

## GoDocs Terms and Conditions

**A. Terms; Pricing.** The term "**Customer**" means a GoDocs customer. The term "**Customer Contract**" shall mean the Customer Contract, together with these Terms, as modified from time to time, which Customer shall be deemed to have agreed to, accepted, and reaffirmed whenever Customer submits a document order, together with the terms of any separate written contract or agreement between GoDocs and Customer. The term "**GoDocs**" means GoDocs, LLC, a Delaware limited liability company, and its successors and assigns. The term "**GoDocs Software**" means the GoDocs customer web application used by Customers to order and obtain loan documents from GoDocs. The term "**Lender**" means all persons or entities named as a lender or assignee of a lender in any document prepared by GoDocs or the GoDocs Software (including Customer for any documents in which Customer is named as a lender or assignee), together with their successors and assigns. By utilizing GoDocs, Customer shall be bound by and deemed to have agreed to these terms and conditions (as set forth herein and as amended from time to time, the "**Terms**"). Loan document package pricing and other pricing shall be in accordance with GoDocs prices in effect at the time each order is submitted. GoDocs prices are subject to change at any time at the discretion of GoDocs. Current document package pricing is posted at <https://godocs.com/prices-detail>.

### **B. Software Provider; Ancillary Legal Services.**

(1) GoDocs is a software provider and provides non-legal support and technical assistance to Customers in connection with the use of the GoDocs Software. GoDocs is not a law firm and does not practice law or render legal advice or services. GoDocs Software is designed to fulfill the role of a scrivener by assembling documents pursuant to pre-defined document templates approved by Customer as described in section H of these Terms.

(2) GoDocs may, solely as a convenience to Customer: (a) allow Customer to request certain ancillary legal services from law firms via the GoDocs Software; and (b) sub-bill the legal fees for such services on GoDocs invoices. Neither the ability to request legal services nor the sub-billing of such fees shall constitute any contractual agreement, undertaking, or relationship with GoDocs with respect to any such legal services. Such legal services shall be provided by the respective law firms and shall be governed solely by Customer's agreement and attorney-client relationship with the respective law firms. Customer's election to utilize the services of any law firm shall be at Customer's sole discretion. GoDocs does not warrant and shall have no liability in connection with the services of any law firm. If any legal services for local counsel or otherwise are sub-billed by GoDocs as a convenience to Customer, GoDocs' sole responsibility shall be to forward any sums received from Customer with respect to such legal services to the law firm providing the legal services. These legal fees are not GoDocs fees and GoDocs does not receive any portion of these fees or any referral fees or other compensation, nor do the respective law firms receive any portion of the GoDocs' fees. Any legal fees incurred by any law firm in excess of the amount invoiced and collected by GoDocs from Customer shall be the sole obligation and responsibility of Customer and shall be paid by Customer directly to the law firm.

### **C. Payment Terms.**

(1) GoDocs generates an invoice at the time each standard support order is submitted and soon after each premium support order is submitted. GoDocs fees for document package orders are incurred at the time each order is submitted (regardless of whether an order is canceled before documents are delivered), are non-refundable, and are not contingent upon the loan closing (we require payment irrespective of whether the loan has closed).

(2) Customers other than Institutional Customers (defined below) must pay (i) for each standard support loan document order at the time the order is submitted, and (ii) for each premium support loan document order, upon receipt of an invoice and prior to GoDocs commencing work on the order. Premium support loan document orders are not considered to be submitted for turnaround purposes until payment is received.

(3) For banks, credit unions, life companies, and established private lender customers that GoDocs has agreed not to require advance payment ("**Institutional Customers**"), GoDocs may in its discretion waive the requirement of advance payment with each document order. Invoices are due and payable upon receipt and delinquent if not paid within 30 days. If any Institutional Customer fails to make timely payment of invoices GoDocs may, in its discretion, require that the Institutional Customer thereafter make payment at the time orders are submitted as provided in section C(2) above.

(4) If any of Customer's invoices remain unpaid for more than 45 days, then: (a) Customer shall pay a late charge of ten percent of the invoice amount; and (b) GoDocs may deny access to the GoDocs Software and refuse further document orders. If any check or electronic payment to GoDocs is dishonored for any reason, then, in addition to any other charges or remedies, Customer shall pay to GoDocs a returned item fee of \$100 for each such event.

**D. Customization Charges.** GoDocs does not typically charge for initial setup and customization unless Customer's customization requirements are extensive. If any customization charges will apply either initially or for subsequent customization requested by Customer, GoDocs shall generate an invoice for the customization charges and payment of such invoice shall be a condition precedent to the commencement of customization work.

