



MISMO[®] Premiere Level Compliance Certification Application Agreement

Version 6.0, January 2014

This MISMO Premiere Level Compliance Certification Application Agreement (“Agreement”) is made and entered into by and between the Mortgage Industry Standards Maintenance Organization, Inc. (“MISMO”), a Delaware corporation with its principal place of business at 1919 M Street NW, 5th floor, Washington, DC 20036, and the undersigned party who is applying to obtain one or more MISMO Premiere Level Compliance Certification(s) (“Applicant”).

By signing below, the individual doing so acknowledges and agrees that he or she has fully read and agrees, on behalf of Applicant, that Applicant intends to and will be bound by the provisions of this Agreement.

Whereas, MISMO has created the MISMO Software Compliance Certification Program in order to allow for the certification of software vendors who have adopted MISMO-related development processes and whose products and components are compliant with applicable MISMO Standards, all in accordance with the MISMO Compliance Certification Program Overview (“Program Documentation”); and

Whereas, Applicant wishes to submit one or more products or components for a Premiere Level Compliance Certification Assessment in accordance with the terms of this Agreement.

Now, therefore, in consideration of the mutual rights and obligations of the parties set forth herein, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions:

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

- a. Application. The process of submitting, through the process specified by MISMO, information pertaining to Applicant and the products or components that Applicant seeks to submit to MISMO for certification, including but not limited to information thoroughly defining the product or component to be assessed, the product or

component name, version, any extensions, and any MISMO configuration settings, as well as payment information.

- b. Authorized Assessor. A company authorized by MISMO to conduct Premiere Level compliance assessments of products for which certification is being requested.
- c. Certified Product. A software product or component that has been reviewed by an Authorized Assessor and MISMO and found to comply with the applicable MISMO Standards and for which the Applicant has been notified in writing by MISMO that it may represent, pursuant to the terms of the MISMO Compliance Certification Mark License Agreement, that such product or component has been certified as compliant by MISMO.
- d. Certification Period. The period of time specified by MISMO in its sole discretion that the certification of a particular unmodified Certified Product will remain in effect before re-certification is required.
- e. MBA. The Mortgage Bankers Association, an Illinois nonprofit corporation recognized as a tax-exempt business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended.
- f. MISMO Business Domain. Subset of the MISMO Reference Model for which compliance certification has been requested. A list of supported business domains can be found at MISMO.org and in the Program Documentation.
- g. MISMO Intellectual Property. Any rights owned or provided by MISMO in copyrights, authored works, trademarks, service marks, right of publicity, authors' rights, contract and licensing rights, the goodwill therein and all other intellectual property rights as may exist now and/or hereafter come into existence, the general appearance, visual architecture or design thereof, and all renewals and extensions thereof, regardless of whether such rights arise under the laws of the United States or any other state, country or jurisdiction, including but not limited to all MISMO Premiere Level Compliance Certification Marks.
- h. MISMO Premiere Level Compliance Certification Assessment. An assessment of a product's compliance with certification requirements for a specific MISMO Business Domain conducted by an Authorized Assessor engaged by the Applicant to review the product for which certification is requested.
- i. MISMO Standards. Artifacts agreed to and designated by the Governance process of MISMO and made freely available to the public. These currently include the Reference Model, which is comprised of the XML Schema and the Logical Data Dictionary, and the SMARTDoc® specification. The current MISMO Standards are available on the MISMO Web site.

