



## NMLS B2B ACCESS<sup>SM</sup> Subscription Agreement

This Subscription Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the State Regulatory Registry LLC, a District of Columbia limited liability company located at 1300 I Street NW, Suite 700 East, Washington D.C. 20005 ("SRR"), and \_\_\_\_\_, located at \_\_\_\_\_ ("Subscriber," and together with "SRR," the "Parties").

**Whereas** SRR collects, compiles, organizes, indexes, digitally converts and maintains regulatory information from registered and licensed persons, registered firms, government agencies and other sources and maintains information in the proprietary Nationwide Multistate Licensing System and Registry ("NMLS"), a system owned and operated by SRR;

**Whereas** SRR, through NMLS Consumer Access<sup>SM</sup> as permitted under the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (12 U.S.C. 5101 et seq.) ("SAFE Act"), currently makes a subset of this information publicly available to individual consumers;

**Whereas** Subscriber seeks to obtain information available through NMLS Consumer Access<sup>SM</sup> in an electronic format on a subscription basis through NMLS B2B ACCESS<sup>SM</sup>;

**Whereas** Subscriber will utilize the information obtained through NMLS B2B ACCESS<sup>SM</sup> for the following purpose ("Permitted Use"), which has been approved by SRR in accordance with the NMLS B2B ACCESS<sup>SM</sup> program: **[FILL IN from APPLICATION]**

**Now therefore**, in consideration of the premises and mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

### 1. Definitions.

- i. "Affiliate" means any current or future entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, an entity or that is a successor (whether by change of name, dissolution, merger, consolidation, reorganization or otherwise) to any such corporation or its business and assets.
- ii. "Control" means the possession, directly or indirectly, of the power to direct, power to vote, or cause the direction of, the management and policies of an entity through the ownership of voting securities.
- iii. "End User" means an individual or entity (i) determined by Subscriber to have a legitimate need to use Subscriber's products and who has reasonably been approved by Subscriber as a qualified recipient of Subscriber's products and/or services, and (ii) that has signed an agreement with substantially similar terms to those in this

Agreement.

- iv. “Permitted Users” means (a) Subscriber and (b) End Users. Permitted Users does not include the Subscriber’s Affiliates.
- v. “Public Use Information” means information available to individual consumers through NMLS Consumer Access<sup>SM</sup> and to Subscriber through NMLS B2B ACCESS<sup>SM</sup>.
- vi. “Renewal Date” means the date twelve (12) months from the later of (a) the Effective Date or (b) the date on which this Agreement is renewed pursuant to Section 25.
- vii. “Service” means the access to Public Use Information provided to Subscriber pursuant to the terms of this Agreement.

## 2. Terms of Service.

- i. Access to Services. Following the Effective Date and for so long as Subscriber has paid the fee(s) described in Section 24, SRR will provide Subscriber with password protected access to NMLS B2B ACCESS<sup>SM</sup> through a secured web page from which Subscriber will be able to access the Service.
- ii. Content Available. The Public Use Information that Subscriber will be able to access through the Service as described in NMLS B2B ACCESS<sup>SM</sup> data specification as amended and available on the NMLS Resource Center ([www.nmls.org](http://www.nmls.org)) (the “data specification”). Subscriber acknowledges that the data specification may be subject to change, without notice to Subscriber, and at the sole discretion of SRR.

## 3. Terms of Use.

- i. Subscriber’s use of the Service and the Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> is conditioned upon Subscriber’s acceptance, without modification, of all terms and conditions of this Agreement. Any Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> must be accessed, requested, and used by Subscriber and all Permitted Users only in the United States and in accordance with the terms and conditions specified in this Agreement. SRR reserves any rights not expressly granted under this Agreement. Additionally, SRR reserves the right, at its sole discretion, to modify the terms and conditions for use of the Public Use Information at any time.

- ii. Permitted Uses. Permitted Users may only use the Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup> for the Permitted Use detailed above.

Any use of the Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup> not expressly set forth in the Permitted Use is prohibited. In addition, in no event may such Public Use Information be used by any Permitted User for any purpose referenced in Section 603(d) of the Fair Credit Reporting Act (15 U.S.C. § 1681a(d)).

