent, subsidiary, affiliate or other related entities, including any third parties involved in any joint venture or joint marketing arrangements with Customer.
- 2.2.3.** Customer shall maintain the confidentiality of any usernames and passwords issued by CoreLogic and not permit usernames or passwords to be shared among its employees.
- 2.2.4.** Customer shall not use the Services in any way that would cause the Services to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. or similar statute, or by any other authority having jurisdiction over the Parties.
- 2.2.5.** The restrictions on Customer's use of the Services set forth in this Section 2.2 shall apply to any use of the Services by Permitted Users.

3. CUSTOMER ACKNOWLEDGMENTS.

Customer acknowledges and agrees to the following:

- 3.1. Availability of Data.** The availability of data elements in the Services varies substantially from area-to-area, and circumstances may exist or arise that prevent CoreLogic from providing such data or achieving complete representation of all data elements in the Services. Notwithstanding anything to the contrary, CoreLogic may limit or discontinue the provision of the Services for geographic locations where: (i) CoreLogic is restricted by rules, regulations, laws or governmental entities; (ii) CoreLogic has discontinued the collection of data; or (iii) CoreLogic is prohibited by third party providers. In addition, CoreLogic may discontinue, upgrade or change the production, support, delivery and maintenance of any Services if CoreLogic develops an upgraded version or otherwise no longer generally provides such Services to its customers. In the event that CoreLogic materially modifies the content or geographic coverage of the Services provided to Customer, the Parties shall renegotiate the Fees in good faith according to the prevailing pricing models.
- 3.2. Limitations of Services.**
 - 3.2.1.** The Services do not constitute an appraisal of any subject property, and do not include a physical or visual inspection of any subject property or an analysis of current market conditions by a licensed or certified appraiser. The condition of any subject property and current market conditions may greatly affect the validity of the Services. Customer shall not use the Services in lieu of a walk-through appraisal or other form of appraisal by a certified appraiser.
 - 3.2.2.** Customer shall not construe the Services as a representation by CoreLogic as to the condition of title to real property. The Services may not include all recorded conveyances, instruments or documents that impart constructive notice with respect to any chain of title described in the Services.
 - 3.2.3.** Certain Services are based upon data collected from public record sources. The accuracy of the methodology used to develop the Services, the existence of any subject property and the accuracy of any predicted value provided are estimates based on available data and are not warranted.

4. PERMITTED USERS.

Before providing any Services to a Permitted User, Customer shall require the Permitted User to agree in writing that its use of the Services will comply with Section 2.2 (License Restrictions) of this D&A Addendum, and Section 4 (Trademarks) and Section 6 (Confidentiality) of the Agreement, and the Permitted Applications contained in the applicable SOW. Such agreement also shall name CoreLogic as an express third party beneficiary to the agreement. Notwithstanding the foregoing, Customer shall remain fully responsible for any use of the Services by its Permitted Users.

5. AUDITS.

Upon 5 days' prior written notice, CoreLogic may audit Customer for purposes of ensuring Customer's compliance with the terms and conditions of this Agreement. CoreLogic may choose the auditor in its sole discretion. CoreLogic or its designee may, during the course of such examination, make copies or extracts of Customer's books and records relating to Customer's compliance with the terms of this Agreement. CoreLogic shall treat all information reviewed during an audit as confidential. Any such audit shall take place during regular business hours, shall not unreasonably disrupt Customer's operations, and shall be conducted under Customer's supervision. If the audit indicates there is a breach in Customer's compliance with this Agreement: (i) CoreLogic may immediately terminate this Agreement or any applicable SOW and pursue its legal remedies; and (ii) Customer shall pay for the cost of such audit. Additionally, in the event CoreLogic finds that Customer has underpaid the Fees due to CoreLogic, Customer shall, within 30 days of discovery of such underpayment, remit to CoreLogic the full amount of such underpayment. If Customer does not cooperate with CoreLogic's request to audit for compliance, Customer shall be deemed to be in breach of this Agreement, for which CoreLogic may immediately terminate this Agreement.

6. SURVIVAL.

The following sections shall survive the expiration or termination of this D&A Addendum: 2.2 (License Restrictions), Section 5 (Audits) and Section 6 (Survival).

IN WITNESS WHEREOF, the Parties have caused this D&A Addendum to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

City of Union City	CORELOGIC SOLUTIONS, LLC
("Customer")	("CORELOGIC")
By:	By:
<hr/>	<hr/>
Authorized Signature	Authorized Signature
Name: Joan Malloy	Name: Bryce Bucknell
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618



STATEMENT OF WORK FOR RISK ANALYSIS SERVICES

This Statement of Work ("SOW") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and City of Union City ("Customer") (collectively, the "Parties", or individually, a "Party"). This SOW is subject to the Master Services Agreement and the Data & Analytics Licensing Addendum of even date herewith, and all subsequent amendments, exhibits, or attachments between the Parties (collectively, the "Agreement"). This SOW is effective as of the date of the last signature below ("SOW Effective Date"). The Parties agree as follows:

- I. **SERVICES, DELIVERY & FEES:** CoreLogic shall provide Customer with the Services listed in the attached Exhibit detailing Services, Delivery and Fee information ("Fee Schedule") via the specified delivery method. If the Fee Schedule indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the Service.