**E. Software License; Availability.** GoDocs does not sell its software, documents, or document templates for re-use by Customers, lenders, their attorneys, or any other party. Customer shall have a nonexclusive license to use the GoDocs Software during the term of the Customer Contract on a per-transaction basis to prepare loan documents for specific individual transactions. Such license does not include any rights to source code or to download or install the GoDocs Software code or other software utilized by GoDocs in providing documents to Customer on any other computer or in any other location. GoDocs retains sole ownership of all its software and automated document templates and does not release the actual encoded templates or software code to its Customers or otherwise (even if the template or software code was prepared based on Customer-Supplied Language (defined in section O below) or based on a Fannie Mae, Freddie Mac, or other form). The concept, design, implementation, computer software, databases, data tables, document templates, and computer hardware systems pertaining to the GoDocs Software and the provision of GoDocs documents are the exclusive property of GoDocs. Customer shall not (whether during or after the term of the Customer Contract) appropriate, duplicate, reverse-engineer, emulate, alter or re-use any of said property except as expressly permitted by these Terms. The software license granted to Customer shall terminate upon the termination of the Customer Contract and may be suspended per section C(4) above if any of Customer's invoices remain unpaid for more than 45 days. GoDocs shall use reasonable commercial efforts to keep the GoDocs Software available online except during scheduled maintenance and updates, but in no event shall GoDocs be responsible or liable for possible delays, outages, or downtime resulting from hardware failures, network outages, unscheduled employee absences, unscheduled maintenance, unusually heavy network traffic, epidemics, pandemics, riots, natural disasters, and other causes beyond the reasonable control of GoDocs (collectively, "**Force Majeure Events**").

**F. Prohibition Against Unauthorized Use of Documents.** GoDocs Software and support services may be used by Customer exclusively on a per-transaction basis to prepare documents for specific individual transactions. Any document or document package prepared or provided as a draft or sample is for informational purposes only and may not be used or adapted for use in an actual transaction. Neither Customer nor any Lender, assignee, attorney, employee, agent, or affiliate of Customer or Lender may, either during or after the term of the Customer Contract, use any document or document package prepared by GoDocs (or any language contained therein) as a basis for preparing other documents or loan document packages. **If Customer or Lender, assignee, attorney, employee, agent, or affiliate of Customer or Lender uses or allows the use of any document(s) prepared by GoDocs as a basis to prepare other documents or loan document packages without prior written authorization from GoDocs in each instance, then (in addition to equitable relief and any other remedies of GoDocs) Customer and Lender shall pay to GoDocs upon demand an unauthorized use fee in the amount of \$5,000 for each document that uses any GoDocs document in violation of such prohibition.** Customer may only use GoDocs Software, documents, products, and services in the ordinary course of business to carry out the purpose for which they were received. Neither Customer nor Lender shall extract, scan, or otherwise create, release, distribute, forward, or circulate any editable version (e.g., unprotected PDF or unprotected Microsoft Word format) of any GoDocs document to any other person (other than to Customer's legal counsel who has first agreed in writing to be bound by these Terms, and a copy of which writing shall have been provided to GoDocs).

**G. Use of GoDocs Software.** The GoDocs Software is for use in connection with Customer's and Lender's lending transactions, and Customer may request logins to the GoDocs Software only for such employees, agents, lenders, and attorneys who have a need to access the GoDocs Software in connection with Customer's lending transactions ("**Permitted Users**"). Customer shall notify GoDocs in writing of all Permitted Users that Customer wishes to be granted login rights to the GoDocs Software. GoDocs shall have the right to disable access to the GoDocs Software if no document orders are submitted by Customer for a period of six months. Customer shall be solely responsible to notify GoDocs in writing when Customer wishes to revoke access rights of any of Customer's Permitted Users (such as, for example, when a Permitted User's employment with Customer is terminated). Permitted Users are required to reaffirm Customer's agreement to these Terms when submitting each document order, and Customer agrees that each of Customer's Permitted Users shall have full power and authority to do so, including full power and authority to agree, on behalf of Customer, to any changes to these Terms, when submitting a document order, or at any other time. When a Permitted User submits a document order Customer shall be deemed to have received notice of, and agreed to, any changes to these Terms. Customer shall be responsible for any breach of these Terms by any Permitted Users. GoDocs may destroy Customer's data records that are more than 12 months old and may further destroy Customer's data records upon the termination of the Customer Contract.

