

CYBERHOMES™ Home Evaluation Broker Portal Services - Broker Order Form

Thank you for selecting Cyberhomes™ home evaluation broker portal services (the "Cyberhomes Portal"). In order to enroll your brokerage Company Main Office and respective Branch Offices as stated below in the Cyberhomes Portal to be provided by Fidelity National Real Estate Solutions, LLC ("FNRES") for display on the Cyberhomes.com™ home evaluation services website at www.Cyberhomes.com (the "Cyberhomes.com Website") and at or through your Company URL website ("Company Website") stated at registration, you must complete this Broker Order Form ("Order Form") by clicking "I Accept" below. By clicking "I Accept", Company is both (a) requesting Cyberhomes Portal services as set forth below and (b) agreeing to be bound by the Cyberhomes Portal Terms and Conditions attached hereto ("Portal Terms"). FNRES maintains termination rights as outlined in Section 2 of the Terms and Conditions below.

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS

Company hereby requests a subscription, starting on the Effective Date, to the Cyberhomes Portal services. The Effective Date shall be the date when Company clicks "I Accept" below. Provision of Cyberhomes Portal services to Company shall be as stated in this Order Form and in all relevant attachments and referenced documents, including without limitation the Portal Terms (collectively, the "Agreement"). This Agreement will automatically renew on an annual basis as stated in Section 2 of the Portal Terms unless written notice is received by FNRES at least thirty (30) days prior to the expiration of the current Annual Term. **FNRES MAKES NO WARRANTIES OF ANY KIND IN THE AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE CYBERHOMES PORTAL SERVICES AND THE CYBERHOMES.COM WEBSITE SERVICES. OTHER DISCLAIMERS ARE STATED IN SECTION 6 OF THE PORTAL TERMS. FNRES'S TOTAL LIABILITY BASED ON THIS AGREEMENT IS AS STATED IN SECTION 7 OF THE PORTAL TERMS, AND IN ANY EVENT IS LIMITED TO THE AMOUNT PAID BY COMPANY DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH AN ALLEGED BREACH OR DEFECT WAS OR REASONABLY SHOULD HAVE BEEN DISCOVERED.** FNRES shall, in addition to any other remedies that it may have, deactivate Company's subscription to the Cyberhomes Portal services without notice upon (1) any violation of the Portal Terms or of the Portal Website Terms of Use, or of any relevant Privacy Policy terms, or (2) any use of the Cyberhomes.com Website or Cyberhomes Portal that FNRES, in its sole discretion, deems or determines to be improper, harmful to the interests or property of FNRES, or of any Cyberhomes Portal subscriber or Cyberhomes.com Website visitor. Company hereby accepts the Agreement evidenced by clicking "I Accept" below of Company's duly authorized official. The electronic copy of this executed Order Form and attachments received by Company and FNRES shall be deemed an original of such document and the Agreement.

CYBERHOMES™ Home Evaluation Broker Portal Services - TERMS AND CONDITIONS

Company and Fidelity National Real Estate Solutions, LLC ("FNRES") have entered into an Agreement regarding Company's annual subscription to, and provision by FNRES of, Cyberhomes™ home evaluation broker portal services (the "Cyberhomes Portal") as further stated below. These Cyberhomes Portal services Terms and Conditions ("Portal Terms") are incorporated in, and form a part of, the Agreement, including without limitation (at Company's option) display of Company's real estate brokerage active listings ("Company's Listings") on the Cyberhomes.com™ home evaluation services website at www.Cyberhomes.com (the "Cyberhomes.com Website") and at or through Company's URL website ("Company Website"). All capitalized terms shall have the meaning stated herein, or other relevant document.

1. Cyberhomes Portal Services.

FNRES shall provide the following Cyberhomes Portal services to Company at Company's request: (a) create and support Company co-branded Cyberhomes.com home evaluation content, features and functionality for online display through a section of the Company Website, integrated with Company's Listings and compliant with Company's lead routing business practices as accepted by FNRES; and (b) advertise Company's Listings through online display at the Cyberhomes.com Website and through Cyberhomes Portal services provided to other real estate brokerage companies, including compliance with Company's lead routing procedures through prominent Company branding of Company's Listings and hyperlinks to the Company Website, each as further stated below and in the applicable Cyberhomes Portal Services - Practices and Procedures ("Portal Procedures") documents issued by FNRES.

