

# Industry Terms of Use

## 1. Agreement

This Applicant Agreement (“Agreement”) constitutes an agreement between You and State Regulatory Registry LLC (“SRR”) and governs Your use of this website and the various on-line software applications, materials and services provided by SRR, affiliates of SRR and third parties in connection therewith (referred to as the “Nationwide Mortgage Licensing System and Registry,” “NMLS” or the “System”). You must obtain a username and password and establish an account (“Your Account” or “Applicant’s Account”) in order to access the System. You are responsible for all access to and use of the System under Your username and password.

## 2. Definitions

The following terms have the meanings that follow when used in this Agreement:

The terms “Applicant,” “You” and “Your” as used in this Agreement mean you as an individual as well as any corporate or other legal entity on whose behalf you are acting.

The term “Applicant Data” as used in this Agreement means (i) the information submitted by Applicants or third parties in connection with an Application or in connection with the renewal or maintenance of a Mortgage License or a Registration, (ii) the information submitted by a depository institution that employs Registered Loan Originators and (iii) any updates to such information, whether permissive or required by law.

The term “Application” as used in this Agreement means an application for a Mortgage License or Registration as a Registered Loan Originator through NMLS.

The term “Licensor” as used in this Agreement means a third-party contractor who has granted SRR a license to software applications, materials, content or services used in the System. “Licensor” does not include the Applicant.

The term “Mortgage License” as used in this Agreement means any license, registration, certificate, designation or exemption or any similar form of authorization granted by a state agency for the purpose of authorizing activities in or relating to the business of mortgage brokering or lending in such state agency’s state. A “Registration” is not a “Mortgage License.”

The term “Registered Loan Originator” has the meaning set forth in the S.A.F.E. Mortgage Licensing Act of 2008 (Title V of Public Law 110-289).

The term “Registration” as used in this Agreement means registration as a Registered Loan Originator.

The term “Shared Information” as used in this Agreement means Applicant Data that is submitted via NMLS and accessible by all state agencies participating in NMLS or information

that is accessible by the federal banking agencies, the Farm Credit Administration and/or all state and federal agencies participating in NMLS.

The term “Third-Party Content Provider” as used in this Agreement means a party other than SRR, Applicant or another applicant whose information SRR makes available on the System.

### **3. General**

(A) This Agreement governs use by (i) Applicant and (ii) persons controlling, employed by or otherwise acting on behalf of Applicant, through Applicant’s Account, of NMLS. Your use of NMLS is conditioned upon Your acceptance, without modification, of all provisions of this Agreement. If You are acting as an agent or employee of another entity, You may only agree to this Agreement and establish an account if You have the legal power and authority to bind your principal or employer, as the case may be. Any information accessed, requested or provided through NMLS must be accessed, requested and used in accordance with this Agreement. SRR reserves any rights not expressly granted under this Agreement. **YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AND FULLY NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT CLICK “I AGREE” AND DO NOT USE THE SYSTEM.**

(B) Your Account is not transferable to any person or entity, as the case may be. Applicant is responsible for all use of Applicant’s Account (under any screen name or password) and for ensuring that all use of Applicant’s Account complies fully with this Agreement. The information provided through the System may be used only for Your own professional use and in accordance with this Agreement, and only for the following specifically identified purposes:

1. Submitting an Application for a Mortgage License or Registration on behalf of either Applicant or a person employed by Applicant.
2. Renewing, updating or maintaining a Mortgage License or Registration on behalf of either Applicant or a person employed by Applicant.
3. Communicating with SRR or a state agency.

(C) SRR grants to Applicant a non-exclusive license to access and use NMLS for the purposes described herein and for so long as Applicant complies with this Agreement.