- j. Program Documentation. The “MISMO Software Compliance Certification Program Documentation” comprised of multiple documents as amended from time to time by the MISMO in its sole discretion, currently available at mismo.org.
- k. MISMO Compliance Certification Mark. The certification logo, service mark, interface tags and any other designations owned by MISMO or the MBA that an Applicant will be permitted to use in association with its Certified Products after such product or component is certified and upon Applicant’s agreement to be bound by the MISMO Compliance Certification Mark License Agreement.
- l. MISMO Compliance Certification Mark License Agreement. The license agreement that governs an Applicant’s use of the MISMO Compliance Certification Marks, as amended from time to time by MISMO in its sole discretion, a copy of which is currently available at <http://www.mismo.org/>.
- m. MISMO Compliance Disclaimer. Information made available to the general public by the MISMO that indicates the scope and nature of the MISMO Compliance Certification, and disclaims liability for any use of or reliance on a Certified Product’s certified status in choosing whether or not to use such Certified Product.
- n. MISMO Compliance Register. The official record of all Certified Products, which is maintained by MISMO.
- o. Person. Any individual, firm, partnership, association, trust, corporation, joint venture, unincorporated organization, limited liability company, governmental body or other entity.

2. Premiere Level Certification:

Premiere Level certification provides the Applicant with the opportunity to have its product or component evaluated by a MISMO-authorized 3rd Party assessor (Authorized Assessor) to determine whether the product or component meets the requirements to be deemed compliant.

- a. Application & Payment. The Premiere Level Application process is as described in the Program Documentation. Applicant agrees to submit complete and accurate information during the Application process. Applicants may only submit eligible products and components for certification. An Application Agreement must be in effect for Applicant and Applicant must also authorize payment of the applicable fees in order for MISMO to authorize Applicant as available for an assessment by an Authorized Assessor. Payment to MISMO must be by credit card or Lock Box deposit.

- b. Pre-Certification. Prior to beginning the assessment process, the Applicant will review the application materials, complete a DRAFT *Compliance Certification Application Form*, and submit this form by email to MISMO. The Applicant will also hold a preliminary conversation with MISMO to discuss the draft Application and any questions about the process or the MISMO Business Domains for which certification will be requested.
- c. Certification Assessment. In order to obtain Premiere Level Compliance Certification, Applicant must identify and engage a MISMO Authorized Assessor at its own expense and then provide all required documentation, information, and access to the Assessor in order to enable the assessment. All required information must be in a format consistent with the Program Documentation. Applicant may choose to accept recommendations of an Authorized Assessor to correct deficiencies identified prior to the Assessor's submission of an assessment report to MISMO. All contractual agreements for assessment services are between the Authorized Assessor and the Applicant and Applicant understands and agrees that MISMO will have no liability for any action or inaction of the Authorized Assessor.
- d. MISMO Review. Applicant agrees that after a determination by the Authorized Assessor, MISMO shall determine at its sole discretion whether a particular product or component complies with the applicable MISMO Standard(s). Notwithstanding the foregoing, Applicant shall have a right to appeal a finding of non-compliance in the manner set forth in the Program Documentation, but Applicant hereby agrees to accept and be bound by the results of any such appeal. Detailed results will not be divulged to any third party, except with the express written consent of the Applicant and MISMO or as required by law. Refer to Section 5 below for information about assessment results that may be furnished to third parties in specified circumstances.
- e. Acknowledgement. The Applicant recognizes and acknowledges that the opinions and findings of the Authorized Assessor and MISMO are based on a comparison of submitted information against the selected MISMO Standards and represent their judgment, given with due consideration to the particular product or component in question, the necessary limitations of practical operation, and MISMO's objects and purposes and agrees that the MBA, and MISMO do not warrant or guarantee Certified Products or the reliance thereupon. MISMO is entitled to rely on any files or information provided by Applicant and the Authorized Assessor.
- f. Application Expiration. Applicant has a period of one year from Application submission to complete the processes required for Premiere Level certification or the application fee is forfeited and a new application will be required for certification.

3. Applicant Warranties:

- a. Warranty of Compliance. By signing this Agreement, Applicant represents and warrants that any product or component it identifies during Application and submits for certification meets the applicable MISMO Standards at the time of submission for certification. Applicant further agrees to maintain each Certified Product so that it complies with the MISMO Standards throughout the applicable Certification Period,

in accordance with the Program Documentation. If the Applicant fails to ensure continued compliance with the applicable MISMO Standards, MISMO may revoke the product or component's certification as well as Applicant's right to continue to use the Compliance Certification Mark.