- II. **ADDITIONAL FEE INFORMATION:**
 - A. **Monthly Minimum Fee:** Customer shall pay to CoreLogic monthly minimum fee per month as set forth in the Fee Schedule ("Monthly Minimum Fee"). The Fees accrued each month for the Services apply towards satisfying the Monthly Minimum Fee for such month. Fees accrued in excess of the Monthly Minimum Fee in a given month do not carry-over towards satisfying the Monthly Minimum Fee for any other month.

 - B. **Annual Fee Increase:** The Fees for the Services under this SOW shall increase 3% annually, rounded to the nearest \$0.01, on the first day of each SOW renewal term.

- III. **PERMITTED APPLICATIONS:** The Services shall be used solely for the applications specified below in accordance with the terms and conditions of this Agreement.
 - A. **Customer's Use:**
 1. **Internal Use:** Customer shall use the Services solely for Customer's own internal business purposes of risk management. Customer shall not resell, relicense or redistribute the Services in whole or in part.

- IV. **SOW TERM AND RENEWAL:** The term of this SOW is for 12 months, commencing on the SOW Effective Date. Thereafter, the term shall automatically renew for additional successive 12 month terms. Either Party may forego automatic renewal of this SOW by giving the other Party at least 60 days' written notice of termination prior to the expiration of the then-current term.

- V. **EXECUTION:** This SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this SOW is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW and all Parties have received a fully executed SOW. The Parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this SOW. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW.

City of Union City ("Customer")	CORELOGIC SOLUTIONS, LLC ("CORELOGIC")
By:	By:
_____ Authorized Signature	_____ Authorized Signature
Name: Joan Malloy	Name: Bryce Bucknell
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618

FEE SCHEDULE EXHIBIT

Risk Analysis
Services, Delivery & Fee Schedule

CoreLogic shall deliver the Services to Customer via any of the following delivery platforms, as applicable: (i) CoreLogic's secure, password-protected Internet site: realquest.com ("RealQuest"); or (ii) RealQuest Self-Service Batch; or (iii) Connect2Data XML as further described in the Connect2Data Requirements above ("C2D XML"); or (iii) CoreBatch; or (iv) the following Third Party Platforms: Ellie Mae's Encompass ("Encompass"); Calyx Point; CounselorDirect; Mortgage Cadence Portal ("Mortgage Cadence"); DRI Default Portal ("DRI"); Dorado's Channel Master Portal ("Dorado"); RealEC Portal ("RealEC"); and QuestSoft Compliance EAGLE®.

Monthly Minimum \$200.00 per month			
Services	Platform	Base Fees (per report / record)	Exhibits & Additional Information (as applicable)
Building Permit - Hyperlink	RealQuest	\$1.31	
Building Permit - Standalone	RealQuest	\$1.31	
Comparable Sales - Detailed	RealQuest	\$2.21	
Custom AVM Cascade	RealQuest	\$17.50	
Custom Search Standard	RealQuest	\$0.59	
Transaction Report	RealQuest	\$0.13	
Property Characteristics	RealQuest	\$0.05	
Mortgage Information	RealQuest	\$0.13	
Expanded Property Characteristics	RealQuest	\$0.05	
Specialty Fields	RealQuest	\$0.13	
Document Image	RealQuest	\$6.83	
Flood Map	RealQuest	\$0.89	
For Sale Indicator	RealQuest	\$0.32	
Foreclosure Activity/Detail	RealQuest	\$5.78	
Foreclosure Indicator	RealQuest	\$0.32	
Full Transaction History	RealQuest	\$2.31	
GeoAVM Core	RealQuest	\$16.50	
GeoAVM Core Plus	RealQuest	\$17.50	Freddie Mac Exhibits
GeoAVM Distressed	RealQuest	\$16.50	
GeoAVM Precision	RealQuest	\$16.50	
GeoAVM Precision Plus	RealQuest	\$17.50	Freddie Mac Exhibits
Home Owners Association Report	RealQuest	\$1.31	
Legal And Vesting	RealQuest	\$20.79	
Listing And Market Activity Report	RealQuest	\$11.03	
Neighborhood Information	RealQuest	\$1.10	
Parcel Map/Assessor Map	RealQuest	\$1.47	
PASS	RealQuest	\$15.00	
Principal Data	RealQuest	\$5.36	

Property Detail	RealQuest	\$1.31	
Property Listing History	RealQuest	\$6.67	
Street Map Plus	RealQuest	\$0.37	
Valuepoint4	RealQuest	\$15.00	
Voluntary and Involuntary Lien	RealQuest	\$21.95	
Voluntary Lien	RealQuest	\$11.55	

Table of Freddie Mac Exhibits

- A - Product List
- B - Marketing Guidelines and Permitted Uses
- C - Restricted Entity List
- G - End User Agreement

Exhibit A

Product List

1. Home Value Explorer[®] (HVE[®])
2. Home Value Calibrator[®] (HVCSM)

Exhibit B**Marketing Guidelines and Permitted Uses**

This Exhibit B sets forth Freddie Mac's standards for licensing and distributing the Products. This list is not exhaustive, and may be modified at any time as Freddie Mac deems necessary.