(D) It is Your responsibility to manage Your account actively and to ensure that all information relevant to Applications for, and renewal, update or maintenance of, a Mortgage License or Registration is submitted, that all information submitted is current and correct, and that all deadlines are met. It is Applicant’s responsibility to become familiar with the policies and applicable laws of each state agency and federal agency to which Applicant chooses to submit an Application. In some circumstances, the relevant state agency or federal agency may request additional information about an Applicant and You may be asked as part of an Application or in connection with renewing, updating or maintaining a Mortgage License or Registration to give permission to disclose information to third parties; SRR will not be responsible for the accuracy

or content of any information You submit, nor for the use of Your information by any state agency or federal agency or third parties, whether or not NMLS facilitates the transmission of such permission or such information. SRR is not obligated to release to You or any other party any information maintained by a state agency or federal agency or pertaining to an Application, a Mortgage License or a Registration, without the consent of the relevant state and federal agency or agencies.

(E) Applicant acknowledges and agrees that (i) SRR is providing a service for the state agencies and federal agencies that participate in NMLS, (ii) SRR is not responsible for any decisions made by any state agency or federal agency in connection with any Application or any renewal, update or maintenance of a Mortgage License or Registration and that SRR has no authority to alter or waive any requirement of any participating state agency or federal agency, (iii) SRR's role in the collection and storage of information via NMLS does not mean that SRR is Your agent and (iv) SRR does not have any responsibility for such information or any use thereof by the state agencies, federal agencies or third parties other than as expressly set out in this Agreement.

(F) The System is operated within the United States of America. SRR makes no representation that the System is appropriate for use at locations outside the United States. Access to the System from jurisdictions where NMLS is illegal is prohibited. If You access the System from a location outside the United States, You are responsible for compliance with all local laws.

(G) SRR makes no guaranty regarding the future participation of any state agency or federal agency in NMLS.

(H) Applicant is responsible for protecting the confidentiality of login information (including without limitation usernames and passwords). You agree to notify SRR immediately if You become aware of the loss, theft or unauthorized use of Your password, or any unauthorized access to NMLS.

#### **4. Applicant Data**

(A) For purposes of this Agreement, Applicant Data that You submit or release to a state agency and/or federal agency during the pendency of an Application and during the period of licensure or Registration (e.g., for purpose of renewing, updating or maintaining a Mortgage License or Registration) will be considered to be under that state agency's and/or Federal agency's control. If You submit or release Applicant Data to more than one state agency or federal agency, then such data will be considered to be under the control of each such agency. SRR will not be required to correct or alter any Applicant Data unless all state agencies and/or federal agencies that have control of such data consent to such change.

(B) A state and/or Federal agency will, after expiration of the Mortgage License granted by such state agency or the expiration of a Registration, continue to have access to the Applicant Data.

(C) Every state agency participating in NMLS will have access to a subset of Mortgage License Applicant Data that is Shared Information. Every federal agency participating in NMLS will

have access to a subset of Registered Loan Originator Applicant Data that is Shared Information. Every state agency and federal agency participating in NMLS will have access to Applicant Data for Applicants that hold a Mortgage License and a Registration either concurrently or consecutively.

(D) SRR will retain all Applicant Data in NMLS for a minimum of five years after such time that the Applicant no longer holds a valid Mortgage License or maintains a Registration with NMLS.

(E) SRR may collect and manipulate Applicant Data for the sole purpose of disseminating Applicant Data aggregated on a regional or national level. SRR may also copy, process, store and distribute Applicant Data consistent with SRR's performance of its obligations to the state agencies and federal agencies participating in NMLS. Applicant Data may be checked against other state and federal regulatory agency databases, the Social Security Administration or financial services or securities industry self-regulatory organization databases, and Applicant Data may be shared with relevant state agencies and/or federal agencies and financial services or securities industry self-regulatory organizations. Applicant grants SRR the right to use Applicant contact information from time to time for the purposes of issuing communications concerning NMLS to Applicant.

(F) Applicant acknowledges and agrees that certain Applicant Data submitted via the System may be accessed publicly, including but not limited to:

- License # by jurisdiction
- License name by jurisdiction
- License status by jurisdiction
- Business Phone
- Business Fax
- Business E-Mail Address
- Web Address
- Other Names (other than legal name)
- Employment History
- Sponsorship of License (companies that have sponsored individuals)
- Disclosure questions

(G) SRR has no obligation with respect to any third party's use of data accessed via NMLS. SRR, or a state and/or federal agency controlling Applicant Data, may disclose Applicant Data in response to a request by law enforcement or by a legally sanctioned investigatory authority or otherwise through legal process or under law.