- b. Other Warranties. Applicant further represents and warrants to MBA and MISMO that:
- The Applicant is duly organized, validly existing and in good standing under the laws of the state of its formation and has obtained all licenses and authorizations necessary to conduct business in each state in which it is doing so.
 - The Applicant has all requisite corporate power and authority to execute and perform its obligations under this Agreement. The execution of this Agreement by the Applicant and the consummation of the transactions contemplated thereby have been duly and validly authorized by the Applicant and are intended to form an agreement that is binding on Applicant.
 - Neither the execution and delivery of this Agreement nor fulfillment of nor compliance with the terms and provisions hereof will violate any provision of any law having applicability to the Applicant or conflict with or result in a breach of or constitute a default under the charter or bylaws of the Applicant or any agreement to which it is a party.
- c. Appeals Process. In the event that Applicant desires to appeal any negative certification results, Applicant must invoke the appeals process defined in the Program Documentation within 15 days of its receipt of the results. The Committee's decision will be final, and Applicant hereby agrees to accept and be bound by the results of any such appeal.

4. Post Certification

- a. Finalization of Certification; Trademark License. If Applicant successfully completes the MISMO Premiere Level Compliance Certification Assessment process, MISMO will notify Applicant. Upon receipt of the Certification Fee, MISMO will send the Applicant via electronic mail a Notification of Certification, the dates of the applicable Certification Period and a copy of the MISMO Compliance Certification Mark License Agreement for execution. After such agreement is executed, Applicant will be authorized, according to the terms of such agreement, to use the MISMO Compliance Certification Mark in connection with the Certified Product or component. **Applicant shall not be permitted to use a Compliance Certification Mark in connection with any product or component until the Applicant executes a MISMO Compliance Certification Mark License Agreement.** As further set forth in the MISMO Compliance Certification Mark License Agreement, the certification of a Certified Product and Certification Period will only apply to the product or component, as submitted. Any change to the files comprising such product or component may require the re-certification thereof, and any attempt to use an MISMO Compliance Certification Mark without its accompanying Compliance Disclaimer shall void such license. Applicant understands that MBA and MISMO

make no representation that compliance with the MISMO Standards indicates that the Applicant's systems will operate without error or according to their applicable design standards or that the Applicant's system and the systems of third parties will be interoperable.

- b. Retesting. If the MISMO Compliance Certification review of the assessment materials shows that a submitted product or component does not meet the applicable MISMO Standards, Applicant will receive from MISMO a list of deficiencies that must be corrected and Applicant will be permitted two (2) additional attempts at certification under the governing application. This retesting process is described in greater detail in the Program Documentation.
- c. Renewal. MISMO certification renewal by the Applicant is required at the end of each Certification Period as set forth in the Program Documentation. Renewal will require the Applicant to re-certify a product for compliance by certifying to compliance with the then current MISMO Standards. Failure to complete the recertification process within 30 days after expiration of the certification will result in removal of the Certified Product from the MISMO Compliance Register and termination of the MISMO Compliance Certification Mark License Agreement. Applicants requesting a MISMO certification renewal will incur an additional fee, as applicable, for recertification.

MISMO will send, as a courtesy, a renewal reminder notice by electronic mail to the Applicant at or about 60 calendar days but no fewer than 45 calendar days prior to the end of the applicable Certification Period. Applicant will be solely liable for ensuring that it renews such product's certification in the manner set forth in the applicable MISMO Standards and the Program Documentation, and MISMO will not be liable to Applicant should Applicant fail to renew a certification, even if MISMO does not send the reminder notice referred to herein.

