

State Agency Terms of Use

This System is for authorized use only. The System usage may be monitored, recorded, read, captured, or subject to audit in any manner by authorized personnel. Accessing and using this System constitutes consent to having System use monitored and recorded. Unauthorized use is prohibited and subject to not only revocation of access but also criminal and/or civil penalties due to violation of Federal and/or State laws. If criminal activity is discovered, the information will be provided to the appropriate law enforcement officials. Suspected access or use violations should be reported to the CSBS Chief Security Officer at security@csbs.org.

1. Agreement

This State Agency Terms of Use is an agreement between State Regulatory Registry LLC (“SRR”) and State Agency with regard to State Agency's and its personnel's use of the Nationwide Mortgage Licensing System and Registry (herein referred to as the “System”, as further defined in Section 2) for the State Agency's supervisory purposes, including but not limited to complying with the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (12 U.S.C. 5101 et seq) (“SAFE Act”) and utilizing all functionality made available through the System. SRR offers on its website at <http://www.statemortgageregistry.org> various on-line applications, materials and services provided by SRR, affiliates of SRR and, in some cases, third parties. Prior to accessing the System, each of State Agency's personnel must obtain a unique username and password in order to use the State Agency's account established by this Agreement (“State Agency's Account”).

2. Definitions

The term “Agreement” means these State Agency Terms of Use, the [Schedule of System Availability](#), the [Schedule of System Requirements](#), and the [System Privacy Notice](#), and any amendments thereto.

The term “Applicant” as used in this Agreement means the person or entity submitting one or more Applications, or that has been approved for one or more License.

The term “Applicant Data” as used in this Agreement means (i) the information submitted to the System by Applicants or third parties in connection with an Application or in connection with the renewal or maintenance of a License, including in connection with satisfaction of relevant federal and state mandated testing and education requirements; (ii) information contained in reports of condition submitted by Applicants pursuant to the SAFE Act and/or other state or federal laws; 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 License through the System.

The term "Complaint Data" means any information submitted to the System with respect to a complaint including but not limited to any information submitted to the System by or on behalf

of a complainant or gained from any source in investigating and/or responding to a complaint.

The term "Examination Data" means any information related to or included in a supervisory examination, investigation or enforcement action including but not limited to an individual, joint, coordinated, or multistate examination, reported to or on the System.

The term "License" as used in this Agreement means any license, registration, certificate, designation or exemption or any similar form of authorization granted by State Agency for the purpose of authorizing activities in or relating to a financial services business in State Agency's state.

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 Applicants.

The term "Shared Information" as used in this Agreement means Applicant Data, Examination Data, Complaint Data or other data that is submitted to the System and accessible by more than one state and/or federal agency.

The term "State Agency" as used in this Agreement means the agency that has contracted with SRR to access and use the System and to which this Agreement applies.

The term "System" as used in this Agreement means the Nationwide Mortgage Licensing System and Registry (which is also referred to as the Nationwide Multistate Licensing System, the Nationwide Mortgage Licensing System, NMLSR and/or NMLS) and any and all examination programs, complaint programs, software applications, materials, content or services accessible thereon as provided by SRR, affiliates of SRR or other third parties.

The term "Third-Party Content Provider" as used in this Agreement means a party other than SRR or State Agency, including but not limited to another state regulator, another state licensing agency, a law enforcement agency or a self-regulatory organization, whose information SRR makes available on the system for the purpose of providing useful information. "Third-Party Content Provider" does not include Applicants.

3. General

(A) This Agreement governs use by State Agency of the System. Any individual acting as an agent or employee may only agree to this Agreement if he or she has the legal power and authority to bind State Agency to this Agreement or hereby certifies that someone who has the legal power and authority to bind State Agency to the Agreement has done so. The use of the System is conditioned upon the acceptance of all provisions of this Agreement. Any information accessed, requested or provided through the System must be accessed, requested and used in accordance with the provisions of this Agreement. SRR reserves any rights not expressly granted under this Agreement.

STATE AGENCY AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AND FULLY NEGOTIATED AGREEMENT SIGNED BY STATE AGENCY. IF STATE AGENCY DOES NOT AGREE, DO NOT CLICK "I AGREE" AND DO NOT USE THE SYSTEM.

