

MASTER SERVICES AGREEMENT

BNTOUCH, INC. TERMS OF USE:

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF BNTOUCH'S ONLINE MORTGAGE CRM (THE "SERVICE"). THIS AGREEMENT DOES NOT INCLUDE OR GUARANTEE USE OF THE BNSYNC AGENT ("SYNC AGENT") OR PARTICIPATION ON THE BESTINMORTGAGE.COM ("BEST IN MORTGAGE") WEBSITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

1. Services

Subject to the terms and conditions of this Agreement, BNTouch agrees to provide to You, on a subscription fee basis, use of the BNTouch Mortgage CRM that is located and accessed online at www.bntouchmortgage.com, as of the registration date hereof. Your registration for, or use of, the Service shall be deemed to be Your agreement to abide by this Agreement including any materials available on the BNTouch website incorporated by reference herein, including but not limited to BNTouch's privacy policy which can be viewed online at www.bntouchmortgage.com/privacy. For reference, a Definitions section is included at the end of this Agreement.

2. License Grants

BNTouch hereby grants You a non-exclusive, non-transferable, worldwide right to use the Service, solely for Your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to You are reserved by BNTouch and its licensors.

3. License Restrictions

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service; (v) Publish or disclose to any third parties any evaluation of the Service without BNTouch's prior written consent.

You may use the Service only for Your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

4. Passwords

Upon registration, BNTouch will issue to You a username and password for each user authorized by You, and for which You have paid the applicable fee, to gain access to BNTouch by means of the BNTouch Mortgage website. You are responsible for maintaining the confidentiality and security of all passwords and to ensure that each password is used by the authorized user. In the event that a password is lost or misplaced, it is Your responsibility to report the missing password to BNTouch immediately either by phone or email. In the event that a password is lost, a BNTouch Customer Care representative may reset the password for You, in which case You will be notified of the new password by email.

5. Account Setup and Ongoing Product Support

Upon completing the registration process the BNTouch customer care department will work with You to assist in setting up Your BNTouch account by providing You with the following services which are included as part of the subscription fee: (i) setting up a personalized email stationery for use within BNTouch; (ii) assisting You with configuring the BNTouch email settings; (iii) mapping and importing a maximum of three compatible databases containing client data, after which additional databases may be mapped and imported for a charge of \$97 USD each; (iv) scheduling and performing training sessions via telephone and over the internet; (v) providing ongoing training and support via telephone, email, and online chat. There may be additional fees for support or services not listed here including the creation of additional campaigns, templates or other features that require the assistance of the customer care department or BNTouch staff. In the event that an extra charge applies, BNTouch will notify You of the charge and obtain Your approval prior to do performing any task that to which an extra fee or charge applies.

It is Your responsibility to provide the customer care department with the above materials in order to complete Your account activation and setup, and to schedule training sessions as needed. Because there are times when the customer care department experiences high levels of activity, they may not always be able to respond to Your request immediately be it by phone, email, or online chat. In the event that You are unable to receive support at the time Your request is made, the customer care department will work to resolve Your issue within two business days or a reasonable time, depending on the nature of the request.

6. Account Information and Data

BNTouch does not own any data, information or material that You submit to the Service in the course of using the Service ("Customer Data"). You, not BNTouch, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and BNTouch shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. BNTouch will not sell or make Your Customer Data available to any third party, nor will BNTouch market to or allow third parties to market to Your Customer Data. In the event this Agreement is terminated (other than by reason of Your breach), BNTouch will make available to You a file of the Customer Data within 30 days of termination if You so request at the time of termination. BNTouch reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Your non-payment. Upon termination for cause, Your right to access or use Customer Data immediately ceases, and BNTouch shall have no obligation to maintain or forward any Customer Data.

7. Intellectual Property Ownership

BNTouch alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the BNTouch Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Service. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Service, the BNTouch Technology or the Intellectual Property Rights owned by BNTouch. The BNTouch name, the BNTouch logo, and the product names associated with the Service are trademarks of BNTouch or third parties, and no right or license is granted to use them.

8. Third Party Interactions

During use of the Service, You may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Upon Your request, BNTouch may also integrate with third party lead providers and software services to facilitate Your business and use of BNTouch. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between You and the applicable third-party. BNTouch and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion, or integration between You and any such third-party. BNTouch does not endorse any sites on the Internet that are linked through the Service or integrated with the Service. BNTouch provides these links and integration to You only as a matter of convenience, and in no event shall BNTouch or its licensors be responsible for any content, products, or other materials on or available from such sites. BNTouch provides the Service to You pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require Your agreement to additional or different license or other terms prior to Your use of or access to such software, hardware or services.

9. Charges and Payment of Fees

You shall pay all fees or charges to Your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect plus any applicable setup charges. Payments may be made annually or quarterly, consistent with the Initial Term, or as otherwise mutually agreed upon in the Service Order Form or other applicable written agreement. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide BNTouch with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized Licensee may add licenses or reduce the number of licenses by notifying the customer care department of your request. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. The price per license You receive upon registration and activation of Your account is locked at that time and will not be raised for this Service. All pricing terms are confidential, and You agree not to disclose them to any third party.

10. Licenses Are Non-Refundable

BNTouch will not issue refunds for unused licenses or remaining time on an existing license regardless of whether or not You choose to cancel Your subscription with BNTouch or reduce the number of user licenses You currently have with BNTouch. By entering into this agreement, You understand that You will not be refunded any portion of Your license if You choose to terminate Your license or stop using the system for any reason.

