

FLOOD ZONE DETERMINATION SERVICES AGREEMENT

This Flood Zone Determination Services Agreement (the "Agreement") is made as of this ____ day of _____ (the "Effective Date"), by and between Federal Flood Certification Corporation, a Texas corporation (hereinafter referred to as "Federal Flood"), and _____, a _____ corporation, (hereinafter referred to as "Customer".)

RECITALS

WHEREAS, Federal Flood is in the business of reviewing residential and commercial real property addresses for the specific purpose of determining whether such properties require flood insurance coverage in accordance with the National Flood Insurance Program as set forth in the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, and the National Flood Insurance Reform Act of 1994.

WHEREAS, Customer is a real estate mortgage lending and/or servicing institution that desires to have said services performed by Federal Flood under the terms and conditions of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the agreements and promises set forth herein, Federal Flood and Customer agree as follows:

AGREEMENT

Section 1.0 Services.

1.1. Spot Determinations: Federal Flood shall, upon request from Customer, conduct a review of each real property address sent to Federal Flood by Customer to determine the flood zone designation of the improved structure(s), if any, located on the realty ("Spot Determination"). "Spot Determination" means that Federal Flood is only responsible to make an initial flood zone determination, and is not responsible for any re-determinations or subsequent flood map tracking.

1.2. Transferable Life-of-the-Loan Determinations: Federal Flood shall, at Customer's option, track the flood plain status of a property for the life of the loan, and Federal Flood shall notify Customer of any change(s) in a property's flood zone status during this period. "Transferable Life-of-the-Loan" means that Federal Flood will be responsible to make the Spot Determinations of these loans, as well as, any re-determinations of these loans whenever a subsequent physical map revision is made to the applicable flood insurance rate map by the Federal Emergency Management Agency ("F.E.M.A.") This responsibility of Federal Flood applies for the entire term of the loan, whether or not Customer transfers the loan to another entity. Additionally, Federal Flood shall notify Customer, or, subject to 1.3 below, any subsequent servicer, of any change in the flood zone status within thirty (30) days of Federal Flood receiving the updated flood maps from F.E.M.A.

1.3. Transfers of Loans or Servicing; Satisfactions, etc.: If a transfer of the loan or its servicing occurs, then it is the responsibility of Customer, itself or through its assignee(s), if applicable, to notify Federal Flood within sixty (60) days of the effective date of the transfer that a loan has been transferred; or, if applicable, that the mortgage or loan has been satisfied or otherwise extinguished.

1.4. HMDA (Home Mortgage Disclosure Act) Reporting: At no charge to Customer and as part of the Transferable Life-of-the-Loan Certification Service, Federal Flood will provide the following information, if applicable, on each loan at the time of determination of the flood zone status of a property:

- a. Census Tract Number
- b. MSA Number
- c. State Code
- d. County Code.

1.5 Basic Certification Format: Federal Flood shall provide to Customer either a Spot or Life of Loan Determination, for each address provided a complete F.E.M.A. standard flood hazard determination form.

1.6. Request for Determination: Customer shall deliver the request via the third-party, SharperLending™ platform, by facsimile transmission, bulk tape, modem, mail, email, website or any other transmission method agreed to by Federal Flood and Customer.

1.7. Delivery of Basic Determination Certificate: Federal Flood shall deliver the Basic Determination Certificate for a Spot or Transferable Life-of-the-Loan via the third-party, SharperLending™ platform or, as applicable, by facsimile machine or any other transmission method agreed to by Federal Flood and Customer, generally within twenty-four (24) hours after receipt of the request from Customer by Federal Flood, except holidays and weekends. If additional information is required to complete a determination, Federal Flood shall notify Customer of same within said twenty-four (24) hour period.

Section 2.0. Term. The initial term of this Agreement shall be for one (1) year from the Effective Date (“Initial Term”) and shall automatically renew and extend for successive one (1) year terms (“Extended Term(s)”) unless either party delivers written notice to the other party on or before (30) days from the expiration of the Initial Term (or any Extended Term) of this Agreement of such party’s intent not to extend the Agreement. Federal Flood may terminate this Agreement upon written notice to Customer in the event that Customer (1) breaches any term or condition of this Agreement in any material respect and fails to cure such breach within thirty (30) days of Customer’s receipt of notice of such breach from Federal Flood or (2) is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors, or becomes unable to meet its obligations as they come due in the normal course of business. Customer may terminate this Agreement upon written notice to Federal Flood in the event Federal Flood breaches any term or condition of this Agreement in any material respect and fails to cure such breach within sixty (60) days of Federal Flood’s receipt of notice of such breach from Customer.

Section 3.0. Warranties and Indemnifications.

3.1. Warranty. Federal Flood shall use commercially reasonable efforts to ensure that each of Federal Flood's determinations are correct in all material respects as of the date of the determination based on the most current flood maps available from F.E.M.A.