(B) The right to use the System is limited to State Agency and is not transferable. State Agency is responsible for all use of State Agency's Account (under any username or password) and for ensuring that all use of State Agency's Account complies fully with the provisions of this Agreement and is in compliance with State Agency's regulatory authority. State Agency further agrees to develop and follow appropriate access control policies and procedures to ensure that only authorized individuals have access to the System. Each individual accessing the System must do so with unique login credentials that can be used only by that individual. The System and any information provided through it (other than information owned by State Agency) may be used by State Agency only in accordance with the terms of this Agreement and in conformance with State Agency's regulatory authority.

(C)

(1) In consideration of the services provided to State Agency through the System, State Agency grants SRR a right to retain, from the fee paid by each Applicant via the System, a system processing fee and other fees as set by the SRR Board of Managers.

(2) SRR will collect and hold in a non-interest-bearing trust account, the license and other fees paid by Applicant by credit card transaction, ACH transaction or other payment means deemed appropriate by the SRR Board of Managers. Subject to Section 3(C)(1), such funds will be disbursed to State Agency after a reasonable period of time established by the SRR Board of Managers, not to exceed five (5) business days and sufficient to establish and maintain an orderly process for collection and disbursement. In the event an Applicant's payment fails or is returned and the trust account is reduced by the returned amount, SRR may deduct the returned amount from future disbursements to the State Agency. SRR will make available to State Agency, by download from the System, a report detailing such collection, deduction and disbursement activity. Other than its right to receive payment of its fees as contemplated by Section 3(C)(1), SRR will not have any interest in the trust account and will not commingle its own assets with those of the State Agency held in any such trust account (it being agreed that such trust account may contain other funds collected by SRR for other state agencies pursuant to agreements comparable to this Agreement).

(D) SRR grants to State Agency a non-exclusive license to use the System for the purposes described herein and for so long as State Agency complies with the terms of this Agreement.

(E) If a State Agency elects to use the System, State Agency designates SRR as State Agency's agent for the purposes of collecting data and maintaining a database and links to third-party databases with information supplied in relation to, or relevant to, the State Agency's use(s) of the System. SRR shall have no authority to mandate any of State Agency's application requirements, complaint processes or examination procedures. It is State Agency's responsibility to ensure that all information relevant to Applications, any

renewal or maintenance of a License, or any other supervisory or regulatory matter, including, but not limited to, examinations or complaints, is obtained by State Agency, whether or not available on the System, and to verify that all such information is current and correct. If State Agency requests additional information about an Applicant or regarding any supervisory or regulatory matter from third parties, SRR will not be responsible for the accuracy or content of such information, whether or not the System facilitates its transmission. Any disputes between State Agency and an Applicant must be resolved by the State Agency with that Applicant through the State Agency's normal process.

(F) Any disputes between State Agency and an Applicant must be resolved by the State Agency with that Applicant through the State Agency's normal process.

(G) Access to the System from jurisdictions where the System (or any part thereof) is illegal is prohibited. If State Agency accesses the System from a location outside the United States, State Agency is responsible for compliance with all applicable local laws.

(H) SRR will undertake commercially reasonable efforts to maintain State Agency's ability to use the System in the manner contemplated by this Agreement. The hours of availability are set forth in Exhibit A ("Schedule of System Availability") and the equipment needed for access or use is set forth in Exhibit B ("Schedule of System Requirements"). If SRR fails to meet the terms of the Schedule of System Availability or the Schedule of System Requirements, State Agency's sole remedy is to notify SRR and/or terminate this Agreement and SRR's sole liability will be to undertake commercially reasonable efforts to rectify such failure.

(I) SRR makes no guaranty regarding the future participation of any state in the System.

(J) State Agency is responsible for protecting the confidentiality of State Agency's login credentials (including without limitation individual usernames and passwords). State Agency agrees to notify SRR immediately if it becomes aware of the loss, theft or unauthorized use of any username or password, or unauthorized access to or use of the System or any information submitted to or contained in the System.

(K) To the extent that the U.S. government or U.S. government agencies are end users hereunder, you acknowledge and agree that all products, material, software, documentation, and publications provided or licensed hereunder are provided as "commercial computer software" if computer software and "commercial computer software documentation" if technical data, as those terms are used in Section 12.211 and 12.212 of the Federal Acquisition Regulation (FAR), or, if applicable, in Section 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (DFARS), and that the government shall acquire only those rights in such technical data and/or computer software as are customarily applicable for commercial items. Except as expressly set forth to the contrary herein, computer software acquired hereunder further constitutes "restricted computer software" as that term is defined in FAR Section 52.227-14.

