

IMPORTANT: Read the notices and restrictions below:

Grant of Limited License from SIC to Non-Affiliated User

As a non-affiliated user of certain data and analytics products that FNC, Inc. ("FNC") has provided to Secured Investment Corp. ("SIC"), you, the "User", agree to the following terms and conditions as SIC has agreed, as if you were specifically named in these terms and conditions:

FNC and SIC grant to User a non-exclusive, non-transferable, limited term license to have access to and possession of portions of FNC's data and analytics products and services (or, where and to the extent appropriate, of the respective suppliers of data) through one or more authorized and approved means, such as through the Internet, through electronic mail and through the use of any retrieval software (together, the "Information"). This Information may be in the form of data, in the form of an analysis of data, or both. The Information (and any software, device, interface or other means by which access is given to the Information or is convenient to your use) is solely for the internal use of User and no other party. It may not be transferred, assigned, stored, reverse engineered, revealed, given, loaned, rented or sold. User shall not decompile, disassemble, decrypt or otherwise reverse engineer (or allow others to decompile, disassemble, decrypt or otherwise reverse engineer) the Information or any software, device or interface or any part thereof (except that non-affiliated user may maintain for a limited time magnetic or electronic copies of the Information and any installed software in authorized and approved use). User shall not use the Information or software, device or interface or any part thereof in any manner other than as specifically permitted in this Section. In addition, User shall not utilize the Information or software, device or interface or any part thereof to provide any time-sharing, service bureau or similar services to any person or entity. User may retain a copy of any Information delivered to it for its own internal records and use. In addition, in limited circumstances and where the revelation and reporting of the Information is appropriate, customary and reasonable within the profession, User may incorporate limited amounts of the Information in reports or other work product prepared by non-affiliated user for the benefit of third parties in the ordinary course of professional activity. In any such case, where possible, FNC shall be identified as the source of the Information. In all cases, ownership of the Information, software, documentation and any and all other aspects of the products and services shall remain with FNC.

Limitation of Warranty on Products, Services and Information Delivered:

In providing the requested Data and Analytic Products and Services to the USER, FNC is acting only to execute requests that User may have for Information and for other products and services. Neither FNC nor the supplier of the Information is obligated to nor do they attempt to independently verify the appropriateness, completeness, accuracy or authenticity of any information that may be transmitted to User through the requested Information, and that the information reported to and by FNC may be subject to computational, transcription and transmission errors. FNC and the supplier of the information do not accept any responsibility for any action taken or conclusion reached, including but not limited to any action taken or conclusion reached regarding any identified parcel of property or any transaction that may arise from the use of the requested Information and every user or intended user is solely responsible for the accuracy or appropriateness of any conclusion obtained, and for any action that may be taken as a result. Except as specifically provided herein, FNC and the supplier of the Information disclaim all express or implied warranties, including the implied warranties of merchantability, title, and fitness for a particular purpose. Without limiting the foregoing, User specifically acknowledges that (i) the Information, while believed reliable, cannot be guaranteed as accurate, and User is obliged to secure such confirmation of such information as commercially reasonable, professional practice dictates; (ii) User shall be responsible for assuring that the Information and any software associated with the obtaining of that Information is appropriate to achieve User's intended results and responsible for the use of the Information and software and all results obtained therefrom; and (iii) FNC and the supplier of the Information specifically disclaim any warranty that the information or the requested Data and Analytic Products and Services will be error free or operate without interruption.

