

**AMENDMENT 1 TO  
STATEMENT OF WORK 5 TO  
MASTER LICENSE AGREEMENT BETWEEN  
CORELOGIC SOLUTIONS, LLC ("CORELOGIC") AND  
FLORIDA HOUSING FINANCE CORPORATION ("CUSTOMER")**

This Amendment 1 to Statement of Work 5 ("Amendment 1 to SOW 5") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and Florida Housing Finance Corporation, a public corporation and instrumentality of the State of Florida ("Customer") and shall serve to amend Statement of Work 5, effective November 24, 2014 ("SOW 5"), pursuant to the July 23, 2013 Master License Agreement between Customer and CoreLogic, as amended by and between the Parties, all terms of which are incorporated herein by reference (collectively, the "Agreement"). This Amendment 1 to SOW 5 is effective as of the date of last signature below ("Amendment 1 to SOW 5 Effective Date").

**RECITALS**

Whereas, SOW 5 expired on November 23, 2015 of its own terms;

Whereas, the Parties desire to continue a business relationship under SOW 5 for the Services commencing on November 24, 2015;

Whereas, the Parties desire to remain to be bound by the terms and conditions of the Agreement and SOW 5;

Now, therefore, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Part IV (SOW 5 Term and Renewal) of SOW 5 is deleted in its entirety and replaced with the following:

**IV. SOW TERM AND RENEWAL:** The initial term of this SOW 5 commenced on the SOW 5 Effective Date and ended on November 23, 2015 ("Initial Term"). The first renewal term of this SOW 5 commenced on November 24, 2015 and shall end on November 23, 2020 ("First Renewal Term"). Thereafter, the term shall not renew, unless mutually agreed upon by the Parties in writing.

2. Part II (Additional Fee & Delivery Information), Section A (Annual Fees) of SOW 5 is amended to include the following at the end:

The Annual Fee for the First Renewal Term shall be paid by Customer upfront, and shall be due and payable within 30 days of the Amendment 1 to SOW 5 Effective Date.

3. Capitalized terms used without definition have the meanings ascribed to them in the Agreement and SOW 5.
4. All other terms of the Agreement and SOW 5 remain in full effect.

**[SIGNATURES ON FOLLOWING PAGE]**

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AMENDMENT 1 TO SOW 5.

FLORIDA HOUSING FINANCE CORPORATION  
("CUSTOMER")

CORELOGIC SOLUTIONS, LLC ("CORELOGIC")

By:   
Authorized Signature

By:   
Authorized Signature

Name: Stephen P. Auger

Name: Mike Ceppetelli

Title: Executive Director

Title: Senior Vice President  
Capital Markets and Government Solutions

Date: 11/7/16

Date: 11/8/16

Address: 227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301

Address: 40 Pacifica, Suite 900  
Irvine, California 92618

**STATEMENT OF WORK 5**

This Statement of Work 5 ("SOW 5") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and Florida Housing Finance Corporation, a public corporation and instrumentality of the State of Florida ("Customer") (collectively, the "Parties," or individually, a "Party"). This SOW 5 is subject to the July 23, 2013 Master License Agreement, and all subsequent amendments, exhibits, or attachments ("Agreement") between the Parties. This SOW 5 is effective upon the date of the last signature below ("SOW 5 Effective Date").

The Parties agree as follows:

- I. SERVICES, DELIVERY & FEES:** CoreLogic shall provide Customer with the Services listed below via the specified delivery method. Customer shall pay to CoreLogic the Fees set forth below. If the chart below indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the Service.

