

Realist End User License Agreement

This is a contract. This License Agreement ("Agreement") accompanies the information, data, information, reports, and/or software (the "Services") that you are accessing. By accessing the Services, you are agreeing to all the terms and conditions of this Agreement. CoreLogic Information Solutions, Inc. ("CoreLogic") grants you ("Customer") a limited, non-exclusive, non-transferable license to use the Services, provided you accept the following terms and conditions:

1. Property.

The Services and all intellectual property rights therein are owned by CoreLogic. No ownership rights are granted by this Agreement and, except for the limited license provided, CoreLogic reserves all rights in and to the Services and all underlying data compilations and information contained therein, including but not limited to the exclusive intellectual property rights and the right to grant further licenses. Customer acknowledges that the Services are the proprietary property of CoreLogic and are a valuable commercial product, the development of which involved an expenditure of substantial time and money by CoreLogic.

2. Permitted Use.

The Services are solely for use within Customer's own organization by Customer's own employees and members, for Customer's own internal business purposes related to professional real estate activities.

3. Restrictions on Use.

Both during and after the term of this Agreement, Customer agrees as follows:

(a) Customer shall not: (i) disclose, use, disseminate, reproduce or publish any portion of the Services in any manner other than as expressly permitted in this Agreement, (ii) permit any parent, subsidiary, other affiliated entity or other third party, including any third party entity involved in a joint marketing arrangement with Customer, to use the Services or any portion thereof, (iii) resell, relicense or redistribute the Services in whole or in part (iv) use the Services to create any derivative products, (v) use the Services to create, enhance or structure any database in any form for resale or distribution, (vi) grant access to the Services, or any portion thereof, to individuals incarcerated in prisons or correctional institutions, (vii) allow access to the Services through any terminal located outside of Customer's operations, (viii) use the Services outside the United States.

(b) Customer shall (i) comply with the published guidelines of the Direct Marketing Association, other applicable industry guidelines, and all federal, state, and local laws, regulations, ordinances and court orders from competent jurisdictions regarding the use, storage and dissemination of data such as the Services, (ii) abide by all prevailing federal, state, and local laws, regulations, ordinances and court orders from competent jurisdictions, including but not limited to those governing fair information practices and consumer's rights to privacy, and any applicable non-solicitation laws and regulations; (iii) limit access to consumer information to those individuals who have a "need to know" in connection with Customer's business and will obligate those individuals to acknowledge consumer's rights to privacy and

adhere to fair information practices and consumer's right to privacy; (iv) abide by CoreLogic's privacy policies and Customer's own privacy policies; and (v) use the Services in a manner that gives due consideration to matters concerning privacy.

(c) Customer understands that the data has not been collected for credit purposes and is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Customer shall not use the Services (i) as a factor in establishing an individual's eligibility for credit or insurance, (ii) in connection with underwriting individual insurance, (iii) in evaluating an individual for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, (v) 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 (vi) in any other manner that would cause such use of the Services to be construed as a consumer report by any pertinent governmental authority.

(d) Customer shall be solely responsible for maintaining the confidentiality of any usernames and passwords used by its employees and Customer shall not permit usernames or passwords to be shared amongst its employees. Customer shall be responsible for all use and fees associated with accessing the Services with the password, whether or not authorized by Customer. CoreLogic may prohibit concurrent sessions with the same username and password.

(e) Customer shall not use the Services for any purpose that (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or (ii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

(f) Customer shall not remove, alter or obscure any proprietary notices in the Services and will reproduce all such notices on all copies or portions thereof.

4. Delivery of Data and Format.

Customer acknowledges that the availability of data elements in the Services varies substantially from area-to-area, and circumstances may exist or arise which 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. CoreLogic may discontinue production, support, and maintenance of any Services if CoreLogic develops an upgraded version or otherwise can no longer provide such Services.

5. Compliance Audits.

CoreLogic reserves the right, during normal business hours, on reasonable notice, and at CoreLogic's expense, to audit the Customer to ensure Customer's compliance with the terms and conditions of this Agreement. CoreLogic shall select an auditor in its sole discretion. If such auditor determines there has

been a breach in Customer's compliance with the terms of this Agreement, CoreLogic may immediately terminate this Agreement and pursue its other legal remedies. Should Customer not cooperate with CoreLogic's audit request within five (5) days, Customer shall be deemed to have conclusively admitted to a material breach in Customer's compliance for which CoreLogic may immediately terminate this Agreement and pursue its legal remedies.