(H) In no event may [You use](#) Applicant Data obtained from NMLS ~~be used~~ for any purpose referenced in Section 603(d) of the Fair Credit Reporting Act (15 U.S.C. § 1681a(d)).

## 5. Changes

(A) SRR reserves the right to change this Agreement and other guidelines or rules posted on the System (including the [SRR Privacy Policy](#)) from time to time at its sole discretion, and will

provide notice of material changes to this Agreement at the resource center and an e-mail will be sent to account administrators. The most current form of these terms will always be available at <http://mortgage.nationwidelicensingsystem.org/about/policies/Pages/IndustryTermsofUse.htm>. Your use of NMLS constitutes Your acknowledgement and acceptance of the terms of this Agreement as they may exist at any time. You should periodically check the “Applicant Agreement” link on the home or login page to view the then-current terms.

(B) SRR has the right at any time without notice or obligation to Applicant to change or discontinue any aspect or feature of the System, including, but not limited to, functionality, content, hours of availability, and equipment needed for access or use.

(C) This Agreement may not be altered or amended orally.

## **6. Equipment**

Applicant is responsible for obtaining and maintaining all equipment required for access to and use of NMLS and all charges and costs related thereto. These equipment requirements are published on the Schedule of System Requirements (accessible at <http://mortgage.nationwidelicensingsystem.org/about/Pages/TechnicalRequirements.aspx>) and may be amended from time to time.

## **7. Applicant Conduct**

(A) Applicant may use the System for lawful purposes only. Applicant may not post or transmit through NMLS any material that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability to SRR or otherwise violate any law, or that, without SRR’s express prior written approval, contains advertising or any solicitation with respect to products or services. Any conduct by an Applicant that, in SRR’s sole determination, restricts or inhibits any other applicant from using or enjoying NMLS will not be permitted. Unless otherwise specifically set forth herein, Applicant may not use NMLS, or the content contained therein or obtained therefrom, to advertise or perform any commercial solicitation. In no event may You offer to others any content of any kind retrieved from NMLS. You agree that You will not use content of any kind retrieved from NMLS to develop or create a database to be sold, leased, furnished, licensed or made otherwise available (either commercially or free of charge). You agree that You will not use, or allow others to use, any data mining, robots, or similar data-gathering and extraction methods to monitor or copy NMLS in bulk, or to make voluminous, excessive or repetitive requests for information. You further agree that You will not use any device, software or routine to bypass any software or hardware that prohibits volume requests for information, You will not interfere with or attempt to interfere with the proper working of NMLS, and You will not take any action that imposes an unreasonable or disproportionately large load on the System.

(B) The System contains copyrighted material, trademarks and other proprietary information. SRR, the relevant state agencies and federal agencies or SRR’s Licensors own all copyright in

the selection, coordination, arrangement and enhancement of such information and data, as well as in some or all of the content original to it. NMLS contains links to and accesses proprietary databases of SRR and third parties and employs proprietary software of SRR and third parties. The software applications, materials or services accessible through NMLS are created by or on behalf of SRR, the state agencies and/or the federal agencies. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the software applications, materials or services hosted on or obtained from NMLS, in whole or in part. You may download content from the System, the state agencies and/or the federal agencies for Your personal and professional use only and only to the extent permitted by this Agreement. Except as otherwise expressly permitted by law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of SRR and, if applicable, the owner of any proprietary rights in such material. In the event of any permitted copying, redistribution or publication of content obtained from the System, no changes in or deletion of author attribution, trademark legend or copyright notice may be made. Applicant acknowledges that it does not acquire any ownership rights by downloading material from the System.