5. Confidentiality and Ownership:

- a. MISMO shall, except where a provision of this Agreement provides otherwise or as otherwise required by any applicable law, maintain in confidence all non-public information the Applicant discloses to MISMO in connection with its Application for Compliance Certification. Except as provided in this Agreement, no license, express or implied is granted by the Applicant to MISMO by virtue of such disclosure and MISMO shall not use any such information except for the purposes of this Agreement. MISMO's obligations under this Section 5 shall be limited to taking such steps as it ordinarily takes to preserve its own confidential information of a like nature. The obligations of non-disclosure and non-use set forth in this Agreement shall not apply to any item of information which:
 - i. is in the public domain at any time (but without prejudice to any Person's rights of action against another Person who wrongfully causes or permits such information to be in the public domain);
 - ii. was rightfully in MISMO's possession without obligation of confidence prior to its disclosure pursuant to this Agreement, or is subsequently independently

developed by MISMO's employees having no access to the information disclosed by Applicant hereunder;

- iii. is subsequently rightfully obtained without obligation of confidence by MISMO from a source other than the Applicant as evidenced by written records; or
 - iv. is required to be disclosed by order of any court of competent jurisdiction.
- b. Information regarding the specific results of the MISMO Premiere Level Compliance Certification Assessment (other than the fact that certification has been issued, when applicable) shall not be disclosed, without Applicant's permission, in any publicly available document or to any third party by MISMO, those individuals involved in the Appeals process hereunder, the Applicant, or any party acting on the Applicant's behalf, unless required to do so under any applicable law.
- c. Lastly, Applicant acknowledges and agrees that electronic communications and databases are subject to errors, tampering and break-ins and that, notwithstanding the efforts of MISMO to implement reasonable security precautions, MISMO does not guarantee or warrant that such events will not take place. Applicant agrees to follow all access and security procedures provided from time to time by MISMO, and Applicant will not attempt, nor will Applicant aid or abet any other person in any attempt, to circumvent or otherwise interfere in any way with any security precautions or measures of MISMO.
- d. Applicant acknowledges that the MISMO Intellectual Property is the exclusive and sole property of MISMO or its licensors. Applicant agrees that: (a) it will not contest the ownership or validity of the MISMO Intellectual Property; and (b) it will not use or register in any country the MISMO Intellectual Property, trade names, or other designations resembling or that are confusingly similar to the MISMO Intellectual Property.

6. Liability and Indemnity:

- a. Liability. THE APPLICANT ACKNOWLEDGES THAT BECAUSE OF THE SPECIAL NATURE OF MISMO AS A NOT-FOR-PROFIT CORPORATION UNDER INTERNAL REVENUE CODE SECTION 501(C)(6) AND AS AN OPEN STANDARD-SETTING BODY IT IS REASONABLE FOR MISMO TO EXCLUDE LIABILITY AS SET FORTH BELOW AND FOR THE APPLICANT TO TAKE MEASURES, INCLUDING INSURANCE WHERE APPROPRIATE, TO MITIGATE OR PREVENT ANY POTENTIAL LOSSES THAT MAY ARISE (PROVIDED THAT SUCH MEASURES ARE NOT IN BREACH OF THIS AGREEMENT).

MBA AND MISMO HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS IN CONNECTION WITH THE CERTIFICATION PROGRAM, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO WAY WILL MBA OR MISMO BE LIABLE FOR ANY PARTY'S DECISION TO ENTER INTO OR REFRAIN FROM ENTERING INTO ANY TRANSACTION FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE FACT THAT A PRODUCT OR COMPONENT HAS BEEN CERTIFIED BY ANY SUCH PARTY.

MBA'S OR MISMO'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE MISMO COMPLIANCE CERTIFICATION SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

IN NO EVENT SHALL MISMO AND/OR ITS AFFILIATES AND/OR ITS SUPPLIERS AND/OR ANY CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF MISMO AND MISMO COMPLIANCE CERTIFICATION SERVICES OR WITH THE DELAY OR INABILITY TO USE SUCH SERVICES, OR FROM THE RESULTS OF MISMO COMPLIANCE TESTING, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MISMO AND/OR ITS AFFILIATES AND/OR ITS SUPPLIERS AND/OR ANY CONTENT OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO APPLICANT. MISMO MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE COMPLIANCE CERTIFICATION SERVICES AT ANY TIME.