- iii. Non-Solicitation. Subscriber agrees that it will not use the Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup> for purposes of soliciting or marketing to licensed or registered persons or companies for any purpose, commercial or otherwise.

- iv. Compliance with Laws. Subscriber and its Permitted Users shall comply with all laws applicable to the use of the Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup>, including as set forth in Section 7 (Information and Data Ownership).
- v. Compliance with NMLS Consumer Access<sup>SM</sup> Terms of Use. If, during the term of this Agreement, any Permitted User violates the NMLS Consumer Access<sup>SM</sup> Terms of Use (as amended and available on [nmlsconsumeraccess.org](http://nmlsconsumeraccess.org)) when using NMLS Consumer Access<sup>SM</sup>, such violation shall be deemed a violation of this Agreement by Subscriber. Such violation shall result in immediate termination of Subscriber's right under this Agreement to access Public Use Information through NMLS B2B ACCESS<sup>SM</sup> and shall result in Subscriber's forfeiture of any fees paid.
- vi. Subscriber acknowledges and agrees that, during the term of this Agreement, any Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup> or through NMLS Consumer Access<sup>SM</sup> will be deemed to have been accessed through NMLS B2B ACCESS<sup>SM</sup> pursuant to the terms of this Agreement and not through NMLS Consumer Access<sup>SM</sup>.
- vii. Subscriber shall be liable to SRR for End Users' failure to use Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup> in a manner consistent with the terms of this Agreement.
- viii. Subscriber shall exercise appropriate data retention practices and accordingly shall not retain information accessed through NMLS B2B ACCESS<sup>SM</sup> longer than necessary to achieve the Permitted Use. Subscriber shall warrant that its Permitted Users will follow such practices as well.

#### 4. Use Limitations.

- i. Subscriber Limitations.
  - a) Access and Distribution. Subscriber (a) shall not provide the Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup> to any person or entity other than End Users, (b) shall limit the use and dissemination of the Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup> solely to use(s) set forth in Section 3(ii) and (c) shall not provide access outside the United States to Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup>. Subscriber shall not duplicate, download, publish, publicly display, modify or otherwise distribute the Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> for any purpose other than as expressly permitted by this Agreement. Subscriber shall not make any of the Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> available to the general public except pursuant to the requirements and limitations of Section 4 ("Use Limitations"). Subscriber shall not (a) reproduce, retransmit, republish, distribute or otherwise transfer for commercial purposes any Public Use Information that Subscriber accessed through

NMLS B2B ACCESS<sup>SM</sup>, except to End Users. Subscriber shall not make Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> available in bulk format no matter the recipient.

- b) Access by Affiliates. As noted in Section 1 (iv) and this Section 4(i), Subscriber may not provide Public Use Information covered by this Agreement to any of its Affiliates.

ii. Permitted Users Limitations. Subscriber warrants that its Permitted Users are subject to the following limitations:

- a) Non-Solicitation. Permitted Users will not use the Public Use Information accessed by Subscriber through NMLS B2B ACCESS for purposes of soliciting or marketing to licensed or registered persons or companies for any purpose, commercial or otherwise.
- b) Re-sale Prohibition. Except as provided in Section 4(i)(a), Permitted Users will not re-sell the Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup>.
- c) Publication and Attribution. Reference by any Permitted User to Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> or to information or data derived from such Public Use Information, in any published materials shall require prior written permission from SRR and must include attribution to NMLS Consumer Access as the source. Subscriber's acceptance and signature of this Agreement DOES NOT constitute such prior written permission. "Published materials" includes material published in print, electronic media, and otherwise made available to individuals other than Permitted Users. In addition to following the procedures outlined in this section 4(ii)(c), any research materials, including white papers, thesis reports, academic publications and similar research publications, must be provided to SRR in their final form.