Services	Delivery, Fees & Additional Information
<b>A. Loan Performance Services</b>	
<b>1. Analytics</b>	Delivery via file transfer protocol ("FTP") or Real Estate Analytics Suite ("REAS") on CoreLogic's password-protected internet website <a href="http://www.corelogicreas.com">www.corelogicreas.com</a> .
a. Market Trends	Annual Fee: \$20,000.00. Three User IDs included. Additional User IDs \$3,500.00 per additional User ID per year.
i. Geographic Coverage	Nationwide <ul style="list-style-type: none"><li>• Data aggregated at the state level for all states</li><li>• Florida only: Data aggregated at the state, CBSA, county, and zip code levels</li></ul>

**II. ADDITIONAL FEE & DELIVERY INFORMATION:**

- A. Annual Fees:** All Fees set forth above as an Annual Fee shall be paid by Customer upfront and shall be due and payable within 30 days of the SOW 5 Effective Date.

**III. PERMITTED APPLICATIONS:** Customer shall use the Services solely for the applications specified below in accordance with the terms and conditions of this Agreement.

- A. Customer's Use:** Customer shall use the Services solely for Customer's own internal business purposes of studying the Florida housing market to help identify geographic areas in the state that require outreach efforts and/or specific programs. Customer shall not resell, relicense or redistribute the Services in whole or in part.

**IV. SOW 5 TERM AND RENEWAL:** The term of this SOW 5 is for 12 months, commencing on the SOW 5 Effective Date. Thereafter, the term shall not renew unless mutually agreed upon by the Parties in writing.

**V. EXECUTION:** This SOW 5 may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this SOW 5 is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW 5 and all Parties have received a fully executed SOW 5. The Parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this SOW 5. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

**[SIGNATURES ON FOLLOWING PAGE]**

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW 5.

FLORIDA HOUSING FINANCE CORPORATION  
("CUSTOMER")

By:   
Authorized Signature


Name: Stephen P. Auger

Title: Executive Director

Date: 11/24/14

Address: 227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301

CORELOGIC SOLUTIONS, LLC  
("CORELOGIC")

By:   
Authorized Signature

Name: David L. Chadwick

Title: Vice President

Date: November 24, 2014

Address: 40 Pacifica, Suite 900  
Irvine, California 92618



**BROKER PRICE OPINION STATEMENT OF WORK #4  
TO  
MASTER SERVICES AGREEMENT**

This Statement of Work ("SOW 4") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and Florida Housing Finance Corporation a public corporation and instrumentality of the State of Florida ("Customer") (collectively, the "Parties," or individually, a "Party"). This SOW 4 is subject to the July 23, 2013 Master License Agreement, and all subsequent amendments, exhibits, or attachments ("Agreement") between the Parties. This SOW 4 is effective upon the date of the last signature below ("SOW 4 Effective Date"). The Parties agree as follows:

**TERMS AND CONDITIONS**

**1. Definitions**

As used in this SOW, the following terms shall have the following meanings with such meanings to be equally applicable to both the singular and plural forms of the terms defined below.

- a) "AVM" means an "Automated Valuation Model" which is a report used to obtain an estimated value of a subject property based on stored data such as tax records, flood data and title information.
- b) "BPO" means a price opinion performed by licensed real estate brokers and agents (individually a "Broker" and collectively "Brokers") based upon multiple factors and MLS data.
- c) "Business Day" means Monday-Friday excluding any legal holidays (days on which federal or national associations are or may elect to be closed) and days CoreLogic is not open for business.
- d) "Exterior BPO" means a BPO based on a Broker's observations of the subject property's exterior only and includes one (1) photo of the subject property and one (1) street scene photograph.
- f) "MLS" means the Broker's Multiple Listing Service.

**2. Term and Termination**

- a) The initial term of this SOW 4 will commence on the Effective Date and shall continue in effect for a period of twelve (12) consecutive months from the date hereof. Upon expiration of the initial term or any renewal thereof ("Term"), this SOW 4 will automatically renew for consecutive twelve (12) month periods, unless written notice of non-renewal is provided by either party at least sixty (60) calendar days prior to expiration of the current Term. In connection with any renewal, CoreLogic reserves the right to revise its fees as set forth in this SOW 4 and shall notify Customer of any such fee revision at least 90 days prior to the end of the then-current term.
- b) Either party may terminate this SOW 4, without cause or penalty, upon ninety (90) days written notice by the terminating party to the non-terminating party.