The Products were developed by Freddie Mac to support its mission in the secondary mortgage market. Promoting or licensing Products to any business not obviously in line or supporting our mission is not appropriate. As a Products distributor (as a Distributor or Reseller) or user (End User), you may market, license and provide Freddie Mac's automated valuation products only for uses that in some way help people afford and/or wisely manage their home ownership. These tools cannot be licensed to any business or entity that could or would use the Products to compromise a borrower's investment in a home.

1. Contact Information

If you have questions about how to interpret this exhibit or have marketing or promotional materials for approval, please contact your Freddie Mac relationship manager.

2. Approval Process for Marketing Materials

Distributor will deliver any proposed marketing materials and a distribution plan to your Freddie Mac relationship manager for approval prior to actual use of such materials. Resellers and End Users agree to deliver any proposed marketing materials and a distribution plan to Distributor, who in turn, will deliver them to Freddie Mac. Freddie Mac will return feedback to Distributor. Freddie Mac may approve, reject or require revisions to the marketing materials and/or distribution plan.

If the materials require revision, Distributor will resubmit the materials as revised to Freddie Mac for approval. Upon final approval, Distributor will provide Freddie Mac with the final marketing materials.

Freddie Mac will attempt to review marketing materials and respond as quickly as possible. Distributor should allow at least ten (10) business days for review. No final marketing materials should be prepared or distributed prior to final approval by Freddie Mac. Upon receipt of approval, Distributor will release the approved material within five (5) business days. Any subsequent release will require another approval from Freddie Mac. Freddie Mac reserves the right to withdraw its approval at any time.

3. Relationship References

When referencing the nature of your relationship with Freddie Mac, the correct term is "Distributor", "Reseller" or "End User", as appropriate. Phrases stating or implying more than that (e.g., "in partnership with Freddie Mac") are not permissible.

4. Product Descriptions

Home Value Explorer® (HVE®) – Freddie Mac's Home Value Explorer is an automated valuation model (AVM) that electronically generates estimates of residential property values.

Home Value Calibrator® (HVCSM or CalibratorSM) – Freddie Mac's Home Value Calibrator is a quality control tool that analyzes the relationship between key loan information, borrower information and collateral valuation data. It then generates a statistically derived score, predicting the likelihood that a property valuation is inflated.

5. Copy Standards; Logos; User Interface

Any copy materials referencing or promoting Home Value Explorer or Home Value Calibrator must clearly establish them as a Freddie Mac product or service, and such materials must use appropriate branding and service marks.

The first product reference must be “Freddie Mac’s Home Value Explorer®” or “Freddie Mac’s Home Value Calibrator®,” as appropriate. Subsequent references may use the same longer name, or in the case of the Home Value Explorer, only “HVE®”, or in the case of Home Value Calibrator, only “HVCSM” or “CalibratorSM”. The SM and ® symbols must appear the first time the respective product names are used in a document.

Freddie Mac reserves the right to prescribe the format and layout of the user interface to Freddie Mac’s Home Value Explorer and Freddie Mac’s Home Value Calibrator.

6. Product Disclosure and Brand Integrity

The Products and Model Results must be clearly identified as a Freddie Mac home valuation product. The Products and Model Results may not be repackaged, merged with, or offered for sale, as products or model results not derived from Freddie Mac without Freddie Mac’s prior written consent. Likewise, non-Freddie Mac products or model results may not be repackaged, merged with or offered for sale as Freddie Mac Products or Model Results.

Each report containing a Model Result provided to an End User must contain the following legend on the front cover or face of such report:

Home Value Explorer:

VALUES ARE PROVIDED “AS IS” AND ALL USES ARE AT THE USER’S SOLE RISK. ALL WARRANTIES CONCERNING THE VALUES AND ALL UNDERLYING DATA AND PROCESSES BOTH EXPRESSED AND IMPLIED ARE EXPRESSLY EXCLUDED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. The value was generated by Freddie Mac’s proprietary automated property valuation product, Home Value Explorer® (HVE). HVE® values are estimated market values calculated using various models and techniques proprietary to Freddie Mac. An HVE value is not an appraisal and was not prepared by a certified or licensed appraiser. A lender may have used a different property value to make a credit decision. Values may not be used to reverse engineer or attempt to reverse engineer the models used to generate the Values or to create any database or product. If you have questions regarding Freddie Mac’s HVE information, please see Freddie Mac’s website at <http://www.freddiemac.com/hve>.

Home Value Explorer® is a registered trademark of Freddie Mac. All rights reserved.

