

Schedule 3.1

Freddie Mac's Home Valuation Explorer® Sublicense/ End User Agreement

THIS END USER AGREEMENT ("Agreement") made this ____ day of _____, 200_ (the "Effective Date") is by and between EPN Solutions, LLC with its principal place of business located at 4315 S. Scott Street, Spokane, WA 99203 ("Service Provider") and _____, with its principal place of business located at _____ ("End User").

RECITALS

A. The Service Provider has sublicensed certain automated valuation products (the "Home Value 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

B. End User desires to sublicense the Home Value Products identified in End User Exhibit "A," the Home Value Product List.

C. The parties agree as follows:

1. Grant of Sublicense. The Service Provider grants to End User a limited, non-exclusive, non-transferable sublicense to use the Home Value Products for End User's internal business purposes only. End User agrees it will not transfer, disclose or sublicense the Home Value Products without the Service Provider's prior written consent except as provided this Agreement.

2. Third Party Beneficiary. Freddie Mac, as owner of the Home Value Products, is a third party beneficiary to this End User Agreement and has an independent right of action to enforce the provisions of this End User Agreement

3. Disclaimer

(a) THE HOME VALUE PRODUCTS ARE PROVIDED TO END USER "AS IS" AND "AS AVAILABLE," AND ALL USES OF THE HOME VALUE PRODUCTS ARE AT END USER'S SOLE RISK. FREDDIE MAC DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF THE HOME VALUE PRODUCTS OUTPUT OR FREDDIE MAC INFORMATION. ALL WARRANTIES CONCERNING THE HOME VALUE 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 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 ANY FREDDIE MAC SERVICE PROVIDER BE LIABLE TO END USER OR ANY OTHER THIRD PARTY FOR ANY DAMAGE WHATSOEVER INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AND LOST PROFITS, ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT. THE FREDDIE MAC SERVICE PROVIDERS ARE THIRD PARTY BENEFICIARIES OF THIS DISCLAIMER.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF FREDDIE MAC OR THE SERVICE PROVIDER ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF FIVE HUNDRED DOLLARS (\$500) OR THE AMOUNT PAID BY END USER FOR THE FREDDIE MAC PRODUCTS DURING THE 12 MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM IN QUESTION. FOR PURPOSES OF THIS SECTION, THE TERM AGGREGATE LIABILITY WILL INCLUDE, WITHOUT LIMITATION, ATTORNEYS FEES.

4. Confidential Information. The following definitions will apply to this Agreement.

(a) "Confidential Information" refers collectively to Freddie Mac Information and End User Information.

(b) "End User Information" means that certain loan-level information, Property Street Address, City, State and Zip Code, non-Freddie Mac Loan Number and Borrower's Credit Score, that End User provides to Freddie Mac or to the Service Provider solely in connection with its use of Home Value Calibrator ("Calibrator").

(c) "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 Home Value 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 the End User develops in connection with the use of the Home Value 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 Home Value Products.

(d) "Proprietor" means the party that discloses Confidential Information to the other party.

(e) "Recipient" means the party that receives Confidential Information from the other party.

5. 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 Home Value Products under this Agreement.

(ii) End User will keep the results of the Home Value Products, including any notes, files or reports its creates during its use of the Home Value 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 Home Value 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 Home Value Calibrator.

(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 the Home Value Calibrator 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 the Home Value Calibrator 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 Agreement or except when disclosed in accordance with Section 8 of this Agreement (to comply with legal requirements), 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.

6. Exclusions. Neither party's obligations under this Confidentiality Agreement will 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 the 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. 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 5(d) or Section 8, whichever applies

7. Market Sectors and Permitted Uses; Restrictions on Use

(a) End User may only disclose or use the data generated by, or provided in connection with, the Home Value Products as permitted in the attached End User Exhibit B.

(b) End User further agrees that the restrictions set forth in the attached End User Exhibit B govern its use of the Home Value Products.

8. Compliance with Legal Requirements. Except as expressly permitted in End User Exhibit B, End User may disclose the Home Value 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 Home Value Products in writing that the Home Value 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 Home Value Products are proprietary to Freddie Mac and their use strictly limited under this End User Agreement.

9. 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 sixty (60) 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.

10. Intellectual Property Rights.

(a) The Home Value Products are the sole and exclusive property of Freddie Mac. Freddie Mac reserves all rights in the Home Value Products. The Home Value Products are not being sold under this Agreement and End User will have no title or ownership interest in the Home Value 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 Home Value 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.

11. 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.