**3. CoreLogic Obligations**

- a) CoreLogic agrees to perform Services for Customer only in accordance with this SOW 4 and established business processes.
- b) CoreLogic will use commercially reasonable efforts to have a BPO completed on every property order provided by Customer within the Average Delivery Time as defined and described in Section 6 below ("Turntimes"). Turntimes shall commence when CoreLogic receives an order for a BPO from Customer ("Order"), including all information needed by CoreLogic to locate the property and proceed and process the Order ("Required Information"); provided, however, if (i) all of the Required Information is not received by CoreLogic when the Order is placed, the Turntime for such Order shall not commence until all of the Required Information is received by CoreLogic; and (ii) after an Order is placed with CoreLogic additional information is needed by CoreLogic to complete the Order ("Additional Information"), CoreLogic will notify Customer and the Order will be placed in an "On-Hold" status until the Additional Information is received by CoreLogic at which time the Order shall be removed from the On-Hold status and the processing of the Order shall resume. Customer acknowledges and agrees, however, CoreLogic does not guarantee delivery of all Orders within the specified Turntimes but shall deliver completed BPO's for ninety percent (90%) of such Orders per monthly reporting period hereunder.



c) CoreLogic will make Services available to Customer electronically in .PDF format or via Customer's web application.

**4. Customer Obligations**

a) Customer will use commercially reasonable efforts to provide all information, including Required and Additional Information, to CoreLogic necessary for CoreLogic to provide the Services and promptly respond to CoreLogic's requests for all such information.

b) Customer agrees that the time any Order remains in "On-Hold" status will not be counted in the calculation of Turntimes/Average Delivery Time, and Customer shall not unreasonably prevent an Order from being placed in On-Hold status.

c) Customer is responsible for furnishing CoreLogic with comparable selection instructions (i.e., default value, fair market value, etc.) for each account on which it seeks Services.

**5. Disclaimers**

a) A BPO IS NOT AN APPRAISAL AND SHALL NOT BE RELIED UPON IN LIEU OF ONE. A BPO MAY NOT INCLUDE A PHYSICAL OR VISUAL INSPECTION OF THE SUBJECT PROPERTY OR AN ANALYSIS OF CURRENT MARKET CONDITIONS, WHICH IS TYPICALLY INCLUDED IN AN APPRAISAL.

b) CORELOGIC IS NOT RESPONSIBLE FOR AND WILL NOT REIMBURSE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES INCURRED DUE TO A REDUCTION IN VALUE OF THE PROPERTY RELATED IN ANY WAY TO ECONOMIC CONDITIONS RESULTING IN A DECLINE IN REAL ESTATE VALUES OR EVENTS OCCURRING OR CIRCUMSTANCES ARISING AFTER THE DATE OF PERFORMANCE OF THE SERVICES.

**6. Products, Turntimes and Fees**

a) The Services shall include CoreLogic providing the "Product" to Customer within the "Average Delivery Time" (i.e. Turntime) for the "Fee" as all are described in the following Schedule ("Fee Schedule") and Customer agrees to compensate CoreLogic for Services as set forth in this Section ("Fees"). CoreLogic shall bill Customer monthly for such Fees and Customer shall pay such invoice within thirty (30) days after receipt of such invoice. The Fees are based on typical national distributions and not based on adverse selection. The Fees to Customer are as follows:

**FEE SCHEDULE**

Product	Average Delivery Time	Fee
One Page BPO3S3L Exterior	5 BUSINESS DAYS	\$90.00 (per report)

b) If a third party becomes involved with the Services, products or deliverables to be provided pursuant to this SOW 4 ("Deliverables"), the Fees, pricing and amount to be paid pursuant to this SOW 4 shall be adjusted by an amount equal to any fees, costs, expenses, charges or other amounts imposed by such third party for its involvement with the Deliverables, including, without limitation, any integration, portal, invoicing and subsequent transaction fees.