(C) Applicant may not upload, post or otherwise make available on the System any material protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by law rests with Applicant. Applicant will be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to NMLS, Applicant automatically grants to, or warrants that the owner of such material has expressly granted, SRR a royalty-free, perpetual, irrevocable, non-exclusive, unlimited right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright or other right that may exist in such material. Applicant hereby grants SRR the rights to edit, copy, publish and distribute any material made available on NMLS by Applicant.

(D) The foregoing provisions of Section 7 are for the benefit of SRR, its affiliates and its Third-Party Content Providers and Licensors and the state agencies and federal agencies participating in NMLS, and each will have the right to assert and enforce such provisions directly or on its own behalf.

## **8. Disclaimer of Warranty; Limitation of Liability**

(A) USE OF THE SYSTEM IS AT APPLICANT'S SOLE RISK. SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN NMLS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS MAKE NO WARRANTY (i) THAT NMLS WILL BE UNINTERRUPTED OR ERROR-FREE; (ii) AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF NMLS OR (iii) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MATERIALS PROVIDED THROUGH NMLS.

(B) NMLS IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION BY VIRTUE OF THE LAWS APPLICABLE TO THIS AGREEMENT.

(C) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. APPLICANT SPECIFICALLY ACKNOWLEDGES THAT SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN NMLS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER APPLICANTS OR ANYONE ELSE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH APPLICANT.

(D) IN NO EVENT WILL SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN NMLS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING NMLS OR SOFTWARE UNDERLYING NMLS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE NMLS. APPLICANT HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION APPLY TO ALL CONTENT ON, AND SERVICES PROVIDED THROUGH, NMLS.

IN ADDITION TO THE TERMS SET FORTH ABOVE, SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN NMLS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN NMLS, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE APPLICANT, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY OR FOR ANY DISCIPLINARY OR REGULATORY ACTION TAKEN THEREUPON. SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN NMLS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE,

INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES. SRR, ITS AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, LICENSORS AND THE STATE AGENCIES AND FEDERAL AGENCIES PARTICIPATING IN NMLS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS DO NOT WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF INFORMATION AVAILABLE THROUGH NMLS.

(E) The foregoing provisions of Section 8 are for the benefit of SRR, its affiliates and its Third-Party Content Providers and Licensors and the state agencies and federal agencies participating in NMLS, and each will have the right to assert and enforce such provisions directly or on its own behalf.

## **9. Monitoring**

SRR has the right, but not the obligation, to monitor the content of the System, including chat rooms and forums, to determine compliance with these terms and any other rules established by SRR and to satisfy any law, statutes, regulation rules, guidelines or authorized government request. SRR has the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on NMLS. Without limiting the foregoing, SRR has the right to remove any material that SRR, in its sole discretion, finds to be in violation of these terms.

## **10. Indemnification**

Applicant agrees to defend, indemnify and hold harmless SRR, its affiliates, Third-Party Content Providers, Licensors and the state agencies and federal agencies participating in NMLS and their respective directors, officers, employees and agents from and against all claims, fees, costs and expenses, including attorneys' fees, arising out of or in connection with Applicant's Account or the use of the System by Applicant.

## **11. Termination**

SRR has the right to immediately terminate Applicant's Account in the event of any conduct by Applicant which SRR, in its sole determination, considers to be unacceptable, or in the event of any breach by Applicant of this Agreement. The provisions of Sections 3, 4, 7, 8, 10 and this Section 11 will survive such termination. If You breach any of the terms of this Agreement, SRR may disable Your Account and terminate Your access to, participation in and use of NMLS and require You to immediately destroy any materials downloaded or printed from NMLS in violation of this Agreement.

## **12. Trademarks**

"SRR", "NMLS" and associated logos are trademarks and/or service marks of SRR. All rights reserved.

## **13. Third-Party Content**

(A) Use of some third-party materials included on the System may be subject to other terms and conditions typically found in a separate license agreement or “Read Me” file located near such materials. SRR is a distributor (and not a publisher) of content supplied by Third-Party Content Providers and applicants. Accordingly, SRR has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, applicants or any other user of NMLS are those of the respective author(s) or distributor(s) and not of SRR. Neither SRR nor any Third-Party Content Provider guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 8 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.)