5. **Changes in Use or Access.** SRR may, at any time upon written notice, impose restrictions and prohibitions on Subscriber's use of Services and Permitted Users' use of the Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup>.
6. **No Rights Granted.** Access to Public Use Information through NMLS B2B ACCESS<sup>SM</sup> does not transfer to any Permitted User any rights in NMLS, NMLS Consumer Access<sup>SM</sup>, NMLS B2B ACCESS<sup>SM</sup> or related technologies and data.
7. **Information and Data Ownership.** The Public Use Information accessed and used by Subscriber through NMLS B2B ACCESS<sup>SM</sup> is the property of the governmental agency(ies) furnishing such Public Use Information through NMLS. Subscriber acknowledges and agrees that the provision of Public Use Information to SRR through NMLS is subject to termination without notice during the term of this Agreement and without any liability to SRR in the event that the agreement(s) between SRR and a provider of Public Use Information ends or is terminated for any reason. In addition to the terms and conditions in this Agreement, the use of the Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> may be further restricted by federal law(s) and/or the law(s) of certain state(s). Subscriber

agrees that it is Subscriber's responsibility to be aware of, understand and comply with any and all applicable laws and regulations governing the use of any data and information accessed through NMLS B2B ACCESS<sup>SM</sup>. Subscriber shall notify SRR of any threatened, suspected or actual infringement thereof in a timely manner and in accordance with the notice requirements below.

- 8. No Waiver.** SRR's provision of the Service does not constitute a waiver of any of SRR's rights, privileges or immunities with respect to the furnishing of disciplinary or registration information.

**9. Performance.**

- i. SRR will use commercially reasonable efforts to deliver the Service; provided, however, that Subscriber acknowledges and accepts that the Service and all Public Use Information is "AS IS". SRR is not responsible for making any alterations or modifications to the Service other than those deemed by SRR, at SRR's sole discretion, to be necessary and appropriate. Subscriber acknowledges that SRR makes no warranties or representations of any kind, and disclaims liability to any person for any actions taken or omitted with respect to NMLS B2B ACCESS<sup>SM</sup> and any Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup>. SRR is not responsible for and cannot verify the Public Use Information and does not warrant or guarantee, or make representations with respect to, the accuracy, timeliness, reliability or completeness of the Public Use Information.
- ii. Force Majeure. SRR is not liable to Subscriber for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency order, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, to the extent any such delay or interruption in performance is beyond SRR's reasonable control.

**10. Subscriber Information Security Obligations.**

- i. Subscriber agrees to take appropriate measures to protect against the unauthorized access and use of the Public Use Information accessed by Subscriber through NMLS B2B ACCESS<sup>SM</sup> including unauthorized access through or to Subscriber's user names or passwords ("Account IDs").
- ii. Subscriber agrees that, in the event that unauthorized use or access described in Section 10(i) is suspected or discovered by SRR or a Permitted User, Subscriber will commence an investigation immediately and within two (2) business days thereof notify SRR that such suspected or discovered use or access has been confirmed and cured, or confirm that such unauthorized use or access had not occurred. If Subscriber requires additional time to investigate, confirm and/or cure any such suspected or discovered use or access, SRR will work with Subscriber to establish a mutually agreeable time period. If Subscriber fails to commence an investigation immediately, inform SRR within

two (2) business days thereof of the outcome of the investigation, or request a mutually agreed upon extension of time to respond, SRR may temporarily suspend provision of the Services with no refund of subscription fees paid until such time that Subscriber completes an investigation and confirms that such suspected or discovered use or access has been cured or confirms that such use or access had not occurred. Subscriber and SRR agree to cooperate fully with any and all investigations, and Subscriber agrees to disclose to SRR details of any investigation and findings.

#### **11. Security Event.**

- i. In the event a Permitted User becomes aware of or suspects any NMLS data, including Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup>, has been used, disclosed or accessed by an unauthorized party as a result of an act or omission of a Permitted User, including by Subscriber's employees, directors, officers, agents, representatives, independent contractors or any third party engaged by Subscriber (a "Security Event"), Permitted User shall immediately notify SRR, investigate in coordination with SRR, and keep SRR informed of the status and findings of the investigation.
- ii. In the event of a Security Event potentially involving non-public personally identifiable information ("PII", e.g., social security numbers, driver's license numbers or dates of birth) that may have been combined with or associated with Public Use Information accessed or used by Subscriber through the Service, Subscriber shall:
  - a) Notify SRR immediately,
  - b) Coordinate notification to appropriate State or Federal agency(ies) with SRR,
  - c) After consultation and in coordination with SRR, notify the individuals whose information was disclosed that a Security Event has occurred, and Be responsible for any other legal obligations arising under applicable law in connection with such a Security Event.