2. Term of Agreement, Annual Term. The initial Annual Term and each renewal Annual Term (and related terms) shall be as stated above. In addition to any rights FNRES may have as stated herein, FNRES may terminate the Cyberhomes Portal services Agreement, in its sole discretion, at any time on thirty (30) days prior notice to Company. Company retains the right to stop sending data for display on the Cyberhomes Portal at any time.

3. Audit. Upon request, Company will allow FNRES to review or audit Company's records, files, processes and controls related to the terms of this Agreement during regular business hours on reasonable prior notice. Company will make its personnel and facilities available and otherwise cooperate reasonably in connection with any such review or audit and will promptly consider any reasonable process improvement suggested in such audit.

4. Grants of Rights. Subject to the terms of the Agreement, Company hereby grants FNRES the non-exclusive, transferable, assignable, royalty-free right and license to access, copy, store, process, use, display and publish the Company's Listings on the Company Website and on the Cyberhomes.com Website and through Cyberhomes Portal services provided to other real estate brokerage companies. Subject to the terms of the Agreement, FNRES hereby grants Company the non-exclusive, transferable, assignable, royalty-free right and license to display and publish, and to use any Intellectual Property (as that term is defined in Section 8, below) included in, the Cyberhomes.com Website strictly in accordance with relevant Portal Procedures, Cyberhomes.com Website Terms of Use and the terms set forth herein.

5. Company Representations, Warranties and Indemnities.

5.1 Company represents and warrants that: (a) Company shall comply, and shall cause each of its employees, brokers and agents to comply, with the terms of this Agreement including without limitation the Portal Procedures and all reasonable directions and instructions given by FNRES to Company from time to time in connection with use and display of Company's Listings and the Cyberhomes.com Website content, features and functionality hereunder; (b) Company shall maintain and update, at its own expense, Company's computer equipment, web browser, telecommunications, firewall and anti-virus software, and shall be solely responsible for the payment of other costs of using and displaying the Cyberhomes.com Website and maintaining adequate security and confidentiality as required by the Agreement; (c) Company has full right, title and authority to provide the Company's Listings to FNRES under the terms of this Agreement; (d) Company will reasonably assist FNRES, at FNRES' request, in receiving the Company's Listings; (e) Company shall comply with all displayed or stated terms regarding use of the Cyberhomes Portal services and Cyberhomes.com Website; and (f) Company shall use all Internet visitor lead generation and other potentially personally identifiable information provided to or received by Company hereunder or through provision of Cyberhomes Portal services or the Cyberhomes.com Website strictly in accordance with the then-current: (i) Cyberhomes.com Website Privacy Policy and (ii) Company Website Privacy Policy, as applicable, the terms of each of which are hereby incorporated by reference herein, provided that in the event of a conflict, the more stringent applicable terms shall apply.

5.2 Company shall defend, indemnify, keep and hold FNRES, its officers, directors, shareholders, employees, affiliates and agents, at all times harmless against any liability, loss, claim, penalty or damage (including without limitation

all attorneys' fees and related services) arising from or related (i) any unauthorized use of the Cyberhomes Portal services or Cyberhomes.com Website content, features and functionality provided hereunder, including Company's Listings included therein; (ii) the Company's Listings provided and licensed to FNRES for use and display hereunder, (iii) the Company Website other than the Cyberhomes Portal services or Cyberhomes.com Website content, features and functionality provided hereunder, or (iv) any breach of Company's representations, warranties, agreements, or obligations stated herein.

6. FNRES Disclaimers.

EXCEPT AS IS OTHERWISE EXPRESSLY STATED HEREIN, THE CYBERHOMES PORTAL SERVICES AND CYBERHOMES.COM WEBSITE SERVICES AND CONTENT ARE PROVIDED "AS IS" AND ALL USES THEREOF ARE AT THE RISK OF COMPANY AND ITS END USERS, AND FNRES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY COMPANY DUE TO ALLEGED OR ACTUAL DAMAGE, INTERRUPTION, OR OTHER MALFUNCTION OF THE COMPANY'S COMPUTER SYSTEM, NOR BY COMPANY OR ANY END USER ARISING FROM ACCESS TO OR USE OF THE CYBERHOMES PORTAL SERVICES OR CYBERHOMES.COM WEBSITE AS PROVIDED HEREUNDER. WITHOUT LIMITING THE DISCLAIMER IN THIS SECTION, FNRES DOES NOT WARRANT THAT THE OPERATION OF THE CYBERHOMES PORTAL OR CYBERHOMES.COM WEBSITE WILL BE ERROR FREE IN ALL CIRCUMSTANCES. NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL BE BINDING AS A WARRANTY.