- b. Indemnity. Applicant is responsible for Applicant's Application, including all submissions, and the consequences of its submission. Applicant must not, and agrees not to submit material that:
- i. is copyrighted, unless Applicant is the copyright owner or has the permission of the copyright owner to submit it.
 - ii. reveals trade secrets, unless Applicant owns them or has the permission of the owner.
 - iii. infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; or
 - iv. contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information.

Applicant shall indemnify and hold harmless the MBA and MISMO together with their respective officers, servants, agents, and subcontractors (collectively, the “Indemnified”) against any and all demands, claims, and liability for direct losses, damages, settlements and costs (including attorneys’ fees) of any nature whatsoever asserted against or suffered by the Indemnified, including but not limited to (i) demands and claims from a third Person, including any Authorized Assessor, and liability incurred from such demands, (ii) claims arising out of a customer’s use of Certified Products, and (iii) claims arising out of any breach of this Agreement by Applicant.

- c. Severability of Provision. In the event this Section 6 is held to be inapplicable or invalid, the parties will make such amendments to this Agreement by the addition or deletion of wording, or otherwise, so as to remove the inapplicable or invalid part of the provision but otherwise retain the provision to the extent permissible under applicable law.

7. General:

- a. Entire Agreement. This Agreement, including any documents referred to herein (as amended from time to time), together with all other forms relating to this Agreement submitted to MISMO, constitutes the entire agreement and supersedes all prior oral or written agreements, understandings, or arrangements between the parties relating to such subject matter. Neither party shall be entitled to rely on any agreement, understanding, arrangement, or representation relating to the subject matter of this Agreement which is not expressly contained in this Agreement and no change may be made to this Agreement except in writing and signed by duly authorized representatives of both parties.
- b. Waiver of Rights under this Agreement. No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as case may be.
- c. Notices. Any notice or other document to be served under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, shall be deemed to have been duly given if sent by hand or by recorded delivery or registered mail, or by facsimile (subsequently confirmed by mail) to a party at the specified address for that party, unless a different address has been notified to the other in writing for this purpose. The specified address for MISMO is the address set forth in the first paragraph of this Agreement, and the specified address for the Applicant is the address provided for the primary representative on its Application. Notices shall be deemed to have been received by the addressee within 72 hours of mailing as above or within 24 hours if sent by hand or facsimile to the addressee’s address provided in the registration form.
- d. Interpretation. The headings in this Agreement are inserted only for convenience and shall not affect its construction. Where appropriate words denoting the singular only shall include the plural and vice versa.

- e. Severability. Each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of liability represents an express allocation of risk, and is part of the consideration of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

- f. Term and Termination. This Agreement comes into effect upon signature of both parties, on the date last signed, and (i) will expire if an Applicant has no active Certifications in any six month period, or (ii) will terminate as set forth in this paragraph. Certification of a product or component under this Agreement comes into effect at the date of Notification of Certification to the Applicant and will expire on its first anniversary. This Agreement may be terminated by either party upon 30 days' prior written notice to the other party of a breach of this Agreement or of the terms of the Program Documentation, and such a breach has not been rectified to the satisfaction of the other party. MISMO may terminate this Agreement immediately if the credit card on file for payment of fees incurred by Applicant is expired or is rejected upon presentation for payment. In addition, either party may terminate this Agreement with 60 days prior written notice to the other party as long as no certifications are then in process. If an Applicant desires to certify a product or component after expiration or termination of this Agreement, the Applicant will have to enter into the then current MISMO Compliance Certification Application Agreement.