12. Compliance.

(a) Freddie Mac has the right to confirm that certain marketing guidelines are followed. End User agrees to comply with the Market Sectors and Permitted Uses set out in Section 7 of this Agreement and if requested by Freddie Mac will certify its compliance.

(b) The Service Provider may temporarily cease making the Home Value 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.

13. 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 14):

If to EPN Solutions, LLC

4315 South Scott Street
Spokane, WA 99203

Phone: 800-452-1174

Fax: 509-324-1234

If to END USER:

Address:

Attn.:

Tel:

Fax:

Phone and fax numbers are provided for convenience only and not for the purpose of transmitting notices.

14. 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.

15. 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 Sections 5 and 6 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.

16. Remedies. Any breach of those provisions of this Agreement relating to confidentiality in Sections 5 and 6 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.

17. Term. The term of this Agreement will be _____.

18. Survival. The following provisions of this Agreement will survive the expiration or termination of this Agreement with the Service Provider: section 1 (second sentence only), sections 2, 3, 4, 5, 6, 7, 8, 9(b), 10, 11, 13, 16, 21 and 23.

19. 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, and that it will use the Home Value Products only for one of the permitted purposes identified in this Agreement.

20. 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.

21. Integration. This Agreement constitutes the only agreement relating to End User's use of the Home Value Products and relating to the confidentiality of Confidential Information exchanged in connection with such use. The provisions of this Agreement expressly supersede any prior Agreement relating to the confidentiality of information exchanged between the parties as it relates to any use of the Home Value Products by the End User

22. Severability. If any provision of this Agreement is held for any reason to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

23. Indemnification. End User will indemnify Freddie Mac and Service Provider and their respective directors, officers, employees, successors and assigns and hold each harmless from and against any and all liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of the breach of any of End User's obligations hereunder, whether such breach arises out of its own action or inaction or the action or inaction of End User and its directors, officers, employees, subcontractors, partners, principals and agents, successors and assigns.

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

End User: _____

Service Provider: EPN Solutions, Inc.

By: _____

By: _____

Name: _____

Name: Dave Black

Title: _____

Title: President



Freddie Mac's Home Valuation Explorer® Sublicense/ End User Agreement

Exhibit A

Home Value Product List

1. Home Value Explorer

Freddie Mac's Home Valuation Explorer® Sublicense End User Agreement

Exhibit B

Market Sectors and Permitted Uses; Restrictions on Use.

- (a) End User may only disclose the data generated by or provided in connection with the Home Value Products as follows:
- (i) to a potential borrower involved in the transaction for which the Model Results were prepared;
 - (ii) to a potential purchaser of the loan for which the Model Results in question were originally acquired;
 - (iii) to a mortgage insurer for purposes of obtaining mortgage insurance on the loan for which the model results were acquired;
 - (iv) to a rating agency or other third party having a need to review such model results in connection with a rating or purchase decision with respect to the loan or pool of loans for which the specific model results were prepared;
 - (v) to the extent necessary to allow an accountant or professional auditor or representative of a regulatory agency performing an audit of the End User to perform such audit; or
 - (vi) to the extent legally required, provided that the End User notifies the Service Provider in writing with a copy to Freddie Mac.
- (b) The following uses are approved:
- (i) Activities associated with the granting of loans backed by the value of the collateral, such as first lien mortgages, second 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, portfolio analysis, etc.
 - (ii) Activities associated with the purchase, sale or construction of homes.
 - (iii) Activities designed to help consumers better understand the value of their home.
 - (iv) As part of the process of evaluating insurance needs.
- (c) Any use other than the four listed above are not permitted without the express written consent of Freddie Mac. The following uses are also prohibited, even if combined with a permitted use in section (a) or (b) above, where the use is:
- (i) to generate high-rate/high cost HOEPA loans;
 - (ii) a use associated with identifying potential customers. Typically, this entails running large numbers of properties through Home Value Explorer, and matching results against predetermined criteria, but could include single submissions.
- (d) The following additional restrictions apply:
- (i) The End User may not store values derived from the Home Value Products in a database or other electronic format for the purpose of facilitating retrieval of values in aggregate form and calculating new automated property valuation estimates.
 - (ii) The End User may not make the Home Value Products available to the following entities except in connection with the sale of a loan backed by the value of the collateral or to support typical lending functions, such as underwriting, quality control, portfolio analysis.
 - Fannie Mae.
 - Any agency or instrumentality of the United States Government.
 - (iii) The End User may not disclose the Home Value Products in any form to any person or entity involved in producing or providing automated property valuation models or estimates, without Freddie Mac's prior written consent whose approval may be granted or withheld in Freddie Mac's sole discretion.