Home Value Calibrator:

THE HOME VALUE CALIBRATOR® SCORE IS PROVIDED “AS IS” AND ALL USES ARE AT THE USER’S SOLE RISK. ALL WARRANTIES CONCERNING THE SCORE AND ALL UNDERLYING DATA AND PROCESSES BOTH EXPRESSED AND IMPLIED ARE EXPRESSLY EXCLUDED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. Home Value Calibrator® is a quality control tool that analyzes the relationship between key loan information, borrower information and collateral valuation data to produce a statistically derived score. This score is calculated using various models and techniques proprietary to Freddie Mac and does not constitute a property appraisal or credit report. The score is dependent on the correctness of any data supplied by the user. The score may not be used to reverse engineer or attempt to reverse engineer the models used to generate the score or to create any database or product.

Home Value Calibrator® is a registered trademark of Freddie Mac. All rights reserved.

7. Market Sectors

Appropriate market sectors may include lending institutions and their brokers, appraisal or assessment firms, firms associated with buying, selling or managing real estate, construction and remodeling companies, and insurance companies. Marketing to sectors other than those stated above require the express written consent of Freddie Mac. In addition, Freddie Mac may update the list of Restricted Entities set forth in Exhibit C at any time in its discretion.

8. Home Value Explorer**a. Authorized Disclosure:**

Distributor, its Resellers and End Users may only disclose a Model Result generated by or provided in connection with the Products as follows:

- to a borrower or loan applicant involved in the transaction for which the Model Result was prepared;
- to a potential purchaser of the loan for which the Model Result in question was originally acquired;
- to a mortgage insurer for purposes of obtaining mortgage insurance on the loan for which the Model Result was acquired;
- to a rating agency or other third party having a need to review such Model Result in connection with a rating or purchase decision with respect to the loan or pool of loans for which the specific Model Result was prepared; or
- to the extent necessary to allow an accountant or professional auditor or representative of a regulatory agency performing an audit of Distributor, Reseller or End User to perform such audit.

This list is not intended to provide a Distributor, Reseller or End User with rights that it does not already have. Accordingly, additional restrictions may apply depending on the terms of the Distributor's, Reseller's or End User's agreement. In addition, disclosure of model results to a borrower or loan applicant must include the following disclaimer:

“DISCLAIMER:

The value was generated by Freddie Mac's proprietary automated property valuation product, Home Value Explorer® (HVE). HVE® values are estimated market values calculated using various models and techniques proprietary to Freddie Mac. An HVE value is not an appraisal and was not prepared by a certified or licensed appraiser. A lender may have used a different property value to make a credit decision. If you have questions regarding Freddie Mac's HVE information, please see Freddie Mac's website at <http://www.freddiemac.com/hve>.

Home Value Explorer® is a registered trademark of Freddie Mac. All rights reserved.”

b. Permitted Uses:

- Activities associated with the granting of loans backed by the value of the collateral, such as first or second lien mortgages, home equity loans and home equity lines of credit. The Product can be used to support typical lending functions, such as underwriting, quality control, and portfolio analysis. The Product can be also used to identify potential home mortgage customers, including but not limited to generating marketing or mailing lists for solicitation purposes.
- Activities associated with the purchase, sale or construction of homes.
- As part of the process of evaluating home insurance needs if End User is a hazard insurance provider.

c. Prohibited Uses:

Any use other than a “permitted use” is a “prohibited use” unless Freddie Mac consents to the use in writing. The following are just two examples of prohibited uses.

- Any application that could be construed as “predatory lending” such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA).
- Uses associated with identifying potential customers unrelated to home mortgages, including but not limited to generating marketing or mailing lists for solicitation purposes.

9. Home Value Calibrator**a. Permitted Uses:**

Home Value Calibrator may be used for both pre- and post-funding quality control and to identify potential home mortgage customers, including but not limited to generating marketing or mailing lists for solicitation purposes.

b. Prohibited Uses:

Any use other than a “permitted use” is a “prohibited use” unless Freddie Mac consents to the use in writing. The following are just two examples of prohibited uses:

- Any application that could be construed as “predatory lending” such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA).
- Uses associated with identifying potential customers unrelated to home mortgages, including but not limited to generating marketing or mailing lists for solicitation purposes.

This list is not intended to provide a Distributor, Reseller or End User with rights that it does not already have. Accordingly, additional restrictions may apply depending on the terms of the Distributor’s, Reseller’s or End User’s agreement.

Exhibit C

Restricted Entity List

The following list identifies and defines a “Restricted Entity:”

1. Fannie Mae
2. Any agency, instrumentality or entity formed or controlled by a state, city or local government
3. Any agency or instrumentality of the United States Government

Exhibit G**End User Agreement**

THIS END USER AGREEMENT ("Agreement") made _____ (the "Effective Date") by and between CoreLogic Solutions, LLC, a California limited liability company, with its principal place of business located at 40 Pacifica, Suite 900, Irvine, CA 92618 ("Service Provider") and City of Union City, a CA Other, with its principal place of business located at _____ ("End User").