c) CoreLogic will accept Orders for subject properties located in the US territories and other select locations ("Offshore Orders"). Offshore Orders can be placed in a) Puerto Rico; b) Virgin Islands; c) Guam; and d) Mariana Provinces. Fees for Offshore Orders are a minimum of two hundred fifty dollars (\$250.00) for an Exterior BPO Order and three hundred dollars (\$300.00) for an Interior Order (which shall be accepted on an exception basis only); subject, however, to additional fees CoreLogic may require to complete such Orders. CoreLogic will provide Customer with the cost of Offshore Orders and shall not commence to proceed with such Orders until it receives written approval thereof from Customer. Average Delivery Time for Offshore Orders is ten (10) Business Days and in some cases may require additional time to complete.

d) From time to time, pricing exceptions may be required to complete BPOs in areas that are remote or difficult to access (occasional Zone 3, extreme remote/rural locations, islands, resort areas, etc., collectively, "Non-Standard Properties") which result in incurring additional time (to be provided to Customer on a time quoted basis) and additional travel/access or other expenses (collectively, "Additional Costs"). In these instances (i) CoreLogic will provide Customer with notice of the amount of the Additional Costs; and (ii) CoreLogic shall not commence to proceed with Orders for Non-Standard Properties until it receives written approval from Customer of the Additional Costs.



Product. CoreLogic hereby grants to Customer an irrevocable, non-exclusive, royalty-free license to use, reproduce, and distribute (internally and to its regulators) copies of, and prepare derivative works based on any BPO's that are issued pursuant to and during the term of this SOW 4. CoreLogic further grants Customer an irrevocable, limited license to distribute BPO's issued pursuant to this SOW 4 to third parties associated with any mortgage transaction to which Customer is an interested party ("Mortgage Transaction") such as borrowers, brokers, lenders, servicers, investors and similarly situated parties, to reasonably access and review each such BPO and for no other reason, and provided only if the Mortgage Transaction and the BPO involve the same real property.

10. **Termination for Nonpayment**

If Customer fails to pay to CoreLogic any amounts when due and payable under this SOW 4 and fails to cure such nonpayment within fourteen (14) calendar days after receipt of written notice thereof, CoreLogic may immediately terminate this SOW 4 by written notice to Customer setting forth the date on which such termination will be effective.

11. **Notices**

Any notice under this SOW 4 will be deemed to be given when delivered by hand or when sent by a recognized overnight courier service or mailed by United States mail, registered or certified mail, first class postage prepaid, and in either case addressed to the recipient party as set forth below:

If to Customer:

Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32303  
Attn: Legal Department

If to CoreLogic

CoreLogic BPO Services  
150 W Civic Center Drive, Suite 500  
Sandy, Utah 84070  
Attn: David Williams, Vice President

With a copy to:

CoreLogic Solutions, LLC  
1 CoreLogic Drive  
Westlake, Texas 76262  
Attn: Legal Department

Either party may from time-to-time change its notification address by giving the other prior written notice of the new address and the date upon which it will become effective.

12. **Execution**

This SOW 4 may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Execution of this SOW 4 at different times and places by the parties shall not affect the validity hereof. For the avoidance of doubt, a signature on a copy of this SOW 4 received by either party by facsimile or portable document format (PDF) is binding upon the executing party and shall be deemed an original signature. The parties shall treat a photocopy or electronic image of such facsimile or PDF document as a duplicate original.



CoreLogic

CONFIDENTIAL DOCUMENT  
CLIENT CONTRACT

IN WITNESS WHEREOF, CoreLogic and Customer have caused this SOW 4 to be executed effective as of the Effective Date.

FLORIDA HOUSING FINANCE CORPORATION  
("CUSTOMER")

CORELOGIC SOLUTIONS, LLC ("CORELOGIC")

By: [Signature]  
Authorized Signature

By: [Signature]  
Authorized Signature

Name: Stephen P Auger

Name: DAVID L. CHADWICK

Title: Executive Director

Title: VICE PRESIDENT

Date: 1/14/14

Date: 1/17/2014

Address: 227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32303

Address: 40 Pacifica, Suite 900  
Irvine, California 92618





Exhibit A

Account Set-Up Form

This Account Set-Up Form ("ASF"), effective as of the date first set forth in the executed SOW, is entered into by and between the Client first identified in the "Client Profile" section below and CoreLogic BPO Services, a division of CoreLogic Solutions, LLC (or "CLS").