**H. Customer's Approval of Templates; Proof Documents.** At the conclusion of the setup process, for each document to be generated by the GoDocs Software, GoDocs may (but shall not be obligated to) prepare one or more sample documents ("**Proof Documents**") for Customer's review and approval. The Proof Documents may be specially prepared samples or proofs,

but otherwise, the first document transmitted to Customer for each document type (or the first new variation of a previously prepared document type) shall be considered to be the Proof Document for that document type or new variation thereof. In either case, all Proof Documents and the underlying document templates shall conclusively be deemed approved by Customer and Lender unless and until Customer notifies GoDocs in writing (by email addressed to support@GoDocs.com) of any comments or corrections, in which case GoDocs and Customer shall agree upon the exact changes to be made and GoDocs may generate a new Proof Document for Customer's review and approval (if no specially prepared proof document is so generated then the first document transmitted to Customer after such changes are made shall be considered the Proof Document). As with prior Proof Documents, the new Proof Documents and the underlying document templates shall conclusively be deemed approved by Customer and Lender unless and until Customer notifies GoDocs in writing (by email addressed to support@GoDocs.com) of any comments or corrections, in which case the above process shall be repeated. Customer's failure to notify GoDocs of any comments or corrections to Proof Documents or any document package that contains material deviations from Proof Documents previously approved shall conclusively be deemed to constitute Customer's and Lender's approval of the Proof Documents and the underlying document templates. Customer and Lender agree that GoDocs shall have no concern, liability, or responsibility with respect to any legal deficiency, unenforceability, error, inconsistency, ambiguity, damage or loss which is, directly or indirectly, related to: (a) any changes or additions to or deviations from GoDocs standard document provisions requested by Customer (including any such changes, additions or deviations reflected in any approved Proof Document as described in this section H), or (b) any custom or Customer-Supplied Language (defined in section O below) furnished to Lender for inclusion in any document rider or elsewhere in Customer's document packages.

#### **I. Turnaround for Premium Support Orders.**

(1) GoDocs works on a daily cycle with a cutoff time of 1:00 pm, Pacific Time ("**Cutoff Time**") on Business Days. "**Business Days**" include most days that both national banks and the New York Stock Exchange are open for business. Business Days exclude days (which days shall be posted in advance on the GoDocs website) in which GoDocs is closed for employee training, continuing education, hardware upgrades, software upgrades or company events. Premium support level orders received after the Cutoff Time (or on non-Business Days) will be processed with the following Business Day's orders and will be treated as having been received the following Business Day.

(2) For premium support orders submitted before the Cutoff Time on a Business Day, GoDocs will use commercially reasonable efforts to complete typical standard priority premium support level orders by the 1:00 pm the next Business Day. For Customers other than Institutional Customers, the invoice for the document package order also must be paid before the Cutoff Time to qualify for next Business Day turnaround.

(3) Modification documents, assumption documents, special instructions, and complex transactions typically require *at least* one additional Business Day. Next Business Day service can only be provided in cases where GoDocs has previously set up all the document templates required to produce the loan document package, Customer's data entry is correct and complete, and there are no special instructions or transaction terms for which the GoDocs Software has not been fully coded. Please contact support@GoDocs.com to obtain a time estimate for completion of the documents for transactions that require documents or provisions for which the GoDocs Software has not previously been coded and/or to set up new document templates.

#### **J. Rush Turnaround for Premium Support Orders.**

(1) Customer may request rush turnaround for a premium support order in instances where Customer desires a faster turnaround than our standard priority service, and GoDocs will often be able to accommodate such requests. If Customer anticipates needing rush service on any particular order, Customer should notify GoDocs as far as possible in advance to obtain an estimated turnaround goal. The likelihood of GoDocs being able to comply with rush requests increases when GoDocs receives advance notice of rush orders. In cases where GoDocs has previously set up all the document templates required for the loan document package and there are no special instructions requiring custom drafting or non-standard documents, rush orders can frequently be completed in as little as four GoDocs Business Hours. "**GoDocs Business Hours**" are 7:30 am to 4:00 p.m. Pacific Time on Business Days.

(2) Although GoDocs meets or exceeds its turnaround goals in the vast majority of instances, the standard and rush priority turnaround goals are estimated service levels only and not a guaranty. Accordingly, GoDocs shall not be responsible or liable for delays resulting from Force Majeure Events or other circumstances that may occasionally occur on both standard priority and rush priority orders, nor shall the fees due GoDocs be adjusted in such instances. If timing is especially critical on a particular order, please contact GoDocs by telephone (in addition to emailing support@GoDocs.com) to inform us of this fact and obtain a time estimate for the completion of the documents.