RECITALS

WHEREAS, Service Provider has licensed certain automated valuation products (the "Products") developed and owned by the Federal Home Loan Mortgage Corporation ("Freddie Mac") the terms of which sublicense impose obligations upon the Service Provider; and

WHEREAS, End User desires to sublicense the Products identified in End User Exhibit A, the Product List, to obtain certain information generated by the Products in response to a Query ("Model Result"). References to the term "Products" includes the term "Model Result."

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** The following definitions will apply to this Agreement.
 - a. "Bona Fide Test" means a commercially reasonable test conducted on behalf of or by an End User for the sole purpose of evaluating the Products.
 - b. "Confidential Information" refers collectively to Freddie Mac Information and End User Information.
 - c. "End User Information" means Property Street Address, City, State and ZIP Code, and non-Freddie Mac Loan Number that End User provides to Freddie Mac or to the Service Provider solely in connection with its use of the Products.
 - d. "Freddie Mac Information" means all information previously provided, or that in the future is provided, to End User by Freddie Mac or by the Service Provider in connection with use of the Products under this Agreement, whether delivered orally or in writing and whether or not it is specifically marked or designated confidential. Freddie Mac Information also includes all materials that End User prepares based on Freddie Mac Information, including, without limitation, notes, reports or test data End User develops in connection with the use of the Products, or discussions with Freddie Mac employees. Without limiting the foregoing in any way, the following information constitutes Freddie Mac Information: all Freddie Mac analytic models and algorithms and any non-public information relating to Freddie Mac's Products.
 - e. "Proprietor" means the party that discloses Confidential Information to the other party.
 - f. "Recipient" means the party that receives Confidential Information from the other party.
2. **Term.**
 - a. **Limit on Term.** The term of this Agreement may not exceed the term of Freddie Mac's agreement to license any Products.
 - b. **Termination for Convenience.** In the event Freddie Mac terminates its agreement to license any Products, Service Provider will terminate this Agreement effective thirty (30) days from the date Service Provider receives written notice of such termination.

3. Grant of Sublicense. Service Provider grants to End User a limited, non-exclusive, non-transferable sublicense to use the Products for End User's internal business purposes only. End User agrees it will not sublicense the Products or transfer or disclose the Products except as provided in this Agreement.
4. Third Party Beneficiary. Freddie Mac, as owner of the Products, is a third party beneficiary to this Agreement and has an independent right of action to enforce the provisions of this Agreement.
5. Disclaimer.
 - a. THE PRODUCTS ARE PROVIDED TO END USER "AS IS" AND "AS AVAILABLE," AND ALL USES OF THE PRODUCTS ARE AT END USER'S SOLE RISK. FREDDIE MAC DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF THE PRODUCTS' OUTPUT OR FREDDIE MAC INFORMATION. ALL WARRANTIES CONCERNING THE PRODUCTS AND THE UNDERLYING DATA AND PROCESSES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
 - b. IN NO EVENT WILL FREDDIE MAC, OR ANY ENTITY FREDDIE MAC USES TO PROVIDE ACCESS TO THE PRODUCTS OR DATA SERVICES RELATED THERETO ("ACCESS PROVIDER"), BE LIABLE TO END USER OR ANY OTHER INDIVIDUAL OR ENTITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT, THE TERMINATION OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF FREDDIE MAC'S OBLIGATIONS HEREUNDER, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FREDDIE MAC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
 - c. IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO END USER OR ANY OTHER THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AND LOST PROFITS, ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT.
 - d. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF FREDDIE MAC, ITS ACCESS PROVIDER OR THE SERVICE PROVIDER ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED TEN THOUSAND DOLLARS (\$10,000). FOR PURPOSES OF THIS SECTION 5, THE TERM AGGREGATE LIABILITY WILL INCLUDE, WITHOUT LIMITATION, ATTORNEYS FEES.
6. Uses, Disclosure and Copying of Confidential Information.
 - a. End User will treat all Freddie Mac Information as strictly confidential. Without limiting the foregoing:
 - i. End User will not use Freddie Mac Information except to the extent necessary to use the Products under this Agreement.
 - ii. End User will keep the results of the Products, including any notes, files or reports it creates during its use of the Products, confidential unless otherwise provided in this Agreement or Freddie Mac agrees otherwise in writing.
 - iii. End User will not disclose Freddie Mac Information, except to its employees who need to know such Freddie Mac Information to use the Products and who are legally obligated to maintain the confidentiality of Freddie Mac Information and to use Freddie Mac Information only as permitted by this Agreement.
 - b. Freddie Mac and Service Provider will treat all End User Information as strictly confidential. Without limiting the foregoing:
 - i. Neither Freddie Mac nor Service Provider will use End User Information except in connection with performance of services related to the Products.