**12. Audits.** In order to ensure Permitted Users' compliance with applicable law, SRR policies and this Agreement, SRR may conduct periodic reviews of Subscriber activity and may, at SRR's discretion, contact Subscriber to obtain documentation supporting the reason for specific transactions. SRR may conduct such audits as frequently as once every 12-month period described in Section 25 (Term and Renewal) of this Agreement. SRR will make reasonable efforts to conduct such audits in manner that minimizes disruptions to Subscriber's normal business operations. Subscriber agrees to cooperate fully with any and all audits. In the event SRR discovers any non-compliance with applicable law, SRR policies and/or this Agreement, as determined by SRR in SRR's reasonable discretion, SRR may immediately suspend and/or terminate this Agreement.

**13. Subscriber Account Maintenance.** Subscriber shall manage all Account IDs and notify SRR promptly if any Account ID becomes inactive, invalid or compromised (as further addressed above). In a commercially reasonable manner, Subscriber shall follow the policies and procedures of SRR with respect to account maintenance as same may be communicated to Subscriber from time to time.

- 14. Indemnification.** Subscriber hereby agrees to protect, indemnify, defend and hold harmless SRR and SRR's Affiliates, employees, directors, officers, agents and representatives from and against any and all costs, claims, demands, damages, losses and/or liabilities (including attorneys' fees) in an amount up to \$5 million (\$5,000,000.00) per claim arising from, or in any way related to, a Security Event or a Permitted User's use of Public Use Information (or to any third party receiving such information from or through Subscriber) accessed through NMLS B2B ACCESS<sup>SM</sup>. SRR shall have the right to handle the defense and settlement of any third-party claim arising from, or in any way related to, a Permitted User's use of Public Use Information (or to any third party receiving information from or through Subscriber) accessed through NMLS B2B ACCESS<sup>SM</sup>, using counsel of SRR's own choosing.
- 15. Remedies.** The parties acknowledge that any breach of this Agreement by Subscriber or Permitted Users may cause substantial and irreparable harm to SRR and NMLS for which an award of monetary damages would be an inadequate remedy. Accordingly, in the event of any such breach or threatened breach, the Parties agree that, in addition to all other rights and remedies available to SRR at law and in equity, SRR will have the right to injunctive relief against such breach or threatened breach. Subscriber hereby waives any requirements for the securing or posting of any bond in connection with such injunctive relief. All rights and remedies provided to SRR in this Agreement are cumulative and are in addition to, and not in lieu of, SRR's rights and remedies at law and in equity.
- 16. Entire Agreement.** This Agreement and any Addenda, Exhibits or Attachments contain the entire and only agreement between Subscriber and SRR regarding the subject matter hereof, supersedes any prior agreements on this subject, and merges herein any and all prior and collateral representations, warranties, promises and conditions. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.
- 17. Governing Law; Forum; Waiver of Jury.** This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law rules that would refer such matter to another jurisdiction. Subscriber also agrees that any claim brought under this Agreement against SRR may be commenced only in the County of Arlington, Virginia. THE PARTIES HERETO CONSENT TO WAIVE ANY RIGHT TO A JURY TRIAL.
- 18. Waiver.** To be valid, a waiver of any provision must be in writing and signed by both of the Parties. A valid waiver of any provision of this Agreement is not a waiver of any other provision of the Agreement.
- 19. Non-Assignment.** This Agreement, and the rights and obligations of the parties created hereunder, is not assignable, transferable, or delegable by Subscriber without the prior written consent of SRR, which consent may be granted or withheld at SRR's sole discretion.
- 20. Construction and Severability.** The captions of Sections in this Agreement are inserted only as a



matter of convenience and do not define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. All references in this Agreement to the singular shall include the plural where applicable. The Parties acknowledge that this Agreement has been prepared and drafted through the efforts of the Parties. The Parties further agree that in the interpretation, construction, and enforcement of the terms and conditions of this Agreement, the rule of construction that vague and ambiguous terms are to be construed against the drafting party does not apply. If any provision, or a portion of any provision, of this Agreement, or its application, are held for any reason to be invalid, illegal or unenforceable, such invalidity or illegality or unenforceability will not affect any other provisions of this Agreement. Instead, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