3.2. Indemnification. Federal Flood shall indemnify and hold Customer harmless from any direct penalties, damages, or liabilities, and reasonable and necessary out-of-pocket costs and expenses resulting from Federal Flood's material breach of its warranties hereunder.

3.3. Remedies: In the event that Federal Flood provides a determination in error, Customer shall have the following remedies:

a. If Federal Flood has delivered to Customer a determination certification on a property erroneously identifying that the insurable structures of such property are located within a special flood hazard area, when on the date of such determination the applicable flood map identifies that the property is not in a special flood hazard area, then Federal Flood agrees to reimburse the Customer for any excessive flood insurance premiums paid by the borrower for the period from the date the borrower first paid excess flood insurance based on the erroneous determination certification to the date the determination certification is corrected.

b. If Federal Flood has delivered to Customer a determination certification on a property erroneously identifying that the insurable structures of such property are not located within a special flood hazard area, when on the date of such determination the applicable flood map identifies that the property is in a special flood hazard area, and the borrower of the Customer experiences a flood loss that would have been covered in whole or in part by a National Flood Insurance Policy ("NFIP") but for the erroneous determination certification, then Federal Flood agrees to reimburse Customer for the cost of any uninsured flood loss suffered by the Customer on such borrower's property that would have been paid by an NFIP policy, less any premiums that would have been paid by the borrower if the NFIP policy had been in effect.

c. If Federal Flood has provided a Transferable-Life-of-the-Loan determination certification on any borrower and (i) subsequent to such determination Federal Flood has received an amended flood zone map from F.E.M.A., (ii) the status of such borrower's property based on the amended flood zone map has changed such that the property is now included or excluded, as the case may be, within a special flood hazard zone, and (iii) Federal Flood has failed to notify the Customer (or subject to Section 1.3, the subsequent servicer) of such change, then Federal Flood agrees that if:

A. the amended flood zone map excludes the borrower from within a special flood hazard zone, to reimburse the Customer for any excessive flood insurance premiums paid by the borrower for the period from the date the Customer should have been advised regarding the borrower's property's status change and the actual date of such notice to the Customer, or

B. the amended flood zone map includes the borrower within a special flood hazard zone, and the borrower of the Customer experiences a flood loss that would have been covered in whole or in part by a National Flood Insurance Policy ("NFIP") but for the erroneous

determination certification, then Federal Flood agrees to reimburse Customer for the cost of any uninsured flood loss suffered by the Customer on such borrower's property that would have been paid by an NFIP policy, less any premiums that would have been paid by the borrower if the NFIP policy had been in effect.

3.4. Limitations on Warranties, Indemnifications, and Remedies.

a. Notwithstanding anything contained in this agreement to the contrary, the Remedies in Section 3.3 of this Agreement shall be customer's sole and exclusive remedies for any and all breaches of Federal Flood's warranty, obligations, or liabilities under this Agreement. It is expressly agreed by the parties hereto that Federal Flood shall not be liable for any special or consequential damages, including but not limited to lost profits, lost investment or business opportunity, damages to reputation, exemplary damages, treble damages, nominal damages, or operating losses, including, but not limited to, losses attributable to or arising from overhead allocations or general and administrative costs, or the internal cost of administrative requirements imposed by or under this Agreement.

b. Federal Flood shall have no liability for any determination on any property for which the fees associated therewith have not been paid to Federal Flood.

3.5. Survival. Federal Flood's warranties in Section 3 and its obligations in Section 5 shall survive any termination of this Agreement, and Federal Flood shall deliver all determinations requested prior to the effective date of the termination.

Section 4.0. Insurance. Federal Flood shall maintain errors and omissions insurance coverage or other liability coverage in the amount of \$5,000,000.00.

Section 5.0 Confidentiality and Non-Disclosure.

5.1. "Confidential Information" Defined. Each party agrees that all information received from the other party, or from any other source on behalf of the other party, shall be retained and maintained as confidential and not disclosed, used, or duplicated, except as set forth herein. "Confidential Information" for the purposes of this Agreement shall include, without limitation and with regard to each party, all lists of customers, former customers, applicants, and prospective customers and all information relating to and identified with such persons; business volumes or usage; financial information; pricing information; software and software documentation; and information concerning the business plans or business strategy of such party.

5.02. Non-Disclosure. Neither party shall, during the term of this Agreement or any renewal thereof, or at any time thereafter, disclose the other party's Confidential Information in whole or in part to any person, firm, or corporation for any reason or purpose whatsoever, or use such information in any way or in any capacity, other than as is contemplated and set forth in this Agreement. A party shall have no obligations hereunder with respect to the confidentiality of any of the other party's Confidential Information to the extent that such Confidential Information has become (i) generally available to the public, other than by acts by such party in violation of

this Agreement, (ii) is required by an agency or by law, regulation, rule, ordinance, judicial process or the rules of any exchange or stock market on which either party's parent's securities are traded, or (iii) to the extent any of the Confidential Information was known to a party on a non-confidential basis prior to its disclosure to such party.