Date: 11/16/14		Phone: 850 488 4197		<input checked="" type="checkbox"/> New Account	Contact: Nicole Gibson		
Client: Florida Housing Finance Corp				Toll-free #:			
Address: 227 N. Bronough St, Suite 5000				Main Phone: 850 488 4197			
City: Tallahassee		State: FL		ZIP: 32301	Fax: 850 922-7253		
Department: Hardest Hit				Email: Nicole.Gibson@FloridaHousing.org			
Main Contact: Nicole Gibson				Title: Federal Loan Programs Admin			
Intended Use of Reports	<input type="checkbox"/> Acquisition		<input type="checkbox"/> Servicing		<input checked="" type="checkbox"/> Origination		
					<input type="checkbox"/> Other		
Users	Name: Nicole Gibson	Phone: 850 488 4197	Dep't: HHF	Email: Nicole.Gibson@FloridaHousing.org			
	Name: Lisa Walker	Phone: 850 488 4197	Dep't: HHF	Email: Lisa.Walker@FloridaHousing.org			
	Name: Amanda Franklin	Phone: 850 488 4197	Dep't: HHF	Email: Amanda.Franklin@FloridaHousing.org			
	Name:	Phone:	Dep't:	Email:			
In consideration of the products and services provided to Client, Client will pay CLS the fees set forth in Section 6.a) of the SOW which is incorporated herein by this reference.							
Projected Monthly Volume: 75			Would you like a separate invoice for each order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Billing Information	<input type="checkbox"/> Email		<input type="checkbox"/> Pre-Pay		<input checked="" type="checkbox"/> Direct Mail		
					<input type="checkbox"/> Other:		
	Contact: Nicole Gibson				Phone: 850 488 4197		
	<input checked="" type="checkbox"/> Same address as above			<input type="checkbox"/> Different address below		Email:	
	Street:		City:		State:	ZIP:	
More Billing Info:							
Ordering Method	<input checked="" type="checkbox"/> OnLine (SourceNet)		<input type="checkbox"/> XML/Interface		<input type="checkbox"/> Bulk order		
					Other:		
Delivery	Email Address: NICOLE.GIBSON@FLORIDAHOUSING.org						



CoreLogic

CONFIDENTIAL DOCUMENT  
CLIENT CONTRACT

<b>Methods</b>	<input checked="" type="checkbox"/> Email delivery or Notification	<input type="checkbox"/> XML	<input type="checkbox"/> Other
<b>Order Footprint</b>	<input type="checkbox"/> National	<input checked="" type="checkbox"/> Regional	List Regional States: <b>FLORIDA</b>
<b>Client Exclusionary List</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Please provide prior to On-Boarding call		
<b>Residential Broker Price Opinion (BPO) Products</b>			
<b>Note: All product turnaround times are calculated on Business Days</b>			
<input checked="" type="checkbox"/> 1 Page BPO with 3 Sold & 3 Listing (51)		<input type="checkbox"/> 1 Page BPO with 3 Sold (54)	
<input type="checkbox"/> 2 Page BPO with 3 Sold & 3 Listing (66)		<input type="checkbox"/> 1092C	
Variation: <input checked="" type="checkbox"/> Exterior		<input type="checkbox"/> Interior	
Variation: <input checked="" type="checkbox"/> Standard 5 Day		<input type="checkbox"/> Rush 3 Day	
<b>Residential Hybrid Products</b>	<input type="checkbox"/> Property Listing Verification Report <input type="checkbox"/> BPO Review		
<b>Fannie Mae Program</b>	2 Page Servicing BPO with 3 Sold & 3 Listings (27) Variations: <input type="checkbox"/> Exterior - Bid Instruction 5 Business Days <input type="checkbox"/> Interior - Short Sale 7 Business Days <input type="checkbox"/> Interior HAFA - Short Sale 7 Business Days <input type="checkbox"/> Interior HAFA - Died in Lieu 7 Business Days		
<b>Territory Orders</b>	Variation: <input type="checkbox"/> Exterior - 10 Business Days <input type="checkbox"/> Interior - 10 Business Days *A Territory Order is defined as any property outside the 50 states and will have an increased fee		
<b>Commercial Evaluation Report (CER)</b>	Variation: <input type="checkbox"/> Exterior Commercial Evaluation - 10 Business Days <input type="checkbox"/> Interior Commercial Evaluation - 10 Business Days		
<b>BPO Guidelines</b>	Do you allow REO properties to be used in your comp selection? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Can Agent / Broker complete multiple BPOs on the same property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, prior within: <input type="checkbox"/> 6 months <input type="checkbox"/> 12 months	
	Allow estimates for subject property characteristics? <input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No * Estimates are always allowed on house accounts.		