4. Data.

(A) Applicant Data

(1) For purposes of this Agreement, Applicant Data that Applicants submit to the System and release to State Agency through the System during the pendency of an Application and during the period of licensure is State Agency's property and for purposes of this Agreement is deemed to be owned by State Agency; provided, however, it is expressly understood that State Agency does not own any Applicant Data accessible through the System but not released by Applicants to State Agency (such as Applicant Data that are released by Applicants to other state agencies but not to State Agency). State Agency agrees and acknowledges that in many instances the Applicant Data submitted by an Applicant and released to multiple states will also be owned by the other state agencies to which Applicant has made the information available. SRR will not be required to correct or alter any Applicant Data unless all state agencies that have ownership thereof consent. It will be the responsibility of State Agency to coordinate with other state agencies to obtain consent.

(B) State Agency will, after expiration of the License granted by State Agency, have access to Applicant Data that Applicants released to State Agency. SRR is authorized by State Agency to share Applicant Data (excluding FBI criminal history data or credit checks), as well as any other data or content uploaded to the System by State Agency, with all state and federal regulatory officials who certify that they have mortgage or financial services industry oversight authority and are subject to, and have the legal authority to comply with, Section 1512 of the SAFE Act (12 U.S.C. 5111) subject to appropriate usage agreements entered into by SRR and state and federal regulatory officials.

(C) Examination Data. State Agency or federal agency submitting Examination Data to the System, or which has access to Examination Data submitted to the System will treat any such Examination Data in accordance with applicable memoranda of understanding, interagency agreements, other similar agreements, or applicable state or federal laws or regulations, including but not limited to 12 U.S.C. 5111.

(D) Complaint Data. State Agency or federal agency accessing Complaint Data submitted to the System will treat any such Complaint Data in accordance with applicable memoranda of understanding, interagency agreements, other similar agreements, or applicable state or federal laws or regulations, including but not limited to 12 U.S.C. 5111. All Complaint Data is Shared Information with the exception of any personally identifiable information that may be masked in accordance with the applicable State Agency requirements. State Agency may share Complaint Data with the appropriate law enforcement officials or any other relevant parties.

(E) Applicant Data, Examination Data and Complaint Data.

(1) State Agency agrees that it will not, nor permit anyone else to: (a) use any data mining, robots, or similar data-gathering and extraction methods to monitor or copy the System (or parts thereof) in bulk, or to make voluminous, excessive or repetitive requests for information that reduce the speed and efficiency of the System (or parts thereof); (b) use any device, software or routine to bypass any software or hardware that prohibits

volume requests for information; (c) interfere with or attempt to interfere with the proper working of the System (or parts thereof); and (d) take any action that imposes an unreasonable or disproportionately large load on the System (or parts thereof). To the extent State Agency wishes to data mine or otherwise manipulate its data in a manner that may reduce the speed and efficiency of the System, State Agency agrees that it must first obtain the permission of SRR and cooperate with SRR to either download such data and perform the mining or other manipulation offline, or otherwise conduct such mining or other manipulation without impairing the System. To the extent State Agency desires to data mine its information residing on the System, or requests that SRR convert any data to be downloaded, such permission may be contingent upon the payment of fees.

- (2) Every State Agency participating in the System may have access to a subset of Applicant Data, Examination Data, Complaint Data or other data that is Shared Information.
- (3) State Agency grants SRR the right to collect and manipulate Applicant Data, Examination Data, Complaint Data or any other data owned by State Agency for the purpose of disseminating Applicant Data, Examination Data, Complaint Data or any other data aggregated on a state, regional or national level. State Agency also grants SRR the right to copy, process, store and distribute Applicant Data, Examination Data, and Complaint Data, as well as any other data or content uploaded to the System by State Agency, consistent with SRR's performance of its obligations contemplated by this Agreement. Applicant Data, Examination Data, Complaint Data and any other data may be checked against other State and federal regulatory agency databases, the Social Security Administration, financial services or securities industry self-regulatory organization, or commercial databases. State Agency grants SRR the right to use any contact information from time to time for the purposes of issuing communications concerning the System. State Agency acknowledges that certain Applicant Data, Examination Data, or Complaint Data submitted via the System, and other data or content uploaded to the System by State Agency, may be accessed publicly. SRR has no obligation with respect to any third party's use of data or content accessed through the System. If SRR is requested by law enforcement or by a legally sanctioned investigatory authority or otherwise through legal process or under law to disclose any data owned by State Agency, SRR will notify State Agency in advance of, and will cooperate with State Agency in any attempt to limit, such disclosure unless prohibited by law.