(B) In many instances, the information available through NMLS represents the opinions and judgments of the respective Third-Party Content Provider, applicant, or other user not under contract with SRR. SRR neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on NMLS or the software applications, content or services accessible through NMLS. Under no circumstances will SRR, its affiliates, Third-Party Content Providers, Licensors and the state agencies and federal agencies participating in NMLS and their respective directors, officers, employees and agents be liable for any loss or damage caused by Applicant’s reliance on information obtained through NMLS. It is the responsibility of Applicant to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through NMLS. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

(C) The System may contain hyperlinks to websites operated by persons or entities other than SRR. Such hyperlinks to other websites, whether to a home page or some other page on a website, are provided for Applicant’s reference and convenience only. Applicant agrees not to hold SRR, its affiliates, Third-Party Content Providers, Licensors and the state agencies and federal agencies participating in NMLS and their respective directors, officers, employees and agents responsible for the content or operation of such websites. A hyperlink from this website to another website does not imply or mean that SRR endorses the content on that website or the operator or operations of that website. You are solely responsible for determining the extent to which You use any content at any other websites to which the System links.

#### **14. Privacy and Breach Notification**

Applicant Data that You submit to a state agency or federal agency will be subject to the public information, privacy and breach notification laws and policies of such agency.

#### **15. Digital Millennium Copyright Act of 1998 (“DMCA”) Policy: Copyrights and DMCA Copyright Agent**

SRR respects the rights of all copyright holders and in this regard, SRR has adopted and implemented a DMCA Policy, which provides for the termination of Applicants’, users’ and other Account holders’ rights to access NMLS in appropriate circumstances (e.g., repeat infringement).

## 16. Miscellaneous

(A) (1) Any dispute between You and a state agency and/or federal agency must be resolved with that agency and not SRR.

(2) Unless specifically provided otherwise herein, all notices and communications to You from SRR hereunder will be made by registered or certified mail, fax or e-mail, using the contact information provided by You, or at Your login page and will be deemed to have been duly given and made when sent to You or when You log in to the System, as applicable.

(3) All notices and communications to SRR hereunder must be in writing and will be deemed to have been duly given and made when received if (i) served by personal delivery upon SRR, (ii) delivered by registered or certified mail, return receipt requested, to 1155 Connecticut Avenue, N.W., 5th Floor, Washington, D.C. 20036-4306, Attention: SRR President and CEO, (iii) sent by fax to (202) 296-1928, Attention: SRR President and CEO or (iv) sent by e-mail to SRRnotifications@csbs.org, provided that receipt of the fax or e-mail notice or communication is promptly confirmed by telephone confirmation thereof.

(B) All use of the System and the export, re-export or distribution of SRR software products are subject to U.S. economic sanction laws and regulations administered by the U.S. Treasury Office of Foreign Assets Control and other agencies, including the Office of Export Enforcement of the Department of Commerce. These agencies maintain and update lists of prohibited countries and individuals and administer sanctions against U.S. corporations and individuals conducting business with designated entities.

(C) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

(D) This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws rules. The parties hereto agree that the jurisdiction for any claim brought under this Agreement will be the County of Arlington, Virginia. The parties hereto expressly waive any right to a jury trial.

(E) No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

(F) If any of these terms, or the application thereof to any individual, entity or circumstance, is deemed to any extent be invalid or unenforceable, the remainder of these terms, or the application of such terms or provisions to persons or circumstances other than those as to which they are invalid or unenforceable, will not be affected thereby, and each term and provision of these terms will be valid and enforceable to the fullest extent permitted by law.

(G) Except as otherwise set forth in this Agreement, no third party will be entitled to enforce these terms against the respective parties as third-party beneficiaries thereof.

(H) The section headings used herein are for convenience only and are not be given any legal import.

(I) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. Applicant may not assign any of its rights or delegate any of its obligations under this Agreement, other than to an affiliate, without the prior written consent of SRR.