CoreLogic


CONFIDENTIAL DOCUMENT  
CLIENT CONTRACT

**Business Day**

**“Business Day” means Monday – Friday except for federal holidays and days on which CLS is not open for business.**

SIGNATURES ON NEXT PAGE



<b>Certification</b>	I certify that the foregoing information is true and accurate to the best of my knowledge. I agree that I am solely responsible for the total Product cost, as applicable, and for all extraneous costs relating to special guidelines, order cancellations, and Field Associate documentation that are generated in my name under my established account number, I agree to comply within 30 days of receipt to the standard terms of sales that require payment upon receipt of invoice if an up-front payment method is not required.	
<b>Executed:</b>	Florida Housing Finance Corp	227 N. Bronough St, Suite 5000
	Client Name	Client Address
	Stephen P. Auger	1/17/14
	Print Name	Date
	By: 	Executive Director
	Signature	Title
Steve.Auger@floridahousing.org	850 488 4197	
Email Address	Phone	

<b>CL Relationship Contacts:</b>	National Client Director	Phone
	Tracie Wilson	949-236-1894
	Strategic Sales Executive	Phone
	Client Account Specialist	Phone
		CRM Opportunity ID:

**STATEMENT OF WORK 3**

This Statement of Work 3 ("SOW 3") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and Florida Housing Finance Corporation, a public corporation and instrumentality of the State of Florida ("Customer") (collectively, the "Parties," or individually, a "Party"). This SOW 3 is subject to the July 23, 2013 Master License Agreement, and all subsequent amendments, exhibits, or attachments ("Agreement") between the Parties. This SOW 3 is effective as of the date of last signature below ("SOW 3 Effective Date"). The Parties agree as follows:

**I. SERVICES, DELIVERY & FEES:** CoreLogic shall provide Customer with the Services listed below via the specified delivery method. Customer shall pay to CoreLogic the Fees set forth below. If the chart below indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the Service.

Services	Delivery, Fees & Additional Information
A. Information	Information delivered via CoreLogic's secure, password-protected internet site, realquest.com (RealQuest)
1. Comparables	\$1.00 per report
2. Custom Reports	
a. Property Characteristics	\$0.30 per record
b. Expanded Property Characteristics	\$0.02 per record
c. Mortgage Information	\$0.02 per record
d. Transaction Information	\$0.07 per record
e. Specialty Fields	\$0.07 per record
3. Listing and Marketing Activity Report	\$5.00 per record
4. Property Detail	\$0.50 per report

**II. ADDITIONAL FEE & DELIVERY INFORMATION:**

**A. RealQuest Administrative Module:** Customer may access the RealQuest Administrative Module at no additional charge.

**III. PERMITTED APPLICATIONS:** Customer shall use the Services solely for the applications specified below in accordance with the terms and conditions of this Agreement.