**21. Survivability.** Sections 1 (Definitions), 3 (Terms of Use), 4 (Use Limitations), 6 (No Rights Granted), 7 (Information and Data Ownership), 8 (No Waiver), 9 (Performance), 10 (Subscriber Information Security Obligations), 11 (Security Event), 14 (Indemnification), 15 (Remedies), 16 (Entire Agreement), 17 (Governing Law; Forum; Waiver of Jury), 20 (Construction and Severability), 21 (Survivability), and 23 (Disclaimer of Representations and Warranties; Limitation of Liability) shall survive termination of the Agreement.

**22. NMLS B2B ACCESS<sup>SM</sup> Policies and Procedures.** Subscriber acknowledges that it has reviewed the NMLS B2B ACCESS<sup>SM</sup> Policies and Procedures Guide attached as Exhibit A and that all Permitted Users involved in the use of NMLS B2B ACCESS<sup>SM</sup> and the Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> shall be advised regarding the policies, procedures and other material contained therein. Subscriber shall use best efforts to assure that Permitted Users are knowledgeable about and follow the Policies and Procedures Guide, including the provisions concerning compliance with applicable laws. The Policies and Procedures Guide may be revised at the discretion of SRR without prior notice to the Subscriber other than delivery of a copy of the revised Policies and Procedures Guide or revisions to the then-current Policies and Procedures Guide within a reasonable time period prior to any revision's effective date.

**23. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY.** NEITHER SRR NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SRR DOES NOT REPRESENT OR WARRANT THAT (A) THE PUBLIC USE INFORMATION WILL BE ACCURATE, TIMELY, RELIABLE OR COMPLETE, OR FREE FROM MISTAKES OR ERRORS OR (B) THAT THE OPERATION OR AVAILABILITY OF NMLS B2B ACCESS<sup>SM</sup> WILL BE UNINTERRUPTED OR ERROR-FREE. PERMITTED USERS ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE PUBLIC USE INFORMATION. NONE OF SRR AND ANY AFFILIATE OF SRR AND ANY SUPPLIER THEREOF SHALL BE LIABLE FOR ANY LOSS OF INCOME, GOOD WILL, REVENUE OR PROFITS, TRADING LOSS, WORK STOPPAGE, DATA LOSS, FAILURE TO REALIZE EXPECTED SAVINGS OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, THIRD-PARTY OR INDIRECT DAMAGES, REGARDLESS OF WHETHER SRR OR ANY AFFILIATE OF SRR HAS



BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER AGREES THAT IT SHALL NOT, UNDER ANY CIRCUMSTANCES, SEEK FROM, REQUEST OR APPLY TO, ANY COURT FOR PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING FINES, PENALTIES AND ATTORNEYS' FEES). SUBSCRIBER AGREES THAT SRR'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES TO SUBSCRIBER ARISING OUT OF ANY ACTS OR OMISSIONS BY SRR OR ITS AFFILIATES IN CONNECTION WITH ANYTHING TO BE DONE HEREUNDER, REGARDLESS OF THE CAUSE OR CAUSES OF SUCH LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, AND INCLUDING ANY ATTORNEYS' FEES OR LEGAL COSTS OR OTHER EXPENSES INCURRED BY SUBSCRIBER AS TO WHICH SUBSCRIBER IS SEEKING TO HOLD SRR LIABLE, SHALL NOT EXCEED \$10,000. SUBSCRIBER COVENANTS AND AGREES THAT IT WILL NOT SEEK TO HOLD SRR LIABLE FOR A GREATER AMOUNT. SRR IS NOT LIABLE OR RESPONSIBLE FOR ANY COMMUNICATION FAILURE OR INTERRUPTION IN THE SERVICE CAUSED BY SUBSCRIBER OR A THIRD- PARTY COMMUNICATIONS PROVIDER. Subscriber acknowledges that the limitations of liability in this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which SRR would not have entered into this Agreement. SRR's pricing of the Services reflects this allocation of risk and the limitation of liability specified herein.