7. LIMITATION OF LIABILITY.

7.1 IN NO EVENT WILL FNRES OR ANY ENTITY USED TO PROVIDE ACCESS TO THE CYBERHOMES.COM WEBSITE OR THE CYBERHOMES PORTAL SERVICES ("ACCESS PROVIDER") BE LIABLE TO COMPANY, ANY END USER, OR ANY OTHER THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT, THE TERMINATION OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF FNRES'S OBLIGATIONS HEREUNDER, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FNRES IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE AGGREGATE LIABILITY OF FNRES OR ANY ACCESS PROVIDER ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED AS STATED IN THE ORDER FORM. FOR PURPOSES OF THIS SECTION, THE TERM AGGREGATE LIABILITY WILL INCLUDE, WITHOUT LIMITATION, ATTORNEYS' FEES.

8. Use of FNRES Intellectual Property.

"Intellectual Property" means all current and future legal and/or equitable interests in copyrights, database rights, patents, software, designs, trade secrets, trademarks, domain names, proprietary information or other intellectual property rights wherever in the world enforceable (including but not limited to common law rights in relation to databases and whether registered or not). Except for the Company's Listings, ownership of all Intellectual Property appearing on the Cyberhomes.com Website is and shall remain vested in FNRES or FNRES' third party supplier, as applicable. The Cyberhomes.com Website Terms of Use govern permitted use by Company and by all Internet visitors of the Intellectual Property appearing on the Cyberhomes.com Website and the Company Website, and such terms are hereby incorporated by reference herein. Company may not use the mark "Cyberhomes" or "Cyberhomes.com", trademarks of FNIS Intellectual Property Holdings, Inc, except as specifically permitted. Any use of the Intellectual Property except as expressly permitted under the Cyberhomes.com Website Terms of Use or this Agreement shall be deemed a material breach of Company's obligations under this Agreement which may cause FNRES to suffer irreparable harm in an amount not easily ascertained. Company agrees that any breach of terms regarding Intellectual Property by Company, whether threatened or actual, will give FNRES the right to terminate this Agreement immediately, obtain equitable relief and pursue all other remedies FNRES may have at law or in equity. Company agrees and consents that, in addition to all the remedies provided at law or in equity, FNRES shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the terms regarding Intellectual Property. The existence of any actual or alleged claim, demand, action or cause of action by Company against FNRES shall not constitute a defense to the enforcement by FNRES of any of the terms stated herein.

9. General. If any provision of this Agreement is deemed by a court of competent jurisdiction to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The remedies provided herein shall be in addition to, and not in lieu of, any other remedy or recourse available to the FNRES or Company at law or in equity including without limitation the right to damages. No right or remedy set forth herein is exclusive of any other right or remedy but shall be in addition to every other right and remedy given under this Agreement now or hereafter at law or in equity. The Order Form, any attachments and these Portal Terms (including all referenced and related terms, rules and procedures) contains the entire agreement of the parties with respect to the Cyberhomes Portal services and Cyberhomes.com Website and supersedes and replaces any previous understanding or agreement, including amendments

thereto, oral or written, between FNRES and Company related thereto. This Agreement may only be amended in a writing signed by a duly authorized representative of Company and of FNRES. Notices shall be deemed given upon confirmed receipt via facsimile or courier, and if to Company addressed to the Broker/Company Owner at the address/facsimile number stated on registration, and if to FNRES addressed to the Executive Vice President, Fidelity National Real Estate Solutions, LLC, 2510 Red Hill Avenue, Santa Ana, CA 92705, fax 949-221-2569, with a copy to the General Counsel, Fidelity National Information Services, Inc., 601 Riverside Avenue, Jacksonville, FL 32204, fax 904-357-1077, which may be changed by a party upon notice to the other party. All other "General" terms stated in the Cyberhomes Website Terms of Use, including without limitation terms regarding applicable law, jurisdiction, venue and dispute resolution, shall apply to this Agreement as if fully set forth herein. If there is any conflict between the terms of this Agreement and the terms of the Cyberhomes Website Terms of Use, the terms stated in this Agreement shall govern and apply.