#### **K. Data Entry; Preparation of Documents; Customer Representations; Privacy and Security.**

(1) Customer shall be solely responsible for the entry of data into the GoDocs Software and for proofing such data prior to submitting document orders. GoDocs shall use commercially reasonable efforts to assure that the GoDocs Software generates documents accurately using Customer's data and the templates approved by Customer pursuant to section H of these Terms. GoDocs disclaims any legal responsibility or liability for failing to recognize or notify Customer of or to correct any errors in Customer's data entry. All loan terms, including, without limitation, loan amounts, payment amounts, interest rates, dates, names, signatory titles, legal descriptions, and data entry options, will be reflected in the documents exactly as entered by Customer except for corrections or changes made according to Customer's instructions or with Customer's consent. Without limiting the foregoing, Customer shall be solely responsible for determining and entering the signatories and entities for each loan transaction, as well as their respective capacities and titles. GoDocs shall have no responsibility or liability in connection with the authority of signatories or any consents or approvals that may be required under the entity documents of any entities or under applicable laws.

(2) Customer represents and warrants that (1) all Confidential Customer Data (defined in section K(4) below) is either the sole property of Customer or has been collected from a third party by Customer in accordance with Customer's privacy guidelines and applicable state and federal privacy laws; (2) Customer has obtained all rights and/or consents required by the applicable laws to transfer all of the Confidential Customer Data to GoDocs for use of the services and storage by GoDocs within the United States; (3) in its use of GoDocs' services, Customer shall accurately classify Confidential Customer Data, including, but not limited to, classifying data category, sensitivity or geographic origin; (4) all of Customer's registration and account information is true, accurate and complete; (5) Customer will maintain the security of their password(s).

(3) Customer is responsible for compliance with U.S. and foreign privacy, security, data protection, and marketing laws, regulations, and guidelines that apply to its use of the GoDocs' services. With respect to the Regulation (EU) 2016/679 (General Data Protection Regulation), herein referred to as GDPR, GoDocs is considered the processor with Customer considered the controller. Under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100-1798.199, as amended from time to time) (CCPA), GoDocs is a service provider.

(4) The parties acknowledge and agree that it is or may be necessary for Customer to share or provide GoDocs with access to Customer sensitive data, including nonpublic personal information ("**Confidential Customer Data**"). GoDocs shall maintain and monitor policies and procedures that it determines are necessary to meet the data security objectives of applicable state and federal privacy laws, such as the Standards for Safeguarding Customer Information (commonly referred to as the "Safeguards Rule") promulgated under the Gramm-Leach-Bliley Act and its implementing rules, as in effect from time to time, by addressing appropriate administrative, technical and physical safeguards reasonably designed to (i) ensure the security and confidentiality of nonpublic personal information relating to Confidential Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Customer Data; and (iii) protect against unauthorized access to or use of Confidential Customer Data that could result in substantial harm or inconvenience to Customer. With respect to the disclosure, use, and protection of Confidential Customer Data, GoDocs agrees that it will not disclose Confidential Customer Data to any non-affiliated third party (inclusive of subcontractors), except as necessary to perform services under these Terms or as may be required by law. To the extent that GoDocs contracts with a non-affiliated third party that obtains Confidential Customer Data, GoDocs agrees to seek from all such non-affiliated third parties contractual confidentiality protections no less restrictive than those set out in this section K(4). Additionally, GoDocs (1) shall reasonably cooperate with Customer in complying with any law requiring Customer to provide notice to an individual that a suspected breach or compromise of such individual's personal information, as supplied to GoDocs, has occurred; (2) shall destroy or return Confidential Customer Data upon Customer's written request or in accordance with GoDocs' data retention policy; and (3) shall provide reasonable notice to Customer if GoDocs becomes aware of any unauthorized disclosure involving Confidential Customer Data.

#### **L. Standard of Care and Diligence; Updates to Templates.**

(1) GoDocs represents that it has exercised reasonable care and diligence to incorporate appropriate state-by-state variations as necessary into the core loan document templates (promissory notes, mortgages, deeds of trust, and security agreements) so that the mortgages, deeds of trust, and security agreements generated by the GoDocs Software are generally in a form sufficient to create a lien or security interest securing the indebtedness evidenced by the promissory note, in connection with a typical loan secured solely by commercial real property, multifamily property or non-owner occupied residential real property, or assets owned by a business governed by Article 9 of the Uniform Commercial Code ("**Article 9**"), in which the proceeds of the loan will be used solely for business purposes and not for any personal or household purposes of any individual borrower or guarantor, or any equity owner of any entity borrower or guarantor, assuming accurate data entry and proper recordation of the mortgage or deed of trust and proper filing of financing statements, and proper perfection of the lien on business assets governed by Article 9.

(2) Consistent with the standard of care and diligence described in section L(1) above, GoDocs represents that it will continue to exercise reasonable care and diligence to maintain its document templates during the term hereof and to incorporate such updates and changes as GoDocs deems appropriate from time-to-time to improve its templates and to respond to

any changes in applicable law. Customer and Lender consent to such updates and changes which shall conclusively be deemed approved by Customer and Lender in accordance with section H of these Terms.

**M. Fannie Mae Multifamily Documents.** GoDocs represents that it shall use reasonable care so that the GoDocs Software generates Fannie Mae multifamily loan documents ordered by Customer according to the current applicable Fannie Mae forms utilizing the loan data entered by Customer. GoDocs shall use reasonable care to update its templates to reflect any changes to the Fannie Mae multifamily loan document forms so that the documents generated by the GoDocs Software are consistent with the current Fannie Mae language for each applicable Fannie Mae form as of the date that the documents are generated (or variations of such language approved by Fannie Mae or specified by Customer).

**N. Business Purpose Loans Only.** Documents generated by the GoDocs Software are intended for use solely in transactions that are secured by commercial real property, multifamily real property, non-owner occupied residential real property, or business assets governed by Article 9, in which the proceeds of the loan will be used solely for business purposes and not for any personal or household purposes of any individual borrower or guarantor, or any equity owner of any entity borrower or guarantor. In the event, pursuant to Customer's or any Lender's request or direction, GoDocs Software generates any document or document package for any loan (i) the proceeds of which will not be used solely for business purposes, or (ii) which is to be secured by any residential property consisting of less than five units (less than seven units in New York, New Jersey and Illinois) that is or will be occupied by any individual borrower or guarantor, or any equity owner of any entity borrower or guarantor, then Customer and Lender acknowledge and agree: (a) that any such documents or document package shall be considered as drafts only; (b) that Customer or Lender shall engage competent legal counsel familiar with applicable federal and state laws and regulations to review, revise and supplement the draft documents prepared by GoDocs as necessary to assure legal compliance and enforceability and to provide all necessary disclosures; and (c) that GoDocs shall have no responsibility or liability for any legal deficiencies or any noncompliance with any applicable laws or regulations in connection with such documents or the related transaction.

**O. Customer-Supplied Language.** If requested by Customer, GoDocs may in its discretion agree to customize its document packages or software so that Customer-supplied forms, documents, additional clauses, document riders, changes to GoDocs standard document clauses and/or substitute clauses (collectively, "**Customer-Supplied Language**") are incorporated into Customer's document packages. GoDocs represents that it will use reasonable care so that the Customer-Supplied Language is incorporated into Customer's document packages. Customer shall be solely responsible for supplying GoDocs with any desired updates to any Customer-Supplied Language. GoDocs reserves the right in its discretion to incorporate any Customer-Supplied Language into GoDocs' standard document packages, products, services, and GoDocs Software, subject to the terms and conditions of sections E and G above. Accordingly, Customer represents that GoDocs' use of the Customer-Supplied Language as permitted under these Terms will not violate any third party's contractual or intellectual property rights and hereby assigns to GoDocs the worldwide, royalty-free, right and title to run, use, re-use, implement, copy, display, and create derivative works from, that Customer-Supplied Language, including any ideas, concepts, know-how, or techniques contained in the Customer-Supplied Language for any purpose.

**P. Support Levels.** GoDocs offers standard and premium support levels. With both support levels, Customer is solely responsible for the accuracy of Customer's data entry, and GoDocs shall not be responsible for failure to identify or correct any errors or inconsistencies in the data entered by Customer.

(1) **Standard Support.** With the standard support level, loan data entered by Customer is not reviewed by any GoDocs employee, and no dedicated document specialist is assigned to standard support level orders. Because the documents generated by the GoDocs Software are not reviewed by GoDocs personnel, with the standard support level, Customer is solely responsible to carefully review and proof the documents generated by the GoDocs Software and to notify GoDocs of any perceived errors in the software output so that any software adjustments or fixes can be made. If, as a courtesy, GoDocs staff provides any data review or assistance on any standard support level order, such review or assistance shall not alter these Terms or give rise to any obligation on the part of GoDocs to do so for any other orders.

(2) **Premium Support.** Each premium support order is assigned to one or more dedicated document specialists who contact Customer if necessary to resolve any questions or issues, generate documents using the GoDocs Software, then proof and finalize the documents. The premium support level allows for special instructions, non-standard loan terms and non-standard vesting scenarios (additional charges may apply).

**Q. Disclaimers; Limitations on Liability.** To the fullest extent allowed by law, GoDocs is providing the GoDocs Software, documents, products, and services "as is" and specifically disclaims all warranties or liabilities other than those expressly set forth in these Terms. Without limiting the foregoing, no oral or written information or guidance given by GoDocs, its agents, or employees shall create a warranty. Accordingly, GoDocs shall have no liability in connection with the provision of software, documents, or services except as expressly set forth in these Terms. Due to the nature of the Internet, GoDocs does not warrant that access to the GoDocs Software, documents, products, and services will be uninterrupted or error free. Customer (and Lender if other than Customer) shall obtain a lender's policy of title insurance insuring the validity and priority of its lien in every loan transaction and the title insurer shall have primary liability in the event of any matter covered by such title insurance policy. GoDocs shall have no concern, liability, or responsibility with respect to Customer's or any Lender's compliance or noncompliance generally or in any transaction with: (i) any usury laws, high-cost or high-risk mortgage laws or other laws regulating the amount of interest, prepayment premiums, late charges or other charges that may be lawfully collected; (ii) any legal, licensing or regulatory restrictions, registrations or qualification requirements applicable to Customer's lending business, or the use of the GoDocs Software, documents, products, and services in connection therewith and any lending transaction related thereto, or to any Lender, investor or borrower in any transaction; (iii) any RESPA-TILA, truth-in-lending, disclosure or other consumer protection laws applicable to consumer or non-business purpose transactions; (iv) any state "unauthorized practice of law" statutes or other statutes requiring that local legal counsel be retained in connection with the preparation of loan documents, or (v) any legal or regulatory restrictions as to whether Customer (or Lender if other than Customer) is permitted to pass through the Company's document preparation charges to their borrowers. GoDocs shall have no concern, liability, or responsibility with respect to any legal deficiency, unenforceability, error, inconsistency, ambiguity, damage or loss which is, directly or indirectly, related to (a) any changes or additions to or deviations from GoDocs standard document provisions requested by Customer (including any changes, additions, or deviations reflected in any approved Proof Document as described in section H of these Terms), or (b) any Customer-Supplied Language furnished by Customer or any Lender for inclusion in Customer's or such Lender's document packages. Customer and Lender shall indemnify and hold harmless GoDocs from any loss, damage, expense, or liability, including attorneys' fees and costs, incurred by GoDocs as a result of or relating to the matters described in clauses (i) to (v) above, and clauses (a) and (b) of the preceding sentence. Customer shall be responsible for retaining local counsel as required by the laws of the jurisdiction where the security property is located in order to finalize any documents which, under the laws of the property jurisdiction, must be prepared by legal counsel licensed in the property jurisdiction, and any such documents prepared by GoDocs shall be considered as drafts only, to be reviewed, revised, and supplemented as necessary by legal counsel licensed in the property jurisdiction. Customer represents that all loans for which loan document preparation orders are submitted shall be solely for commercial, business, or corporate purposes and not for personal or consumer purposes. In no event shall GoDocs have any liability for any cost, damages, losses, or liability for any errors or omissions on the part of GoDocs unless and until Customer has exhausted all remedies against the borrower, any guarantors, the title insurer, and/or any other parties that may be liable for such matters, and until Customer thereafter obtains a final, non-appealable judgment against GoDocs for any remaining deficiency expressly found by the court to have been caused solely by an error or omission of GoDocs. GoDocs shall have no liability in connection with missing or inaccurate data entry by Customer or in connection with changes made to documents after preparation by GoDocs. All GoDocs loan document packages contain documents and/or provisions requiring the borrower and any guarantors to correct any clerical and other errors in the documents. GoDocs shall have no liability for any clerical or other errors in loan documents unless and until Customer has exhausted all possible efforts to obtain a correction of any such errors pursuant to the terms of such documents and/or provisions requiring the borrower and any guarantors to correct any clerical and other errors. Such efforts shall include, without limitation, declaring a default and instituting the default rate of interest if the borrower or any guarantor fails to execute correction document(s) within the time required by the loan documents. In no event shall GoDocs be liable to Customer or any person for any incidental, indirect, special, or consequential damages, including, without limitation, loss of profits, loss of data, or all other similar damages or loss, even if GoDocs has been advised of the possibility of such damages. GoDocs' total liability to Customer or any other person shall not exceed the total amount of fees paid by Customer to GoDocs for the documents or services from which such liability arises but in no event exceeding the fees paid in the 12 months preceding the events giving rise to the claim.

**R. Customer Contract.** Customer is under no obligation to order any minimum number of document packages. GoDocs reserves the right to terminate the Customer Contract or discontinue services previously offered to Customer, with or without cause, upon 30 days prior written notice to Customer. If the Customer Contract is so terminated by GoDocs, Customer shall be bound to pay all document preparation fees and other sums due to GoDocs through the date of termination. The Customer Contract shall automatically renew for successive one-year terms unless Customer gives notice of cancellation to GoDocs at least 30 days prior to the end of the first annual contract term, or any renewal term, as applicable. GoDocs shall have the right to change these Terms in its sole discretion at any time. Any changes to these Terms shall be effective and applicable to Customer (and any Lender for which Customer orders documents) commencing on the date that the changed Terms are posted at on the GoDocs website and which may be accessed by way of the following URL: <https://godocs.com/terms>. By submitting a document order, Customer shall be deemed to have received notice of, and expressly agreed to, any changes to these Terms. Termination of the Customer Contract for any reason shall terminate Customer's right to access and use the GoDocs Software and ability to order documents from GoDocs, but otherwise, all terms, conditions, covenants, obligations, and agreements of Customer, Lender, and GoDocs (including, without limitation, section F of these Terms) shall survive such termination, and shall continue to govern all documents, software, products, and services requested by or provided to Customer and Lender prior to termination.

**S. Agreement by Lenders Other than Customer.** Prior to ordering any documents in which a Lender other than Customer is to be named as a lender or as an assignee of the lender(s) named in the loan documents, Customer shall inform the Lender or assignee of the GoDocs Terms and obtain such Lender's or assignee's written acknowledgment and agreement to these Terms. As a condition to preparation and/or release of documents naming any Lender or assignee other than Customer, GoDocs may require a written acknowledgment and agreement to these Terms from such Lender or assignee, in such form as GoDocs may require. Failure of GoDocs to require such written acknowledgment and agreement shall not relieve Customer of its obligation to obtain such written acknowledgment and agreement from each Lender or assignee for which Customer orders documents, nor relieve Customer or any such Lender or assignee from any term or provision contained in these Terms. Customer shall indemnify and hold GoDocs harmless from any loss, expense, or liability, including attorneys' fees, in connection with any claim by any Lender or assignee other than Customer, regardless of whether such Lender or assignee has agreed in writing to these Terms.

**T. Governing Law; Jurisdiction and Venue.** The Customer Contract shall be governed by the laws of the State of California. Customer and Lender consent to the jurisdiction and venue of the state and/or federal courts located in Orange County, California for any dispute relating to the Customer Contract or the documents, software, products, or services provided to Customer or Lender by GoDocs.

**U. Dispute Resolution.** In the event any disagreement ("**Dispute**") arises out of or relates to the Customer Contract, or the documents, software, products, or services provided to Customer or any Lender by GoDocs, prior to the escalation of a Dispute to arbitration or litigation, either party shall notify the other party in writing of the nature of the Dispute with as much detail as possible. Within ten Business Days of the date of notification, designated representatives for Customer and/or Lender shall meet, for the purpose of negotiating a resolution of the Dispute and, if applicable, determining the corrective actions to be taken. If the parties are unable to resolve the Dispute or to agree upon appropriate corrective actions within twenty Business Days of such meeting, or if a party fails to take the corrective actions which were agreed upon, then either party may initiate arbitration proceedings.

**V. Arbitration.** Any Dispute, controversy, or claim arising out of or relating to the Customer Contract, or the documents, products, software, or services provided to Customer or any Lender by GoDocs, which is not resolved pursuant to section U of these Terms, shall be resolved by arbitration in accordance with American Arbitration Association's then-prevailing Commercial Arbitration Rules with Expedited Procedures, as modified by the Customer Contract. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration and venue for any arbitration, legal action, or alternative dispute resolution regarding the Customer Contract, or the breach thereof, or the documents, products, software, or services provided to Customer by GoDocs shall be in Orange County, California, or at such other place as may be selected by GoDocs. This arbitration clause shall survive the termination or expiration of the Customer Contract.

**W. Attorneys' Fees.** In the event of any claim, controversy, arbitration, or action relating to the Customer Contract, or the documents, products, software, or services provided to Customer or any Lender by GoDocs, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in an amount to be determined by the arbitrator or the court.

**X. Miscellaneous.** The Customer Contract represents the whole and only agreement with respect to the subject matters herein and supersedes all prior agreements, oral and written. Except for changes to these Terms made by GoDocs and posted on the GoDocs website, no amendment to the Customer Contract shall be valid or effective unless embodied in a written instrument signed by the party to be charged. In the event any changes to these Terms are made after the date of any separate written contract between GoDocs and Customer or any Lender acknowledgment, the changed Terms shall be deemed to be substituted in place of the Terms that were in effect as of the date of such separate written contract or Lender acknowledgment, excepting only those changes which are in direct contravention of any specially negotiated terms set forth in *the body of such separate written contract* (not the exhibit to such separate written contract which sets forth the Terms that were in effect as of the date of such separate written contract). All notices given by GoDocs, shall be sufficient and deemed delivered if in writing and deposited with the United States Postal Service, postage prepaid via registered or certified mail, or sent via a nationally recognized courier service with proof of delivery, addressed to GoDocs at 18650 MacArthur Blvd., Ste. 200, Irvine, CA 92612, or to such other address as may be posted on the GoDocs website, or to Customer or any Lender at the notice address initially provided to GoDocs, or to such other address as may be changed from time to time by notice duly given to GoDocs. Any notice given by GoDocs to Customer shall be deemed conclusively to have been given to any Lender named as a lender in loan documents per Customer's instructions, without the necessity of any separate notice.

**Y. Confidentiality.**

(1) **Defined Terms.** As used herein, "**Confidential Information**" means all technical and non-technical information disclosed by GoDocs or Customer to the other party, whether in writing, oral, or any other medium, which may include, without limitation, information regarding: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, concept, techniques, sketches, drawings, works of authorship, sample documents, document templates, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae, features, and logic related to the current, future, and proposed products and services of each of the parties, such as information concerning experimental or customization work, source codes, web applications, html codes, script codes, databases, data tables, application programming interface (API) data files, research, development, implementation, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, customer information, investors, employees, strategies, business and contractual relationships, business plans and forecasts, sales and merchandising, pricing and discount models, marketing plans, and information the disclosing party provides regarding third parties; and (d) all other information that the receiving party knew, or reasonably should have known, was the Confidential Information of the disclosing party. With respect to the Company, "Confidential Information" also includes the application and content of its software, documents, products, and services, including, without limitation, how they are structured and organized and how content is captured and contained within clauses thereof. With respect to Customer, "Confidential Information" also includes the Confidential Customer Data in accordance with section K(4) of these Terms.

(2) **Ownership of Confidential Information.** The parties acknowledge that during the performance of the Customer Contract, each party will have access to certain of the other party's Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. Both parties agree that all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and shall remain the sole property of the disclosing party or such third party.

(3) **Mutual Confidentiality Obligations.** Each party agrees as follows: (a) to use the Confidential Information of the disclosing party only for the purposes described herein; (b) that such party will not reproduce such Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that, except as expressly permitted herein, neither party will create any derivative work from such Confidential Information; (d) to restrict access to such Confidential Information to such of its personnel, agents, contractors, affiliates (including, with respect to the Company, any law firms providing ancillary legal services via the GoDocs Software), if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of these Terms; and (e) to return or destroy all such Confidential Information in its possession upon the written request of the disclosing party.

(4) **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of sections Y(2) and Y(3) shall not apply to Confidential Information that the receiving party can demonstrate with competent evidence: (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (d) is independently developed by the recipient without use of or reference to the Confidential Information; or (e) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and cooperated with any efforts to obtain a protective order; or (ii) to establish a party's rights under the Customer Contract, including to make such court filings as may be required.

(5) **Survival.** The nonuse, non-disclosure, and other confidentiality provisions of this section Y shall survive the expiration or termination of the Customer Contract.

**Z. Assignment.** Customer may not assign, delegate, subcontract, or otherwise transfer its interest in the Customer Contract or any of its rights or obligations hereunder without GoDocs' prior written consent. Any such purported assignment or transfer in violation of this section is void.

**AA. WAIVER OF JURY TRIAL.** CUSTOMER, LENDER, AND GODOCS EACH (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THE CUSTOMER CONTRACT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY, AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUES TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF THE RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF OR THE OPPORTUNITY TO RETAIN COMPETENT LEGAL COUNSEL.