5. Changes

- (A) SRR reserves the right to change this Agreement or any part of the System from time to time; provided that, except as provided in Section 5(B), SRR may only make material changes upon a unanimous vote of the SRR Board of Managers. Such material changes will be effective upon the earliest of (i) one hundred twenty (120) days after SRR notifies State Agency of such changes, (ii) such time that State Agency agrees to such changes or (iii) such time as may be required by law or court order. Subject to the foregoing, use of

the System constitutes State Agency's acknowledgement and acceptance of this Agreement as it exists at the time of such use.

- (B) SRR reserves the right 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 from time to time; provided that SRR may only make material changes upon thirty (30) days advance notice to State Agency; provided, further, that if an immediate change is necessary, SRR may instead notify State Agency as soon thereafter as practicable.
- (C) Fees will be set by the SRR Board of Managers and may be changed with thirty (30) days advance notice to State Agency.
- (D) This Agreement may only be altered or amended in writing.

6. Equipment

State Agency is responsible for obtaining and maintaining all equipment required for access to and use of the System, and all charges and costs related thereto. These equipment requirements are published on the Schedule of System Requirements (Exhibit B) and may be amended from time to time pursuant to Section 5.

7. State Agency Conduct

- (A) State Agency may only use the System for lawful purposes. State Agency may not post or transmit through the System 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 State Agency that, in SRR's sole determination, restricts or inhibits any other state agency from using or enjoying the System will not be permitted. State Agency may not use the System, or the content contained therein or obtained therefrom, to advertise or perform any commercial solicitation. Other than as expressly permitted in Sections 3 and 4, in no event may State Agency offer to others any content of any kind retrieved from the System.
- (B) The System contains copyrighted material, trademarks and other proprietary information. Subject to Section 4, and with the exception of any State Agency Property (defined below), SRR owns or has rights to the System, and no rights thereto are conferred by virtue of this Agreement except to the extent expressly granted herein. State Agency owns any trademarks or content it has uploaded or provided for display on the System ("State Agency Property") and grants SRR the right to copy, process, store and distribute State Agency Property consistent with SRR's performance of its obligations contemplated by this Agreement. The System contains links to and accesses proprietary databases of SRR and third parties and employs proprietary software of SRR and third parties. Other than as expressly permitted in Sections 3 and 4, State Agency 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 the System, in whole or in part, without the express permission of SRR or the applicable owner thereof. 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.

- (C) State Agency may not upload, post or otherwise make available on the System, or parts thereof, 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 State Agency. State Agency will be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission made by such State Agency.
- (D) The foregoing provisions of Section 7 are for the benefit of SRR, its affiliates and SRR's Third-Party Content Providers and Licensors, and each will have the right to assert and enforce such provisions directly or on its own behalf.

8. Limited Warranty

- (A) SRR REPRESENTS AND WARRANTS THAT THE SERVICES WILL BE PROVIDED IN A REASONABLE AND WORKMANLIKE MANNER, AND THAT IT WILL USE REASONABLE EFFORTS TO MAINTAIN AND KEEP AVAILABLE VIA THE INTERNET, THE SYSTEM, WHICH, FOR PURPOSES OF SECTIONS 8 AND 9 ALSO INCLUDES ALL CONTENT, DATA, INFORMATION AND FUNCTIONS ASSOCIATED WITH OR AVAILABLE THROUGH THE SYSTEM.
- (B) EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, THE SYSTEM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION BY VIRTUE OF THE LAWS APPLICABLE TO THIS AGREEMENT. SRR DOES NOT WARRANT THAT (i) THE CONTENT, DATA, INFORMATION OR FUNCTIONS ASSOCIATED WITH OR AVAILABLE THROUGH THE SYSTEM WILL BE TIMELY, ACCURATE OR UP-TO-DATE, OR FREE FROM MISTAKES OR ERRORS; OR (ii) THE OPERATION OR AVAILABILITY OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. SRR DOES NOT PROVIDE ANY SERVICES WITH RESPECT TO VERIFYING, AND WILL NOT BE LIABLE FOR, ANY DATA SUBMITTED BY AN APPLICANT OR BY A STATE AGENCY, OR FOR ANY OTHER DATA ACCESSIBLE THROUGH THE SYSTEM. STATE AGENCY AGREES THAT IT IS STATE AGENCY'S SOLE RESPONSIBILITY TO REVIEW, VERIFY, QUALIFY AND DETERMINE WHICH APPLICANTS WILL BE APPROVED FOR A LICENSE OR NOT. SRR ONLY WARRANTS THAT THE DATA IS AN ACCURATE REPRESENTATION OF WHAT WAS ENTERED INTO THE SYSTEM BY THE VARIOUS USERS OF THE SYSTEM.
- (C) NOTHING IN THIS SECTION 8 IS INTENDED TO CREATE JOINT AND SEVERAL