- 24. Subscription Fees and Payment.** Subscriber agrees to pay State Regulatory Registry LLC the following non-refundable fees:

Subscription Frequency	Fee	Payment Due Date

All amounts payable under this Agreement are exclusive of tax, and Subscriber will pay or reimburse SRR for all value-added, sales and use taxes, and all other mandatory payments to government agencies of whatever kind imposed with respect to products or services provided by SRR under this Agreement. If a transaction or Subscriber is exempt from tax, Subscriber will provide SRR with evidence of such exemption in form acceptable to SRR. If Subscriber is required by law to deduct or withhold any taxes, levies, imposts, fees, assessments, deductions or charges from or in respect of any amounts payable hereunder to SRR, (a) Subscriber shall pay the relevant taxation authority the minimum amounts necessary to comply with the applicable law, (b) Subscriber shall make such payment prior to the date on which interest or penalty is attached thereto and (c) the amounts payable hereunder shall be increased as may be necessary so that after Subscriber makes all required deductions or withholdings, SRR shall receive amounts equal to the amounts it would have received had no such deductions or withholdings been required. Payment of invoices by Subscriber is due thirty (30) days from the date of invoice. If payments are more than thirty (30) days past due, SRR may, after notice to Subscriber and a fifteen (15) day period to make such payment, terminate or suspend this Agreement. Subscriber is responsible for payment of all reasonable collection costs and attorneys' fees incurred by SRR through its efforts to collect on undisputed balance(s) owed by Subscriber. SRR reserves the right to change subscription fees at any time and without notice.

- 25. Term and Renewal.** This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, shall continue for a period of 12 months. Unless Subscriber has provided SRR with thirty (30) days' notice prior to the next Renewal Date, this Agreement shall automatically renew for a new 12-month term commencing on such Renewal Date.
- 26. Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice to the other at any time and for any reason or no reason whatsoever. Upon termination under this section or under any other provision of this Agreement, Subscriber shall immediately return or destroy any Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> and Subscriber shall also be responsible for ensuring that all Permitted Users immediately return or destroy any Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup>. Subscriber shall provide SRR with written confirmation that all Public Use Information accessed through NMLS B2B ACCESS<sup>SM</sup> has been returned or destroyed. Upon termination or expiration of this Agreement under this section or any other provision of this Agreement, Subscriber shall not be entitled to a refund of any fees paid to SRR as of the date of expiration or termination.
- 27. Termination for Non-Compliance.** Subscriber's failure to comply with any of the terms, conditions, or requirements of this Agreement shall result in immediate termination of Subscriber's right under this Agreement to access Public Use Information through NMLS B2B ACCESS<sup>SM</sup> and shall result in Subscriber's forfeiture of any fees paid.
- 28. Notices.** Any and all notices permitted or required to be given hereunder shall be in writing and shall be deemed given: (i) upon actual delivery, if delivery is by hand, (ii) upon receipt by the transmitting party of confirmation or answer back, if delivery is by facsimile or email, (iii) upon delivery into the United States mail, if delivery is by first class postage paid, registered or certified return-receipt-requested mail or (iv) by nationally-recognized overnight carrier. Each such notice shall be sent to the representative of the respective party or its successor at the address indicated below. The Parties may change their respective notice addresses by notice to the other party as provided for above in this Section 28.

If to SRR:

State Regulatory Registry LLC  
 Attn: B2B Access Manager  
 1300 I Street NW, Suite 700 East  
 Washington, DC 20005  
 Facsimile: (202) 296-1928  
 E-mail: b2baccess@csbs.org

If to Subscriber:

\_\_\_\_\_  
 Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**I hereby certify that I have direct knowledge of the facts stated above and that I am authorized to execute this Agreement on behalf of the company named below.**

**Accepted and Agreed to by Subscriber:**

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(Signature)

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(Print or Type Name)

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(Title)

**Accepted and Agreed to by SRR:**

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(Signature)

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(Print or Type Name)

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(Title)

**Attachments:**

Exhibit A — NMLS B2B ACCESS<sup>SM</sup> Policies and Procedures Guide