Non-affiliated user Account and Identification of Users:

As part of the delivery of the products and services contemplated hereunder, SIC will create a User account. This account will detail all of User's activities, including those for billing purposes, and identify all User's authorized users. 1. User will be responsible for identifying its authorized users. User will be given access to the services through the issuance of user names and passwords (or similar means of access), associated with User. 2. User is responsible for maintaining the confidentiality of all of the information regarding its account, including, for example, non-affiliated user account numbers, user names, passwords and access tokens, as well as those of any other person or user associated by or with User (or under its ostensible authority). User shall promptly notify SIC with regard to any known or suspected unauthorized uses or users of any non-affiliated user account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of non-affiliated usernames, passwords or access tokens. 3. User understands that it is responsible for any charges, liabilities or claims arising from the use of the User accounts, user names, passwords or access tokens, or those other user names, passwords or access tokens authorized by or associated with non-affiliated user. SIC will treat all uses of such as authorized until SIC receives written notification from User (by mail or e-mail-to the e-mail address designated in this agreement for that purpose) that unauthorized activity is occurring on non-affiliated user's account. Such notification shall be effective when received by SIC, if on a normal business day, otherwise effective on the first business day that occurs thereafter.

Disclaimer: THE USER EXPRESSLY AGREES THAT THE USE OF THE INFORMATION IS AT THE USER'S SOLE RISK. THE INFORMATION IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION, AND THEN ONLY TO THE EXTENT OF THAT EXCLUSION. FNC AND SIC DO NOT ENDORSE, WARRANT OR GUARANTEE THE COMPLETENESS, ACCURACY OR AUTHENTICITY OF THE INFORMATION PROVIDED BY ITS SUPPLIERS AND BY PUBLIC RECORDS AND OTHER SOURCES OF INFORMATION. THE INFORMATION IS NOT INDEPENDENTLY VERIFIED AND THE INFORMATION REPORTED MAY BE SUBJECT TO TRANSCRIPTION AND TRANSMISSION ERRORS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, FNC AND SIC DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, YOU, THE USER, SPECIFICALLY ACKNOWLEDGE THAT (i) THE INFORMATION, WHILE BELIEVED RELIABLE, CANNOT BE GUARANTEED AS ACCURATE, AND YOU ARE OBLIGED TO SECURE SUCH CONFIRMATION OF SUCH INFORMATION AS GOOD PROFESSIONAL PRACTICE DICTATES; (ii) you shall be responsible for assuring that the information is appropriate to achieve your intended results and responsible for the use of the information and all results obtained therefrom; (iii) FNC AND SIC SPECIFICALLY DISCLAIM ANY WARRANTY THAT THE INFORMATION WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION; AND (iv) FNC AND SIC do not accept any responsibility for any conclusion reached (including but not limited to any conclusion regarding any identified parcel of residential property) that may arise from the use of the information and YOU ARE solely responsible for the accuracy or appropriateness of any conclusion obtained, and for any action that may be taken as a result.

Covenant Not to Initiate Action:

User agrees not to initiate any lawsuit, arbitration, mediation or any sort of action or proceeding whatsoever against FNC or SIC for the following: (i) any use or misuses of the Information by User; (ii) the accuracy, authenticity or completeness of the Information; or (iii) any other matter as it relates to the Information.

Indemnification:

User shall indemnify SIC and its officers, directors, agents and employees, defend and hold them harmless from and with respect to any liability, direct damages, losses, or claims by a third party customer of yours which may arise out of: (1) User's use of the Information; (2) the accuracy, authenticity or completeness of the Information; or (3) any aspect of the operation of your business in relationship with or in connection with User use of the Information, whether any such liability, damages, loss, or claim arises from any act or omission of SIC (except its sole gross negligence or sole willful misconduct) or act or omission of any supplier of data to SIC (except their sole gross negligence or sole willful misconduct).

Governing Law, Jurisdiction:

User specifically acknowledges and agrees that this agreement and its interpretation and enforcement are governed by the laws of the state of Idaho. Furthermore, User irrevocably (i) submits to the jurisdiction of any court of the state of Idaho located in Kootenai County for the purpose of any suit, action or other proceeding arising out of this Agreement or any of the agreements or transactions contemplated hereby (each, a "Proceeding"), (ii) agrees that all claims in respect of any Proceeding may be heard and determined in any such court, (iii) waives, to the fullest extent permitted by law, any immunity from jurisdiction of any such court or from any legal process therein, (iv) agrees not to commence any Proceeding other than in such courts and (v) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum.