

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement (“Agreement”) is made by and between Altisource S.à r.l. (“Company”), and the Customer (as defined below) and specifies the obligations and limited rights of Customer pertaining to the use of the web-based auction marketing platform that is owned and operated by Company and/or its affiliates and accessible at www.hubzu.com (the “Hubzu Platform”) to market and manage the potential sale of one or more real properties that Customer has legal title to or has the legal right to sell. Company desires to grant a license to Customer to use the Hubzu Platform solely pursuant to the scope set forth in this Agreement. Additionally, Customer desires to engage Company from time to time to provide certain real estate auction and marketing services (the “Services”) through the Hubzu Platform pursuant to the terms set forth herein, and Company, directly or indirectly through its affiliates, desires to provide such Services as further described in this Agreement.

This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

By registering to the Hubzu Platform, Customer, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees to unconditionally agree and consent to this Agreement. “Customer” refers to: (i) you, if you are an individual; (ii) the company you represent; and (iii) other persons who access or use the Hubzu Platform on your or such company’s behalf. The contracting entity used by Customer shall be the entity included in the Hubzu Platform registration process. If Customer is a company, the person accepting this Agreement represents and warrants that such person possesses the legal right and ability to accept on behalf of Customer. Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to access and use the Hubzu Platform and for completing the account registration process, including the selection of a password and username in the Hubzu Platform. The Hubzu Platform includes, without limitation, services, products, information, webpages, systems, software, networks, intellectual property, including patents, trademarks, copyrights, designs and trade secrets, “know-how” and any other right and materials. No rights to or in the Hubzu Platform are granted to Customer.

1. LICENSE GRANT; SERVICES

1.1 Upon Customer’s agreement to the terms of this Agreement (the “Acceptance”), Customer will register to the Hubzu Platform by selecting a username and creating a password in order to finalize creation of Customer’s user account (the “Customer Account”). Upon Acceptance and creation of Customer Account, Company shall verify the Customer Account and upon Company’s approval of Customer Account (the “Approval”), Company shall activate the Customer Account by granting to Customer a limited, revocable, non-exclusive, non-transferrable and non-sublicensable right to access, view and use the Hubzu Platform during the Term for the purposes of marketing and managing the sale of one or more of properties that Customer has legal title to or otherwise has the legal right to sell (each, a “Property” and collectively, the “Properties”). Each Property that Customer desires to market using the Hubzu Platform shall be done so in a time-limited bidding format consisting of one or more fixed periods of time during which bidders submit bids for the Property via the Hubzu Platform (each consecutive period, an “Auction Marketing Cycle”). If Customer is a company, partnership or other business, the person registering to the Hubzu Platform and accepting this Agreement represents and warrants that such person possesses the legal right and ability to take all actions on Customer’s behalf with respect to Properties. Customer shall have the option to select in Hubzu Platform the duly appointed representatives who are authorized to access Customer’s Account and take all actions on Customer’s behalf with respect to Properties. Notwithstanding the foregoing, Customer is solely responsible for its and its representatives’ use of the Customer Account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate and to suspend, disable or revoke Customer and its representatives’ access to the Customer Account at any time in its sole discretion.

1.2 Company, directly or indirectly through its affiliates, shall provide the Services as further described in this Section 1.2.

Subject to the terms hereof, Company will provide Customer with reasonable technical support services for the Hubzu Platform in accordance with Company’s standard practice. Company shall display the information and images for a Property that are provided by Customer in accordance with Section 2.3 below on the publicly facing Hubzu.com website and shall market such Property through other syndicated platforms and digital marketing channels, as determined by Company in its sole discretion. Company shall have the right, in its sole discretion, to remove, redact or refuse to post any information or images it receives from Customer or its listing broker to the extent Company determines that the publishing of such information or images is misleading, misrepresentative, potentially violates any applicable laws, rules or regulations, or results in a poor customer experience. To the extent required by law, Company or its affiliate will provide a licensed auctioneer and/or licensed real estate broker solely to provide auction marketing services via the Hubzu Platform. Such licensees shall not have a real estate brokerage or agency relationship with Customer and Customer is solely responsible for its relationship with its Broker (as defined in Section 2.2). Company will use commercially reasonable efforts to cease displaying a Property within forty-eight (48) hours’ written notice from Customer.

1.3 Customer acknowledges and agrees that the Hubzu Platform and the Services provided by Company or its affiliates pursuant to this Agreement are non-exclusive to Customer and that Company may, in its sole discretion, enter into similar arrangements with any third party to perform and provide any services that are the same as or substantially similar to the Services.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover

the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Hubzu Platform, the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Hubzu Platform, the Services or any Software; use the Hubzu Platform, the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of any third party; or remove any proprietary notices or labels from the Hubzu Platform.

2.2 Customer acknowledges that this Agreement does not create a real estate brokerage or agency relationship between Customer and Company or any of its affiliates. Customer agrees to enter into a listing agreement for each Property with a licensed real estate broker or agent (“Broker”) and that such listing agreement (or, if such listing agreement terminates or expires, any subsequent listing agreement between Customer and a Broker) shall remain active at all times while said Property is marketed on the Hubzu website. Company has the right at any time to remove any Property from the Hubzu website if Company determines in its sole discretion that publication of the Property would violate any rule, law or regulation or would otherwise be unfair, deceptive or misleading to Hubzu end users.

2.3 Customer (and, if desired, its Broker) shall provide all required information and attributes regarding a Property as set forth on the Hubzu Platform (e.g., Property address, bedroom count, bathroom count, square footage, year built, marketing description, required property condition disclosures, high quality images, list price, reserve price, starting bid amount, financing options, whether the Property is subject to a Homeowners’ Association, auction marketing start time, Broker name and license information, etc.) in order for Company to display Customer’s Property on the Hubzu website. Customer and its Broker are solely responsible for the accuracy of all information provided to Company whether through the Hubzu Platform or other channels. To the extent required by law, Customer shall enter into an Auction Services Agreement with Company’s affiliate, Altisource Online Auction, Inc., for each Property. Customer shall cause its Broker to enter into that certain Auction Marketing Agreement with Company’s affiliate, Altisource Online Auction, Inc., for each Property where Broker is the listing agent.

2.4 Customer shall be responsible for conducting title search, title validation, lien and defect resolutions and any other title review activity to ensure marketable title of each Property marketed on Hubzu Platform. It is Customer’s responsibility to conduct its own due diligence and seek professional advice in connection with the title of each Property. Company and its affiliates shall not be liable for any issues or matters related to the title of the Property. Any activity beyond the scope of the Services, are solely Customer’s responsibility.

2.5 Each Auction Marketing Cycle shall be for a period of seven (7) days or such other duration as may be agreed to between Customer and Altisource or, if applicable, its affiliate, Altisource Online Auction, Inc. Once an Auction Marketing Cycle for a Property commences, notwithstanding anything to the contrary set forth herein, Customer shall not be permitted to terminate the

Auction Marketing Cycle for the Property except with the express written consent of Altisource or, if applicable, its affiliate, Altisource Online Auction, Inc. Customer shall, at all times, direct all prospective bidders, buyers and agents (including Broker) to submit all bids and offers through the Hubzu website. Customer shall not to consider, approve or accept any bids or offers except those submitted through the Hubzu Platform. At the end of an Auction Marketing Cycle, Customer shall review the bid(s) received to determine whether it will accept a bid, reject a bid or pursue negotiations with a bidder. Customer shall notify Company within two (2) business days of Customer’s decision to accept, reject or negotiate such bids. Customer’s failure to respond within the two (2) business day period shall be deemed Customer’s rejection of all bids received during such Auction Marketing Cycle. If Customer rejects all bids received during the Auction Marketing Cycle, the Property will be posted on the Hubzu website for a subsequent Auction Marketing Cycle as determined by Customer and indicated on the Hubzu Platform.

2.6 Customer, either directly or through its Broker, shall be solely responsible for preparing, delivering to the bidder it selects, if any, following the end of the Auction Marketing Cycle (as described in Section 2.4 above), the purchase and sale agreement and any other agreements, disclosures, documents or instruments customary, necessary or required by law in connection with the sale of the Property. Customer shall be solely responsible for executing all such documents required of it. Customer shall be solely responsible for ensuring such documentation meets Customer’s requirements and complies with all applicable laws, rules and regulations. Customer shall execute or cause to be executed any other agreements in forms provided by Company, as Company deems customary or required in connection with its or its affiliates’ provision of Services in accordance with these Terms and Conditions. Customer shall send Company a copy of the fully-executed purchase and sale agreement, including all addenda, within one (1) business day of execution. Any Property that does not result in the execution of a purchase contract shall be re-marketed on the Hubzu website as determined by Customer and indicated on the Hubzu Platform.

2.7 Customer shall be solely responsible for managing and monitoring the closing of each Property. Customer shall be solely responsible for the review and quality control of all closing documents associated with the closing. It is the Customer’s duty to thoroughly examine and verify the accuracy and completeness of said documents. Customer will notify Company within one (1) business day of cancellation, termination or expiration of any purchase contract or the closing on the sale of the Property, provided however, that if the purchase contract is cancelled, terminated or expires or if the closing on the sale of the Property does not occur and Customer subsequently engages in the sale of such Property with any user of the Hubzu Platform, Customer shall be liable for the buyer’s premium (as further described in Section 4.1 below) that Company would have received in connection with such subsequent transaction had it been conducted using the Hubzu Platform. Customer shall be obligated to pay such buyer’s premium directly to Company or its designated affiliate at the closing on the sale of the Property. Customer’s failure to pay such buyer’s premium shall constitute a

material breach of the Agreement and Company shall be entitled to an ex-parte right to attach any of Customer's assets to satisfy such payment to Company. Customer hereby waives any rights, defenses, claims or objections to Company's right to collect such buyer's premium hereunder.

2.8 Customer represents, covenants, and warrants that Customer will use the Hubzu Platform and the Services only in compliance with Company's standard published policies then in effect (the "Policy"), the terms of this Agreement and all applicable laws, rules and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the Hubzu Platform or Services. Although Company has no obligation to monitor Customer's use of the Hubzu Platform or the Services, Company may do so and may prohibit any use of the Hubzu Platform or the Services it believes may be (or alleged to be) in violation of the foregoing.

2.9 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS; DATA PRIVACY AND DATA PROCESSING ADDENDUM

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes, but is not limited to, non-public information regarding features, functionality and performance of the Hubzu Platform or the Services; user and bidder information, bids, data collected from the Hubzu Platform and website, non-public information, analysis or materials regarding a Property; and non-public data provided by Company to Customer in connection with the provision of the Hubzu Platform (including the website and the mobile application) or the Services ("Company Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use such Proprietary Information (except in the case of Company, in the performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that: (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. In the event Customer is

requested or required by law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Company Proprietary Information, and provided Customer has received an opinion of counsel that concludes that such disclosure is legally required, it is agreed that Customer will, unless prohibited by applicable law, provide Company with prompt notice of such request(s) so that Company, in its sole and absolute discretion, may seek an appropriate protective order and/or waive compliance with the provisions of this Section. Customer agrees to cooperate with Company, at Customer's expense, in obtaining such a protective order. Customer acknowledges that irreparable damage may occur if Customer should breach the terms and provisions of this Section. Accordingly, if Customer breaches or threatens to breach any of the provisions of this Section, Company shall be entitled, without prejudice, to seek all the rights and remedies available to it, including a temporary restraining order and an injunction restraining any breach of the provisions of this Section (without any bond or other security being required therefor). Such remedies shall not be deemed to be exclusive, but shall be in addition to all other remedies available at law or in equity.

3.2 Company shall own all right, title and interest in and to the Company Data, as well as any data that is based on or derived from the Company Data and provided to Customer as part of the Hubzu Platform or the Services. Company shall own and retain all right, title and interest in and to (i) the Hubzu Platform, the Services and Software, all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with Hubzu Platform, the Services or support, and (iii) all intellectual property rights related to any of the foregoing.

3.3 To the extent permitted by applicable laws, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Hubzu Platform, the Services and related systems and technologies (including, without limitation, information from the website and the mobile application, information concerning Company Data and data derived therefrom), and Company will be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Hubzu Platform and Services and for other development, diagnostic and corrective purposes in connection with the Hubzu Platform and Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 Customer agrees to adhere to Company's privacy policy in connection with its use of the Hubzu Platform, a copy of which can be found at: <https://www.altisource.com/Privacy-Policy> and the terms of the Data Processing Annex, a copy of which is attached hereto.

3.5 Each Party may from time to time provide the other Party with information or access to information concerning consumers. Each Party acknowledges that its right to use and re-disclose information concerning consumers' nonpublic personal and financial information is limited by the Gramm Leach Bliley Act

Financial Services Modernization Act, Title V of the Financial Services Modernization Act of 1999, P.L. 106-102, 113 Stat. 1138 (15 U.S.C. §§ 6801, 6809, 6821, and 6827) and its implementing regulations (16 C.F.R. Part 313) (the “GLBA”) and other federal and state laws and regulations regarding the privacy and the confidentiality of consumer records. To protect the privacy of information concerning consumers to extent said information is provided as a result of the Services described in this Agreement, each Party agrees to: (i) limit access to information concerning consumers nonpublic personal and financial information to individuals who have a need to know, but only to the extent such disclosure is reasonably necessary for the performance of such Party’s duties and obligations under this Agreement; (ii) use information concerning consumers’ nonpublic personal and financial information solely to carry out the purposes under this Agreement for which the information was disclosed and for no other purpose; and (iii) maintain the confidentiality of the information concerning consumers’ nonpublic personal and financial information and not directly or indirectly disclose same to any person or entity in violation of: (a) the GLBA, as the same may be amended from time to time, and (b) applicable federal and state laws and regulations regarding privacy.

4. PAYMENT OF FEES

4.1 Customer’s obligations with respect to any fees charged by Company or its affiliates in connection with the Hubzu Platform and the Services are set forth in Section 4.2 of this Agreement.

4.2 Customer acknowledges that the buyer of the Property shall be required to pay a buyer’s premium to Company or Company’s affiliate at closing. Customer shall require that the buyer’s premium be reflected on the settlement statement (e.g., Closing Disclosure or HUD-1) and be paid to Altisource or its affiliate as part of distribution of sale proceeds at closing. Customer shall ensure that the buyer’s premium is wired to the bank account designated by Company. Customer will notify Company in writing through the Hubzu Platform within two (2) business days of distribution of proceeds for any closed transaction.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement shall be effective for a period of one (1) year from the date of Company’s Approval, and shall be automatically renewed for additional periods of one (1) year (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term, provided however, that if the Term ends and one or more Properties are in the middle of an Auction Marketing Cycle, the Term shall be extended until the end of the last occurring Auction Marketing Cycle.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Company may terminate this Agreement upon ten (10) days’ prior written notice to Customer. Customer will ensure that all buyer’s premiums are paid in full for use of the Hubzu

Platform and receipt the Services up to and including the last day on which the Services are provided even if a Property is sold after termination of this Agreement. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5.3 In the event of expiration or termination of this Agreement or upon request of Company, Customer shall immediately destroy or return to Company, without retaining any copy thereof, all Company Proprietary Information, and any notes, extracts or other reproductions in whole or in part relating thereto, including, but not limited to, information stored electronically. Customer shall instruct its directors, officers, employees, invitees, agents or representatives to do the same. In the event of destruction, an officer of Recipient shall certify that all Proprietary Information has been destroyed.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Hubzu Platform and in a manner which minimizes errors and interruptions. The Hubzu Platform or the Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE HUBZU PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE INFORMATION PROVIDED AS A RESULT OF CUSTOMER’S USE OF THE HUBZU PLATFORM OR THE SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE HUBZU PLATFORM OR THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE HUBZU PLATFORM, THE SERVICES AND THE DATA PROVIDED THEREIN ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Customer shall indemnify, defend and hold Company harmless from liabilities in connection with third party claims arising from or related to Customer’s acts or omissions, negligence or breach of any of its obligations under this Agreement. Company shall hold Customer harmless from any third party claims resulting from the infringement by the Service of any United States trademark or copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing

obligations of Company do not apply with respect to portions or components of the Hubzu Platform or the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) that are combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Hubzu Platform or the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Hubzu Platform or the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Hubzu Platform or the Service, as the case may be, to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Hubzu Platform or the Service, as the case may be, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, PARENTS, SUBSIDIARIES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (I) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (II) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (III) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (IV) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and

obligations under this Agreement without consent of Customer. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested, in each case to the addresses set forth on the Hubzu Platform registration process, provided however, that any notices to Company must also be provided via e-mail to contractmanagement@altisource.com. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

[End of Terms and Conditions]

DATA PROCESSING ANNEX

1. **General.** This Data Processing Annex (“DPA”) is hereby incorporated as an attachment to the Agreement and is subject to all the terms and conditions of the Agreement. Capitalized terms not expressly defined here have the same meanings as in the Agreement.
2. **Definitions**
 - a. “Personal Data” as used in this DPA, means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - b. “GDPR” as used in this DPA, means the General Data Protection Regulation - Regulation (EU) 2016/679.
 - c. “CPA” as used in this DPA, means the Colorado Privacy Act.
 - d. “CPRA” as used in this DPA, means the California Consumer Privacy Act, as amended by the California Privacy Rights Act.
 - e. “VCDPA” as used in this DPA means the Virginia Consumer Data Protection Act.
 - c.
3. **GDPR Obligations.** The following obligations apply to the extent the processing of Personal Data contemplated in the Agreement is subject or otherwise covered by the GDPR. Capitalized terms used in this section that are not otherwise defined herein, shall have the meanings assigned to them under the GDPR:
 - a. Customer will provide Personal Data to Company, or instruct Company to collect or generate Personal Data, only to the extent permitted by, and in compliance with, the Agreement. To the extent the services provided by Company under the Agreement (the “Services”) involve processing of Personal Data under relevant Data Protection Laws, then the parties agree that: (i) Customer is the data controller; and (ii) Company is the data processor and will comply in all material respects with its obligations as a data processor under the Data Protection Laws. Customer notes that, in certain instances, Company will act as an independent controller, in particular for Services with specific local licensing requirements (the “Recipients”), the DPA will not apply to these situations.
 - b. Customer hereby instructs Company to collect and process the Personal Data in accordance with the Agreement or the instructions provided by Customer. Company will process the Personal Data only: (i) in accordance with the terms of the Agreement or such instructions; (ii) as needed to provide the Services; or (iii) as needed to comply with applicable law. Customer represents and warrants that it is authorized to enter into the Agreement and give its instructions to Company under the Data Protection Laws.
 - c. Company has implemented and will maintain appropriate technical and organizational security measures to protect Personal Data against: (i) unauthorized or unlawful processing; (ii) accidental or unlawful destruction; (iii) accidental loss or alteration; and (iv) unauthorized disclosure or access. Customer has the ability to view information on the security measures used by Company.
 - d. Company employees or representatives with access to the Personal Data will be subject to statutory or contractual obligations to protect, and keep confidential, such Personal Data.
 - e. Customer authorizes Company to: (i) commission the delivery of the Services, including the processing of Personal Data to its affiliates and/or third-party contractors (“Subprocessors”), (ii) revoke or appoint new Subprocessors; and (iii) transfer Personal Data to the United States and to other countries where Subprocessors or Recipients are established, including the United States. Customer also authorizes Company to transfer Personal Data based on Customer’s instructions or as necessary to deliver the Services. Company will secure such transfers through contractual data transfer instruments aligned on model clauses validated by the European Commission or by other lawful means, Customer (i) may be a beneficiary to such instruments; and (ii) authorizes Company to enter into such data transfer instruments with Subprocessors. Company can make available a list of Subprocessors to Customer, which list Customer understands is subject to change.
 - f. Upon termination or expiration of the Agreement, at the Customer’s written request, Company will delete or return the Personal Data to the Customer. Notwithstanding the foregoing, Customer hereby authorizes Company to retain back-up copies of Personal Data for Company’s archival, back-up and compliance purposes.
 - g. Company will provide Customer with reasonable access to its documentation in the event of an audit required by a government regulator, to the extent the audit is required for compliance with the GDPR.

Additionally, Customer may exercise its audit rights under applicable GDPR. The parties will mutually agree on the timing and scope of these audits, which will be: (i) carried out in such a way as to mitigate any disruption to Company's business and (ii) performed at Customer's sole expense.

4. CPRA, Obligations. The following obligations apply to the extent the processing of Personal Information contemplated in the Agreement is subject or otherwise covered by the CPRA. Capitalized terms used in this section that are not otherwise defined herein, shall have the meanings assigned to them under the CPRA.

a. The limited and specific purpose for Customer to disclose, transmit, or otherwise make available Personal Information under the Agreement is to procure Services from Altisource.

b. Altisource will comply with the applicable sections of the CPRA, including with respect to the Personal Information Altisource collected under the Agreement, providing the same level of privacy protection required by the CPRA.

c. Altisource shall not: (i) Sell or Share the Personal Information; (ii) retain, use, or disclose the Personal Information for any purpose other than for performing the Services, including to retain, use, or disclose the Personal Information for a commercial purpose other than providing its Services; (iii) retain, use, or disclose the Personal Information outside of the direct business relationship between the Altisource and Customer; (iv) combine the Personal Information with Personal Information received from other businesses or Collected directly from consumers, provided that Altisource retains the ability to combine Personal Information to perform any business purpose authorized by the CPRA. Altisource certifies that it understands and acknowledges the obligations included in this section and will comply with them.

d. Altisource will permit Customer, subject to previous agreement, to monitor Altisource's compliance with the Agreement through measures, including, but not limited to, ongoing manual reviews and automated scans and regular assessments, audits, or other technical and operational testing at least once every 12 months. The parties will mutually agree on the timing and scope of these exercises, which will be: (i) carried out in such a way as to mitigate any disruption to Altisource's business and (ii) performed at Customer's sole expense.

e. Altisource will require that any agent, including a subcontractor, to whom it provides such Personal Information agrees in writing to appropriate protections with respect to such Personal Information.

f. Altisource grants Customer the right, upon reasonable written notice, to take reasonable and appropriate steps to ensure that Altisource uses the Personal Information consistent with the CPRA.

g. Altisource will promptly notify Customer if Altisource makes a determination that it can no longer meet its obligations under the CPRA.

h. Altisource grants Customer the right, upon reasonable written notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of its Personal Information.

i. Upon the termination of the Agreement, upon the written request of Customer, Altisource agrees to promptly delete or return to Customer all copies of such Personal Information. Notwithstanding the foregoing, this requirement shall not apply to the extent Altisource is required by applicable law to retain some or all of the Personal Information.

5. VCDPA, Obligations. The following obligations apply to the extent the processing of Personal Data contemplated in the Agreement is subject or otherwise covered by the VCDPA. Capitalized terms used in this section that are not otherwise defined herein, shall have the meanings assigned to them under the VCDPA.

a. Altisource will require each person processing Personal Data to be subject to a duty of confidentiality with respect to the Personal Data.

b. Upon Customer's reasonable request, Altisource will make available all information in its possession necessary to demonstrate Altisource's compliance with its obligations under the VCDPA.

c. Altisource will allow, and cooperate with, reasonable assessments by ~~the~~ Customer or ~~the~~ Customer's designated assessor; alternatively, Altisource may arrange for a qualified and independent assessor to conduct an assessment of Altisource's policies and technical and organizational measures in support of the obligations under the VCDPA using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The Parties will mutually agree on the timing and scope of these exercises, which will be: (i) carried out in such a way as to mitigate any disruption to Altisource's business and (ii) performed at Customer's sole expense.

d. Altisource will require that any agent, including a subcontractor, to whom it provides such Personal Data agrees in writing to appropriate protections with respect to such Personal Data.

e. Upon the termination of the Agreement, upon the written request of Customer, Altisource agrees to promptly delete or return to Customer all copies of such Personal Data. Notwithstanding the foregoing, this requirement shall not apply to the extent Altisource is required by applicable law to retain some or all of the Personal Data.

6. CPA, Obligations. The following obligations apply to the extent the processing of Personal Data contemplated in the Agreement is subject or otherwise covered by the CPA. Capitalized terms used in this section that are not otherwise

defined herein, shall have the meanings assigned to them under the CPA.

a. Altisource will maintain appropriate technical and organizational security measures to protect Personal Data against: (i) unauthorized or unlawful processing; (ii) accidental or unlawful destruction; (iii) accidental loss or alteration; and (iv) unauthorized disclosure or access.

b. Upon Customer's reasonable request, Altisource will make available all information in its possession necessary to demonstrate Altisource's compliance with its obligations under the CPA.

c. Altisource will allow, and cooperate with, reasonable assessments by the Customer or ~~the~~ Customer's designated assessor; alternatively, Altisource may arrange for a qualified and independent assessor to conduct an assessment of Altisource's policies and technical and organizational measures in support of the obligations under the CPA using an appropriate and accepted control standard or framework and assessment procedure for such assessments. The parties will mutually agree on the timing and scope of these exercises, which will be carried out in such a way as to mitigate any disruption to Altisource's business.

d. Altisource will require that any agent, including a subcontractor, to whom it provides such Personal Data agrees in writing to appropriate protections with respect to such Personal Data. Customer remains entitled to object to the use of any particular subcontractor.

e. Upon the termination of the Agreement, upon the written request of Customer, Altisource agrees to promptly delete or return to Customer all copies of such Personal Data. Notwithstanding the foregoing, this requirement shall not apply to the extent Altisource is required by applicable law to retain some or all of the Personal Data.

[End of Data Processing Annex]