LIABILITY AMONG STATE AGENCIES USING THE SYSTEM, AND EACH STATE AGENCY WILL REMAIN LIABLE FOR ITS OWN ACTS OR OMISSIONS AND NOT THOSE OF ANOTHER STATE AGENCY, SRR OR THIRD-PARTY USERS OF THE SYSTEM.

9. Limitation of Liability

- (A) IN NO EVENT WILL SRR, ITS AFFILIATES, LICENSORS OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM. SRR'S MAXIMUM LIABILITY TO STATE AGENCY FOR ALL DAMAGES ARISING FROM THE USE OF OR INABILITY TO USE THE SYSTEM WILL BE LIMITED TO THE SYSTEM PROCESSING FEES RETAINED BY SRR IN CONNECTION WITH THE SERVICES PROVIDED BY SRR TO STATE AGENCY PURSUANT TO SECTION 3(C) DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING STATE AGENCY'S NOTIFICATION OF SUCH CLAIM.
- (B) WITHOUT LIMITING THE FOREGOING PARAGRAPH IN ANY WAY, THE LIMITATION OF LIABILITY SET OUT IN THIS SECTION 9 APPLIES TO ALL DAMAGES 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 A RECORD, DELAY OR INTERRUPTION IN THE TRANSMISSION OF DATA TO THE STATE AGENCY, DISCIPLINARY OR REGULATORY ACTION, REGARDLESS OF THE THEORY OF LIABILITY. SRR AND ITS AFFILIATES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER STATE AGENCIES, APPLICANTS OR THIRD PARTIES.
- (C) NOTHING IN SECTIONS 9(A) OR (B) LIMITS SRR'S OR LICENSORS' LIABILITY FOR SRR'S OR LICENSORS' INTENTIONAL OR WILFUL MISCONDUCT, UNLAWFUL ACTS, BAD FAITH, OR FRAUDULENT CONDUCT. THE FOREGOING LIMITATION OF LIABILITY ALSO DOES NOT LIMIT SRR'S OR LICENSORS' LIABILITY FOR DEATH, PERSONAL INJURY, OR DAMAGE TO REAL PROPERTY OR ANY OBLIGATIONS OR LIABILITY OF LICENSORS FOR INTELLECTUAL PROPERTY INFRINGEMENT.

10. Indemnification

To the extent permitted by applicable law, State Agency agrees to defend, indemnify and hold harmless SRR, its affiliates and Licensors and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the System by State Agency or State Agency's Account.

11. Suspension and Termination

- (A) State Agency may terminate this Agreement for any reason upon thirty (30) days advance notice to SRR.
- (B) SRR may temporarily suspend the rights granted State Agency pursuant to this Agreement and State Agency's and its Applicant's access to the System in the event of any conduct by State Agency that SRR reasonably determines is jeopardizing the System's integrity or functionality, or in the event of any breach by State Agency of this Agreement. SRR will notify State Agency of such suspension as soon thereafter as practicable.
- (C) SRR may, upon a unanimous vote of the SRR Board of Managers, terminate State Agency's Account, State Agency's participation in and use of the System and this Agreement in the event of any conduct by State Agency that SRR, in its sole determination, considers to be unacceptable, or in the event of any breach by State Agency of this Agreement. Such termination will be effective, at the discretion of the SRR Board of Managers, upon a period no less than thirty (30) days and no more than six (6) months from the date SRR notifies State Agency of such termination. State Agency may download Applicant Data, Examination Data or Complaint Data that it owns from the System during such period, provided that State Agency pay the reasonable costs associated therewith as determined by the SRR Board of Managers.
- (D) The provisions of Sections 3, 4, 7, 8, 9, 10 and this Section 11 will survive termination of this Agreement.