5.03. Use of Confidential Information. Each party may use the Confidential Information only in connection with its performance under this Agreement. Neither party shall copy or disclose the Confidential Information to any third party, including its employees, representatives, agents, subcontractors, or any other person, except on a "need to know" basis or with regard to their performance under this Agreement. If requested by the non-disclosing party, any employee, representative, agent, or subcontractor of the disclosing party, or any other third party to which disclosure of the Confidential Information is necessary for the disclosing party to perform under this Agreement ("Representatives"), shall enter into a confidentiality/non-disclosure agreement with the disclosing party in substantially the same form as this Article 5.

5.04. Breach; Remedies. A breach by a disclosing party or its Representatives of the non-disclosing party's Confidential Information may cause the non-disclosing party irreparable harm in an amount not easily ascertained. Each party agrees that any breach of this Article 5 by the other party or its Representatives, which breach results from such party's or such party's Representatives' gross negligence, whether threatened or actual, will give the non-breaching party the immediate right to cancel this Agreement and to seek any and all available remedies, in law and in equity, including, but not limited to, obtaining an injunction to restrain such disclosure or use.

5.05. Internal Procedures; Compliance. Each party shall establish and maintain policies and procedures designed to ensure the confidentiality of customer information (non-public personal information) of the other party. Federal Flood acknowledges that with regard to financial institution Customers, federal law prohibits the disclosure of non-public personal information received by a contractor from a financial institution under certain circumstances. If requested by the other party, the non-requesting party shall supply the requesting party with evidence of its compliance with this Article 5.

5.06. Advertising and Marketing. Each party shall not advertise, market, or otherwise make known to others any information relating to the subject matter of this Agreement, including the identification of the parties hereto.

5.07. Termination of Agreement. Upon the termination of this Agreement, or sooner if requested by the party which owns the Confidential Information, the non-owner party shall immediately deliver to the owner party or destroy, any and all of the owner-party's Confidential Information, literature, documents, data, information, order forms, memoranda, correspondence, manuals, client orders, records, cards or notes acquired, compiled or coming into its knowledge, possession, custody or control, in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, this Article 5 shall survive the termination of this Agreement.

Section 6.0. Miscellaneous Provisions.

6.1. Modification. No waiver or modification of this Agreement shall be valid unless it is in writing and duly executed by Federal Flood and Customer.

6.2. Assignability. Neither party shall assign or transfer its interest in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld.

6.3. Relationship of the Parties. Neither party nor any of its directors, officers, partners, employees, agents, contract or temporary employees, computer or other consultants, other advisers or any other person or entity acting on behalf of it shall be deemed to be an employee, agent, partner, owner, or joint venturer of the other party for any purpose whatsoever. Each party shall act as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship. Neither party shall have nor shall be deemed to have any interest whatsoever in any tangible or intangible property belonging to the other party, including, without limitation, Confidential property or rights or intellectual property or rights, any license agreement associated therewith, any software, trademarks, trade names, service marks or logos.

6.4. Entire Agreement. This Agreement constitutes the entire agreement between Federal Flood and Customer relating to the subject matter hereof and supersedes all prior agreements, whether written or oral.

6.5. Construction/Venue. **This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas, excluding its choice of law or conflict of law provisions, whether statutory, authoritative or common law. Any lawsuit or action brought by any of the parties hereto shall be filed and adjudicated in Dallas County, Texas.**

6.6. Notices. All other communication of this Agreement shall be in writing and either shall be delivered personally or sent by United States Postal Service certified or registered mail, postage prepaid and return receipt requested, to the address or addresses set forth below, or to such other address or addresses as a party may notify the other party, in writing, pursuant to this section. Any such communication shall be deemed to be properly given (i) if delivered personally, upon written acknowledgment of receipt after delivery to the address specified: or (ii) if posted, the earlier of the actual date of delivery, as set forth in the return receipt, or three (3) business days from the date mailed. The address for each party is as follows:

to Customer:

to Federal Flood: Federal Flood Certification Corporation
4000 Horizon Way
Irving, Texas 75063
Telephone: (214) 441-5900
Telefax: (214) 441-5999
Telephone: (800)449-3322
Telefax: (800)929-3322 FAX
Attn: Ed McLin, Vice President

8.7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns, and any corporate successors by a merger, consolidation, acquisition, asset sale, other corporate reorganization without limitation. Nothing contained in this Section 9.7 shall be construed to delete, modify or amend Section 9.2 of this Agreement.

8.8. Best Evidence/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, a facsimile transmission or photo static copy shall be as binding as the original.

FEDERAL FLOOD CERTIFICATION CORPORATION

By: _____
Joseph M. Wetegrove,
President

AGREED AND ACCEPTED
(Customer)

By: _____

Its: _____