- ii. Neither Freddie Mac nor Service Provider will disclose End User Information, except: (A) to their respective employees who need to know such End User Information in connection with performance of services related to HVC and who are legally obligated to maintain the confidentiality of End User Information and to use End User Information only as permitted by this Agreement; and (B) to third parties assisting Freddie Mac or Service Provider in connection with performance of services related to HVC who have agreed to keep End User Information confidential and to use End User Information only as permitted by this Agreement (which agreement may be in an agreement that does not specifically mention End User Information as long as End User Information is covered by the agreement).
- c. Each party as a Recipient will exercise at least the same degree of care to preserve the confidentiality of Proprietor's Confidential Information that Recipient exercises to protect its own Confidential Information of a similar level of sensitivity, but in no event less than a reasonable standard of care. The parties further agree in their use of the other parties' Confidential Information to comply with applicable privacy provisions of the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as it may be amended from time to time (the "GLB Act"), and the applicable regulations promulgated thereunder, as such regulations are amended from time to time.
- d. In the event Recipient anticipates that it may be required for any reason to release or disclose Confidential Information outside its organization, except as otherwise permitted by this Section 6 or when disclosed in accordance with Section 7, Recipient will promptly notify Proprietor and will make reasonable efforts to provide Proprietor with a meaningful opportunity to seek a protective order or otherwise respond in such manner as Proprietor deems appropriate.
- e. Nothing in this Confidentiality Agreement will grant to Recipient any rights in Proprietor's Confidential Information, including, but not limited to, any patent, copyright, trade secret and other intellectual property rights related thereto.

7. Exclusions.

- a. Neither party's obligations under Section 6 extend to Confidential Information to the extent such information:
 - i. Is publicly known at the time in question without a breach of this Agreement provided that End User's obligations will apply with respect to any data provided by Freddie Mac, notwithstanding the fact that the data may include or consist of information that may otherwise be publicly available;
 - ii. Is provided to Recipient on a non-confidential basis by a third party that is not itself under any confidentiality obligation with respect to the information; or
 - iii. Is independently developed by Recipient without use of or reference to Proprietor's Confidential Information

However, notwithstanding the fact that a portion of Confidential Information is or becomes non-confidential, Recipient's obligations under this Agreement will continue to apply to all other Confidential Information.

- b. This Agreement will not prevent Recipient from disclosing Confidential Information to the extent required by a government agency or court of competent jurisdiction, provided that Recipient complies with the requirements of Section 6(d) or Section 7, whichever applies.
- c. End User acknowledges that, notwithstanding any other provision of this Agreement, Freddie Mac may disclose End User Information to Freddie Mac's conservator, Freddie Mac's auditors and governmental entities with regulatory or oversight authority over Freddie Mac without restriction and without prior notice to End User.

8. Market Sectors and Permitted Uses; Restrictions on Use.

- a. End User only may disclose or use the data generated by or provided in connection with the Products in accordance with the following permitted and prohibited uses.

Home Value Explorer®

Permitted Uses:

- Activities associated with the marketing and granting of loans backed by the value of the collateral, such as first or second lien mortgages, home equity loans and home equity lines of credit;
- To support typical lending functions, such as underwriting, quality control, and portfolio analysis;
- Activities associated with the purchase, sale or construction of homes; and
- As part of the process of evaluating home insurance needs if End User is a hazard insurance provider.

Prohibited Uses:

Any use other than a "permitted use" is a "prohibited use" unless Freddie Mac consents to the use in writing. The following are two examples of prohibited uses.

- Any application that could be construed as "predatory lending" such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA); and
- Uses associated with identifying potential customers unrelated to home mortgages, including but not limited to generating marketing or mailing lists for solicitation purposes.

Home ValueCalibrator®

Permitted Use:

- Home Value Calibrator may be used for pre funding and post funding quality control and to identify potential home mortgage customers, including but not limited to generating marketing or mailing lists for solicitation purposes.

Prohibited Use:

Any use other than a permitted use is prohibited unless Freddie Mac consents to the use in writing. The following are two examples of prohibited uses.

- Any application that could be construed as "predatory lending" such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA).
- Uses associated with identifying potential customers unrelated to home mortgages, including but not limited to generating marketing or mailing lists for solicitation purposes.

- b. The Products and Model Results must be clearly identified as a Freddie Mac Products and cannot be presented as any other brand or merged with a model result from any non-Freddie Mac product
- c. The following additional storage and disclosure restrictions apply:
- i. End User may not store values derived from the Products in a database or other electronic format for the purpose of facilitating retrieval of values in aggregate form or calculating new automated property valuation estimates.
 - ii. End User may not make the Products available or disclose the Products to a Restricted Entity (as defined in Exhibit C) except that the Model Result may be disclosed to Fannie Mae or a Federal Home Loan Bank in connection with the sale

of a loan backed by the value of the collateral or to support a typical lending functions, such as underwriting, quality control, and portfolio analysis.