12. Trademarks

“SRR”, “NMLSR”, “NMLS”, “Nationwide Mortgage Licensing System”, “Nationwide Multistate Licensing System”, “Nationwide Mortgage Licensing System and Registry” 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 State Agency and Third-Party Content Providers. 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, state licensing agencies or any other user of the System, 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 and 9 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.)
- (B) In many instances, the information available through the System represents the opinions and judgments of the respective Third-Party Content Provider, State Agency 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 the System by anyone other than authorized SRR employee spokespersons while acting in their official capacities. Under no circumstances will SRR be liable for any loss or damage caused by State Agency's reliance on information obtained through the System. It is the responsibility of State Agency to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the System. 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 links to websites operated by persons or entities other than SRR. Such links to other websites, whether to a home page or some other page on a website, are provided for State Agency's reference and convenience only. State Agency agrees not to hold SRR responsible for the content or operation of such websites. A link from the System to another website does not imply or mean that SRR endorses the content on that website or the operator or operations of that website. State Agency is solely responsible for determining the extent to which State Agency may use any content at any other websites to which the System links.

14. Privacy, Data Retention and Breach Response

- (A) Applicant Data, Examination Data, and Complaint Data owned by State Agency will be treated by State Agency in accordance with its respective state privacy and public information laws. To the extent permissible by State Agency's state privacy and public information laws, all Applicant Data, Examination Data, and Complaint Data is also subject to the System Privacy Notice. If State Agency receives a public information request seeking Shared Information that is not owned by State Agency (as provided for in Section 4) State Agency will, to the extent permitted by State Agency's public information laws and 12 U.S.C 5111, either refuse to release the Shared Information that it does not own or notify the other state agencies whose data is subject to the request about the request so that the other state agency may seek a court order enjoining the release of the data if such release would violate the other states' law.
- (B) SRR maintains the System Privacy Notice, which SRR will abide by and may amend from time to time pursuant to its terms. State Agency agrees that, as a result of the potential co-ownership of Applicant Data, Examination Data and Complaint Data, State Agency will not be able to request the destruction of Applicant Data, Examination Data and Complaint Data on the System.
- (C) In the event of a security or privacy breach, State Agency authorizes SRR and SRR agrees to be solely responsible for any notification to affected individuals and any public communications regarding such breach. State Agency will assist SRR in complying with state law and SRR agrees to so comply. State Agency will be responsible, with coordination from SRR, for communications within its respective state agency or government (e.g. governor, attorney general).

15. Miscellaneous

- (A)
- (1) All notices and communications to State Agency hereunder will be deemed to have been duly given and made if sent or made by registered or certified mail (return receipt

requested), fax, or e-mail (provided that receipt of the fax or e-mail notice or communication is promptly confirmed by telephone or e-mail confirmation thereof) to a designated System administrator appointed by State Agency, using the contact information provided for the System administrator.

- (2) 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 1300 I Street, NW, Suite 700 East Washington, D.C. 20005, Attention: SRR President and CEO with a cc to CSBS General Counsel, (iii) sent by fax to (202) 296-1928, Attention: SRR President and CEO and CSBS General Counsel 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 or email 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 and any letter agreement(s) between SRR and State Agency that explicitly references this Agreement together constitute 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. In the event of any inconsistency or conflict between this Agreement and any such letter agreement, the terms of such letter agreement(s) will govern.
- (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 also agree that any claim brought under this Agreement may be commenced by SRR or State Agency only in 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 the provisions of this Agreement, or the application thereof to any individual, entity or circumstance, is deemed to any extent to be invalid or unenforceable, the remainder of this Agreement, 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 this Agreement 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 the provisions of this Agreement against the respective parties as third-party beneficiaries thereof. Applicants are not third-party beneficiaries under this Agreement under any circumstances.

(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. No party to this Agreement may 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 the other party hereto.

[EXHIBIT A - Schedule of System Availability](#) [EXHIBIT B - Schedule of System Requirements](#) [System Privacy Notice](#)