**A. Customer's Use:** With the exception of Listing and Marketing Activity Report which Customer shall use solely for Customer's own internal business purposes of risk management, Customer shall use the Services solely for Customer's own internal business purposes of verification. Customer shall not resell, relicense or redistribute the Services in whole or in part.

**IV. SOW TERM AND RENEWAL:** The term of this SOW 3 is for 12 months, commencing on SOW 3 Effective Date. Thereafter, the term of this SOW 3 shall not renew, unless mutually agreed upon by the Parties in writing.

**V. EXECUTION:** This SOW 3 may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this SOW 3 is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW 3 and all Parties have received a fully executed SOW 3. The Parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this SOW 3. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW 3.

**FLORIDA HOUSING FINANCE CORPORATION  
("CUSTOMER")**

By:   
Authorized Signature


Name: Stephen P. Auger

Title: Executive Director

Date: 12/11/13

Address: 227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32303

**CORELOGIC SOLUTIONS, LLC ("CORELOGIC")**

By:   
Authorized Signature

Name: Faith Schwartz

Title: Senior Vice President, Government Solutions

Date: 12/16/2013

Address: 40 Pacifica, Suite 900  
Irvine, California 92618

## Statement of Work 2

This Statement of Work 2 ("SOW 2") is between CoreLogic Credco, LLC, a Delaware limited liability company, the service-providing affiliate of CoreLogic Solutions, LLC ("Credco"), and Florida Housing Finance Corporation, a public corporation and instrumentality of the State of Florida ("Customer") (collectively, the "Parties," or individually, a "Party"). This SOW 2 is subject to the Master License Agreement dated July 23, 2013 between Customer and CoreLogic Solutions, LLC ("CoreLogic"), and all subsequent amendments, exhibits, or attachments ("Agreement") between the Parties. This SOW 2 is effective as of the date of last signature below ("SOW 2 Effective Date").

The Parties agree as follows:

**I. SERVICES:** The following services (the "Services") shall be provided to Customer under this SOW 2:

A. Custom Batch Mortgage Report

**II. PERMITTED APPLICATIONS:** Customer and any Customer Affiliates specified in Exhibit A shall use the Services solely for the purposes set forth below in Section IX of the Service Addendum, and in accordance with the terms and conditions set forth in this SOW 2 and the Service Addendum. Customer shall not use the Services for any other purposes.

**III. DELIVERY:** Customer shall submit to Credco a minimum of 50 loan records per order containing the data elements set forth in the Input File portion of Exhibit 2 (Input/Output File Exhibit), unless otherwise agreed upon by Credco. Credco shall deliver the Services to Customer containing, where available, the data elements set forth in the Output File portion of Exhibit 2 (Input/Output File Exhibit) via secure file transfer protocol ("SFTP"). See attached CoreLogic Credco Enterprise File Transfer (EFT) Exhibit for instructions on securely transfer Customer's Input File to Credco.

**IV. FEES:** Notwithstanding anything to the contrary in the Agreement, the Services set forth in this SOW 2 shall be billed by Credco to Customer as set forth below, and Customer shall pay to Credco the Fees set forth below.

A. Customer shall pay to Credco a fee of \$2.00 per record for access to the Services.

B. The Fees for the Services are payable by Customer to Credco within 30 days of the Service Addendum Effective Date. Fees may be changed, effective upon written notice. The processing of the same loans multiple times constitutes multiple billings, as applicable. For purposes of clarification, there is no discount fee for repeated runs of the same loan.

**V. TERM; TERMINATION:** The term of this SOW 2 shall be for 12 months commencing on the SOW 2 Effective Date. Thereafter, this SOW 2 shall not be renewed unless mutually agreed upon by the Parties in writing.

Notwithstanding anything to the contrary in the Agreement, either party may terminate this SOW 2 without cause or penalty effective upon five (5) business days' prior written notice to the other party. In addition, Credco may suspend providing Services to Customer without notice if Credco believes that Customer has breached any of its obligations hereunder until the breach has been fully cured to Credco's satisfaction and Credco has received satisfactory assurances that such breach will not reoccur and Customer will fully perform its obligations under this SOW 2.