- d. If End User uses the Products as permitted in this Agreement, and such use results in a loan or mortgage insurance related decision that has a direct financial impact on the borrower, the HVE® data in question may be disclosed to the borrower. In addition, End User may disclose HVE® data developed in connection with a credit decision to the loan applicant(s). When disclosing HVE® data to a borrower or loan applicant, End User must include the following disclaimer:

“DISCLAIMER:

The value was generated by Freddie Mac’s proprietary automated property valuation product, Home Value Explorer® (HVE). HVE® values are estimated market values calculated using various models and techniques proprietary to Freddie Mac. An HVE value is not an appraisal and was not prepared by a certified or licensed appraiser. A lender may have used a different property value to make a credit decision. If you have questions regarding Freddie Mac's HVE information, please see Freddie Mac’s website at <http://www.freddiemac.com/hve>.

Home Value Explorer® is a registered trademark of Freddie Mac. All rights reserved.”

9. Bona Fide Test.

- a. Any testing or use of the Products that could be construed as “predatory lending” such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA) is strictly prohibited. End User hereby represents that it will test the Products solely for uses that in some way help people afford and/or wisely manage their home ownership. The Products were developed by Freddie Mac to support its mission in the secondary mortgage market. Use of the Products by any business not obviously in line with and supporting our mission is not permissible; therefore, End User hereby represents that it will not use the Products to compromise a borrower’s investment in a home.
- b. Subject to Section 9(a), Service Provider hereby grants End User a limited right to use the Products for the sole purpose of Bona Fide Testing.
 - i. Bona Fide Tests must contain a minimum of 1,000 and a maximum of 50,000 address records unless Freddie Mac has given its prior written consent. Any tests consented to by Freddie Mac that contain more than 50,000 address records will be subject to a fee established by Freddie Mac from time to time for each additional record.
 - ii. Bona Fide Tests will be limited to a maximum of two (2) requests per End User in a twelve (12) month period unless Freddie Mac has given its prior written consent. Additional requests agreed upon by Freddie Mac will be subject to a fee established by Freddie Mac from time to time.
 - iii. Bona Fide Test results may not be merged or commingled with results from third party applications.
 - iv. Freddie Mac will return all Bona Fide Test results directly to End User.
 - v. Bona Fide Test requests are typically processed within three (3) to five (5) business days.
 - vi. All summaries of Bona Fide Test results performed by or on behalf of End User, including benchmarks and cascades, must be forwarded to the appropriate Freddie Mac relationship manager. All third party test results must be unidentifiable.
 - vii. Upon the earlier of (A) two (2) years of receipt of the Bona Fide Test results, or (B) written demand by Freddie Mac, End User will destroy all Bona Fide Test results and all copies thereof and, within five (5) business days certify the destruction of Bona Fide Test results in writing to Freddie Mac.

10. Use of Testing Subcontractor. Notwithstanding anything in this Agreement to the contrary, End User may subcontract its obligations under this Agreement to a subcontractor approved by Freddie Mac in writing ("Testing Subcontractor") to perform Bona Fide Tests on behalf of End User, provided that:
- a. Freddie Mac may approve or disapprove of a proposed Testing Subcontractor in its sole discretion and may revoke approval of a Testing Subcontractor in its sole discretion;
 - b. End User will remain responsible for all obligations and services performed by Testing Subcontractor to the same extent as if End User's employees had performed such obligations and services;
 - c. End User will serve as Testing Subcontractor's sole point of contact for Bona Fide Tests unless End User requests (via the Freddie Mac relationship manager) and Freddie Mac will send test results directly to the Testing Subcontractor with whom End User has contracted to perform the Bona Fide Tests; and
 - d. End User will not disclose Freddie Mac Information to Testing Subcontractor unless and until Testing Subcontractor has agreed in writing to protect the confidentiality of the Freddie Mac Information in a manner equivalent to that required of End User under this Agreement.
11. Compliance with Legal Requirements. End User may disclose the Products to the extent, and only to the extent, necessary to comply with orders or subpoenas issued by a court of competent jurisdiction or with regulatory examiners with jurisdiction over End User, or to the extent otherwise required by applicable law (the "Legal Requirements") provided that prior to any particular such disclosure:
- a. End User provides to the Service Provider and to Freddie Mac reasonable notice of the Legal Requirement and takes such actions as may be necessary or reasonably requested by the Service Provider, and/or Freddie Mac to provide the Service Provider and Freddie Mac with a reasonable opportunity to seek either a protective order or otherwise to minimize the required disclosure; and
 - b. End User notifies all auditors and regulators and any other recipients of the Products in writing that the Products may not be copied or used for any purpose other than review or examination of End User except to the extent ordered by a court of competent jurisdiction, and, further, that the Products are proprietary to Freddie Mac and their use strictly limited under this End User Agreement.
12. Audit. Upon request, End User will allow Service Provider, Freddie Mac or any regulatory agency with jurisdiction over Service Provider or its customers to review or audit End User's records, files, processes and controls related to this Agreement and will promptly respond to requests of Service Provider, Freddie Mac or a regulatory agency for information, legal and accounting opinions and other documentation related to this Agreement. End User will make its personnel and facilities available and otherwise cooperate reasonably in connection with any such review or audit and will promptly consider any reasonable process improvement suggested in such audit. Upon request, End User will provide financial statements on a yearly basis to Service Provider, who may disclose them to Freddie Mac upon request
13. Price and Payment.
- a. The transaction fees for the Products will be set out in the pricing schedule with the Service Provider. The Service Provider may change the pricing schedule on thirty (30) days' notice to End User.
 - b. End User will pay the Service Provider transaction fees for the model results obtained during the prior month within thirty (30) days after receipt of the Service Provider's invoice.