Notwithstanding the termination of this Agreement, the obligations of non-disclosure in respect of any confidential information disclosed prior to such termination shall survive for a period of three (3) years following such termination. Further, Applicant's obligation to indemnify any party hereunder as well as the disclaimers of liability set forth hereunder will survive any termination of this Agreement.

For so long as this Agreement remains in effect, Applicant may submit additional products or components for certification, provided all certification requirements are met, including payment of then-applicable fees and all such additional applications and, where applicable, certifications will be governed by all the terms and conditions of this Agreement.

This Agreement is independent from any MISMO Compliance Certification Mark License Agreement that is in effect at the time of termination of this Agreement. Such License will remain in full force and effect in accordance with its terms.

- g. Arbitration. Any dispute under this Agreement or in any way related to the MISMO Premiere Level Compliance Certification Assessment shall be resolved by binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator will be someone knowledgeable in the industry, selected by mutual agreement of the parties negotiating in good faith. Any arbitration hearing at which Applicant appears will take place within the District

of Columbia, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over such party. The arbitrator shall have no power or authority to make any award that provides for punitive or exemplary damages. Each party shall bear its own costs in connection with any arbitration proceedings. The parties shall equally share the fees of the arbitration and the arbitrator.

This arbitration provision is agreed to and made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”). The arbitrator shall follow existing substantive law of the District of Columbia, without regard to its choice or conflict of laws provisions, to the extent consistent with the FAA, and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award. **NO CLAIM SUBMITTED TO ARBITRATION IS HEARD BY A JURY, AND NO CLAIM MAY BE BROUGHT AS A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL.** Applicant does not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This arbitration provision applies to all claims now in existence or that may arise and shall survive the termination of any dealings between Applicant, MISMO, and MBA.

For the purposes of this arbitration provision, “MISMO” means its parent, MBA, subsidiaries, affiliates, licensees or sublicensees, predecessors, successors, assigns and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "MISMO" shall mean any third party providing benefits, services, or products in connection with the Compliance Certification Program and all of their officers, directors, employees and agents if, and only if, such a third party is named by Applicant as a co-defendant in any Claim Applicant asserts against us.

If any part of this arbitration provision is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this arbitration provision shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION PROVISION IS THAT CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

- h. Force Majeure. With the exception of payment of monies, neither party will be liable for any failure to perform or delay in performance of its obligations hereunder caused by circumstances beyond its reasonable control or which make performance commercially impractical, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of a public enemy or rebellion, insurrection, riot, civil commotion, strikes or other labor disputes, sabotage, epidemic, quarantine or any agency thereof, judicial action and any other such external circumstances.

- i. Governing Law. This Agreement shall be governed by the laws of the District of Columbia and the parties hereby submit to the non-exclusive jurisdiction of the courts in the District of Columbia.

7. Fees:

The fees described in the Program Documentation are quoted net of all applicable taxes and duties which, where appropriate, will be payable by the Applicant to MISMO (or to the relevant tax authorities as applicable) in addition to the listed fees.

Applicant agrees to pay the applicable MISMO Compliance Certification Application fee at the time of submission of a completed Application. Applicant acknowledges that there will be a separate fee for each MISMO Business Domain and MISMO Version for which MISMO Compliance Certification is requested.

Applicant also agrees to pay the applicable MISMO Compliance Certification fee upon notification from MISMO that a product has been certified. Applicant acknowledges that there will be a separate Certification Fee for each MISMO Business Domain and MISMO Version for which MISMO Compliance Certification is requested.

Application and Certification Fees (and applicable taxes, if any) are payable in U.S. dollars and will be debited against the credit card provided to MISMO at the time of payment or may be paid through the lockbox process. Fees are non-refundable. Fees paid to MISMO are separate and apart from any fees that Applicant is obligated to pay to an Authorized Assessor, with whom Applicant must separately contract for assessment services.

8. Execution:

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the date last signed below.

Mortgage Industry Standards Maintenance Organization, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Applicant: _____

By: _____

Name: _____

Title: _____

Date: _____