11. Billing and Renewal

BNTouch charges and collects in advance for use of the Service. Upon the expiration of the Initial Term or License Term, this Agreement will automatically renew and You will be charged for a License Term equal to that of the License Term You were initially billed for. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect at the time of Your registration. You will continue to be billed upon the expiration of each term, unless You provide notice at least five (5) business days prior to the end of Your License Term of Your intention to cancel Your license or change Your License Term. Fees for other services will be charged on an as-quoted basis. BNTouch's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on BNTouch's income.

You agree to provide BNTouch with complete and accurate billing and contact information. This information includes Your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information You have provided is false or fraudulent, BNTouch reserves the right to terminate Your access to the Service in addition to any other legal remedies.

If You believe Your bill is incorrect, You must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

12. Non-Payment and Suspension

BNTouch reserves the right to suspend or terminate this Agreement and Your access to the Service if Your account becomes delinquent (falls into arrears). You will continue to be charged for User licenses during any period of suspension. If You or BNTouch initiates termination of this Agreement, You will be obligated to pay the balance due on Your account computed in accordance with the Charges and Payment of Fees section above. You agree that BNTouch may charge such unpaid fees to Your credit card or otherwise bill You for such unpaid fees.

BNTouch reserves the right to impose a reconnection fee in the event You are suspended and thereafter request access to the Service. You agree and acknowledge that BNTouch has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Your account is 30 days or more delinquent.

13. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. Upon the expiration of the Initial Term or License Term, this Agreement will automatically renew and You will be charged for a License Term for the length in effect during the last term you were billed for. Either party may terminate this Agreement, reduce the number of licenses or alter the License Term, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the event this Agreement is terminated (other than by reason of Your breach), BNTouch will make available to You a file of the Customer Data within 30 days of termination if You so request at the time of termination. You agree and acknowledge that BNTouch has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

14. Termination for Cause

Any breach of Your payment obligations or unauthorized use of the BNTouch Technology or Service will be deemed a material breach of this Agreement. BNTouch, in its sole discretion, may terminate Your password, account or use of the Service if You breach or otherwise fail to comply with this Agreement. In addition, BNTouch may terminate a promotional, demo or trial account at any time in its sole discretion. You agree and acknowledge that BNTouch has no obligation to retain the Customer Data, and may delete such Customer Data, if You have materially breached this Agreement,

including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

15. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. BNTouch represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online BNTouch help documentation under normal use and circumstances. You represent and warrant that You have not falsely identified Yourself nor provided any false information to gain access to the Service and that Your billing information is correct.

16. Mutual Indemnification

You shall indemnify and hold BNTouch, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by You of Your representations and warranties; or (iii) a claim arising from the breach by You or Your Users of this Agreement, provided in any such case that BNTouch (a) gives written notice of the claim promptly to You; (b) gives You sole control of the defense and settlement of the claim (provided that You may not settle or defend any claim unless You unconditionally release BNTouch of all liability and such settlement does not affect BNTouch's business or Service); (c) provides to You all available information and assistance; and (d) has not compromised or settled such claim.

BNTouch shall indemnify and hold You and Your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by BNTouch of its representations or warranties; or (iii) a claim arising from breach of this Agreement by BNTouch; provided that You (a) promptly give written notice of the claim to BNTouch; (b) give BNTouch sole control of the defense and settlement of the claim (provided that BNTouch may not settle or defend any claim unless it unconditionally releases You of all liability); (c) provide to BNTouch all available information and assistance; and (d) have not compromised or settled such claim. BNTouch shall have no indemnification obligation, and You shall indemnify BNTouch pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Your products, service, hardware or business processes.

17. Disclaimer of Warranties

BNTOUCH AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. BNTOUCH AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BNTOUCH AND ITS LICENSORS.

18. Internet Delays

BNTOUCH'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BNTOUCH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

19. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION,

INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to You.

21. Notice

BNTouch may give notice by means of a general notice on the Service, electronic mail to Your e-mail address on record in BNTouch's account information, or by written communication sent by first class mail or pre-paid post to Your address on record in BNTouch's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to BNTouch (such notice shall be deemed given when received by BNTouch) at any time by any of the following: letter sent by confirmed facsimile to BNTouch at the following fax numbers (whichever is appropriate): (503)924-1814; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to BNTouch at the following addresses (whichever is appropriate): BNTouch, inc., 7000 SW Hampton, Suite 215, Tigard, OR 97223, addressed to the attention of: Chief Executive Officer.

22. Modification to Terms

BNTouch reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Your consent to such changes.

23. Assignment

This Agreement may not be assigned by You without the prior written approval of BNTouch but may be assigned without Your consent by BNTouch to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

24. General

With respect to U.S. Customers, this Agreement shall be governed by Oregon law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located Portland, Oregon. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent

jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and BNTouch as a result of this agreement or use of the Service. The failure of BNTouch to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by BNTouch in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between You and BNTouch and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

25. Entire Agreement

This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may only be amended in a writing jointly executed by both parties hereto.

26. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the BNTouch website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by BNTouch from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to You in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by You to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date You begin using the Service; "Initial Term" means the initial period during which You are obligated to pay for the Service equal to the billing frequency selected by You during the subscription process (e.g., if the billing frequency is quarterly, the Initial Term is the first quarter); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "BNTouch" means collectively BNTouch, inc., an Oregon corporation, having its principal place of business at 7000 SW Hampton, Suite

215, Tigard, OR 97223; "BNTouch Technology" means all of BNTouch's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by BNTouch in providing the Service; "Service(s)" means the specific edition of BNTouch's online customer relationship management, billing, data analysis, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by BNTouch, accessible via <http://www.BNTouchMortgage.com> or another designated web site or IP address, or ancillary services rendered to You by BNTouch, to which You are being granted access under this Agreement, including the BNTouch Technology and the Content; "User(s)" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by BNTouch at Your request).

Questions or Additional Information:

If You have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@BNTouchMortgage.com