14. Intellectual Property Rights.

- a. The Products are the sole and exclusive property of Freddie Mac. Freddie Mac reserves all rights in the Products. The Products are not being sold under this Agreement and End User will have no title or ownership interest in the Products or in any copies.
- b. End User may not reverse engineer, modify, summarize, add to or delete information from the Products or create derivative products from the Products. Nothing in this Agreement will be deemed to transfer to End User any rights in any Freddie Mac trademark, patent, copyright or other intellectual property.
- c. In the event Freddie Mac or Service Provider receives notice of any claim that any of the Products violate or infringe on any patent, trade secret, copyright or other proprietary right of any third party, Freddie Mac may elect to suspend or terminate this Agreement, which action will in no event be deemed to give rise to any claim against Freddie Mac or Service Provider.

15. Governing Law. This Agreement will be construed, and the rights and obligations of the parties hereunder determined, exclusively in accordance with the substantive law of the Commonwealth of Virginia, excluding provisions of Virginia law concerning choice-of-law that would result in the law of any state other than Virginia being applied. However, the Uniform Computer Information Transactions Act (or any substantially similar law enacted by Virginia) will not apply to this Agreement or the performance of it, and instead the law of Virginia as it exists without reference to the Uniform Computer Information Transactions Act will apply. Each party hereby submits to the personal jurisdiction of said Court and consents to the dismissal of any action related to this Confidentiality Agreement that is brought in any other forum.

16. Compliance.

- a. Freddie Mac has the right to confirm that certain marketing guidelines are followed. End User will comply with the Market Sectors and Permitted Uses set out in Exhibit B and if requested by Freddie Mac will certify its compliance.
- b. The Service Provider may temporarily cease making the Products available to End User pending inquiry into any evidence of or allegations that End User has breached this Agreement. In the event the inquiry reveals that a breach is likely to have occurred, the Service Provider will, in addition to all other rights available under applicable law, have the right, at its sole option, to immediately terminate this Agreement and all duties and obligations of the Service Provider hereunder.

17. Notices. All notices required or permitted hereunder will be in writing and will be deemed to have been properly given: (i) upon delivery if delivered personally or by a courier or overnight delivery service; or (ii) five (5) business days after mailing by certified mail, postage prepaid, return receipt requested, to the parties at the following addresses (or to such other address of which either party may notify the other in a notice that complies with the provisions of this section):

If to Service Provider:

CoreLogic Solutions, LLC
40 Pacifica, Suite 900
Irvine, CA 92618
Attn: Office of General Counsel

If to End User:

City of Union City

Attn:

If to Freddie Mac:

Freddie Mac
1551 Park Run Drive
Mail Stop D2G
McLean, VA 22102

Freddie Mac
8200 Jones Branch Drive
Mail Stop 204
McLean, VA 22102

Attn: Freddie Mac Relationship Manager

Attn: Managing Associate General Counsel,
General Corporate Unit

18. No Agency. The Service Provider is not an agent of Freddie Mac and Freddie Mac is not responsible for any acts or omissions of the Service Provider.
19. No Assignment. End User may not assign this Agreement without the prior written consent of the Service Provider. This Agreement and each of the provisions relating to confidentiality in Section 6, Section 7 and Section 11 will, however, be binding upon and inure to the benefit of the parties and their successors and assigns and will be binding upon each party's agents, consultants, subcontractors, directors, officers, partners, principals and employees.
20. Remedies. Any breach of those provisions of this Agreement relating to confidentiality in Section 6, Section 7 and Section 11 may cause substantial and irreparable harm to Proprietor for which an award of monetary damages would be an inadequate remedy. Accordingly, in the event of any such breach or threatened breach, Proprietor may seek injunctive relief in addition to all other rights and remedies available at law and in equity.
21. Survival. The following provisions of this Agreement will survive the expiration or termination of this Agreement with the Service Provider: Section 3 (second sentence only), Sections 4, 5, 6, 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21 (second sentence only) 22, 24, and 25.
22. End User Warranty. End User represents and warrants that it has not developed and is not in the process of developing an automated collateral valuation tool for commercial use. End User also represents and warrants that it will use the Products only for the permitted purposes identified in this Agreement and in the attached Marketing Guidelines and Permitted Uses.
23. Waivers. No modification or waiver of any provision of this Agreement will be valid unless such modification or waiver is in writing and signed by the party against whom it is sought to be enforced. No waiver at any time of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement at that time or at any other time.

- IN WITNESS WHEREOF, each party has executed this Agreement effective as of the date first above written.

Attached Exhibits

Exhibit A - Product List

Exhibit C - Restricted Entity List