6. Term and Termination.

CoreLogic may terminate this Agreement at any time, without cause, upon written notice to you. Upon termination of this Agreement, you agree to immediately cease all use of and access to the Services. Notwithstanding the foregoing, this Agreement shall terminate immediately upon termination or expiration of the license agreement between CoreLogic and your MLS Provider.

7. Disclaimer.

THE SERVICES ARE INFORMATIONAL ONLY AND ARE NOT INTENDED TO PROVIDE SPECIFIC COMMERCIAL, FINANCIAL OR INVESTMENT ADVICE. THE SERVICES ARE BASED UPON CERTAIN DATA, SUBJECT TO FREQUENT CHANGE. CORELOGIC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE METHODOLOGIES USED OR THE ACCURACY, TIMELINESS, RELIABILITY OR COMPLETENESS OF ANY OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ANY RELIANCE ON OR USE BY CUSTOMER OF THE SERVICES SHALL BE ENTIRELY AT CUSTOMER'S OWN RISK. CORELOGIC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY JURISDICTION, STATE OR REGION. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL NECESSARY LICENSES, CERTIFICATES, PERMITS, APPROVALS OR OTHER AUTHORIZATIONS REQUIRED BY FEDERAL, STATE OR LOCAL STATUTE, LAW OR REGULATION APPLICABLE TO CUSTOMER'S USE OF THE SERVICES.

8. Limitation of Liability.

CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING \$10,000. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT WILL BE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THE LIMIT. CORELOGIC SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. CUSTOMER AGREES THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, AND THAT THE SERVICES WOULD NOT BE PROVIDED TO CUSTOMER ABSENT SUCH LIMITATIONS.

9. Indemnification.

CUSTOMER AGREES TO INDEMNIFY AND HOLD CORELOGIC HARMLESS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES BY THE CUSTOMER, OR ATTRIBUTABLE TO CUSTOMER'S BREACH OF THIS AGREEMENT; PROVIDED THAT CORELOGIC GIVES CUSTOMER PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM. CORELOGIC SHALL CONTROL THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM, AND CUSTOMER SHALL COOPERATE WITH CORELOGIC IN DEFENDING AGAINST SUCH CLAIM.

10. General.

(a) Unless specified otherwise in a fully-executed license agreement with CoreLogic, this Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes any prior understanding or agreement, oral or written, relating to the Services.

(b) The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of California applicable to agreements executed and to be performed solely within California. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Central District of California, Orange County Branch and the Superior and Municipal Courts of the State of California, Orange County in any litigation arising out of relating to this Agreement or its subject matter. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(c) The prevailing party shall be awarded its reasonable attorney's fees and costs in any lawsuit arising out of or related to this Agreement.

(d) No modification, amendment, supplement to or waiver of any provision of this Agreement shall be effective unless in writing and duly signed by an authorized representative of both parties hereto.

(e) Any provision of this Agreement that contemplates performance subsequent to the expiration or earlier termination of this Agreement shall survive such expiration or termination and shall continue in full force and effect until fully satisfied.

(f) CoreLogic shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond CoreLogic's reasonable control.

(g) Customer may not assign this Agreement or any rights or obligations hereunder.

(h) Neither party shall use, or permit their respective employees, agents and subcontractors to use the trademarks, service marks, copyrighted material, logos, names, or any other proprietary designations of the other party, or the other party's affiliates, whether registered or unregistered, without such other party's prior written consent.

(i) Except with CoreLogic's prior written approval, Customer shall not disclose CoreLogic as a data source to any third party, unless required by federal, state or local laws or government regulations and with prior notice to CoreLogic.

(j) Customer shall provide for physical security of the Services with the same degree of care (provided that such is at least a reasonable degree of care) that Customer uses to protect its own most sensitive data.

(k) Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by one of the following methods: (a) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices to CoreLogic shall be sent to 4 First American Way, Santa Ana, California 92707, with a copy to CoreLogic's counsel at the same address marked Attention: Legal Department. Notices to Customer shall be sent to the address entered by Customer in the registration information. Notices or communications shall be deemed properly delivered as of the date personally delivered or sent by mail or overnight service.

By accessing the information contained within the Services and clicking "I Accept," Customer agrees to be bound by all terms and conditions contained in this Agreement. By clicking "I Accept," you assert that you are an authorized agent of Customer with the authority to bind Customer to the terms and conditions contained in this Agreement. If you do not accept the terms and conditions contained herein, you may not use the Services.