**VI. ADDITIONAL TERMS:** The terms set forth in Exhibit 1 (Credit Services Addendum), Exhibit 2 (Input/Output File) Exhibit A (Customer Affiliates) and any other documents attached to this SOW 2 shall apply to this SOW 2.

**VII. EXECUTION:** This SOW 2 may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this SOW 2 is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW 2 and all Parties have received a fully executed SOW 2. The Parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such party to this SOW 2. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW 2.

FLORIDA HOUSING FINANCE CORPORATION  
("CUSTOMER")

By:   
Authorized Signature

Name: Stephen Augur

Title: Executive Director

Date: 9/17/13

Address (no P.O Box): 227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32303

Phone Number: (850) 488-4197

Federal Tax I.D. #: 59-3451366

Intended Use of Credit Reports (identify all uses):  
\_\_\_\_\_

Nature of Business: \_\_\_\_\_

Additional Physical Locations Covered by this Agreement:  
none

CORELOGIC CREDCO, LLC ("CREDCO")

By:   
Authorized Signature

Name: Michelle Pinnix

Title: Vice President, Division Sales

Date: 9/19/13

Address: 10277 Scripps Ranch Boulevard  
San Diego, California 92131



EXHIBIT 1

CREDIT SERVICES ADDENDUM  
TO  
MASTER SERVICES AGREEMENT

This Credit Services Addendum (“**Credit Addendum**”) is entered into by and between CoreLogic Credco, LLC, (“**Credco**”) and the customer identified below in the signature block to this Credit Addendum (“**Customer**”) (collectively, the “**Parties**,” or individually, a “**Party**”). This Credit Addendum is subject to the Master Services Agreement and all subsequent amendments, exhibits, or attachments thereto (“**Agreement**”) between the CoreLogic Solutions, LLC (“**CoreLogic**”) and Customer. This Credit Addendum is effective as of the date of last signature below.

**I. SERVICES TO BE PROVIDED UNDER THIS CREDIT ADDENDUM.**

As used in this Credit Addendum, “**Services**” means a “consumer report,” as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. 1681 et. Seq., as amended (“**FCRA**”), including credit risk scores (“**Scores**”), basic reports, and enhancements to the basic reports (collectively, “**Credit Reports**”), and such other non-consumer report products and services, as made available by Credco from time to time.

**II. CREDCO LICENSE TO THE SERVICES.**

- a. **License Grant.** Subject to the terms and conditions of this Credit Addendum and the Agreement, Credco grants to Customer a non-exclusive, non-transferable, limited license to use the Services solely for Customer’s internal business purposes. There are no implied licenses under this Credit Addendum or the Agreement. All rights not expressly granted herein are reserved.

THIS CREDIT ADDENDUM DOES NOT ESTABLISH ANY OBLIGATION ON THE PART OF CREDCO TO PROVIDE ANY SERVICES TO CUSTOMER UNTIL CREDCO HAS NOTIFIED CUSTOMER THAT ACCOUNT SET-UP HAS BEEN COMPLETED, AS DESCRIBED IN THE “ACCOUNT ENROLLMENT PROCESS” PACKET ATTACHED HERETO, AND CREDCO HAS ISSUED ACCESS CODES TO CUSTOMER.

Credco will provide the Services, as available, to Customer and Customer Affiliates during the term of this Credit Addendum. “**Customer Affiliates**” are those entities, if any, listed in Exhibit A to this Credit Addendum, which are and will be at all times entities, which are controlled by, or are under common control with Customer. “**Control**” means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. Customer represents and warrants that it has the full power and authority to bind each Customer Affiliate to every obligation of Customer in this Credit Addendum, and Customer’s signature to this Credit Addendum will bind each Customer Affiliate. At Credco’s request, Customer will cause any Customer Affiliate to provide Customer with written certification substantially similar to the ones made by Customer in Sections 2.2(a) and 9 below. References throughout this Credit Addendum to “**Customer**” shall apply as well to any Customer Affiliate using the Services, as appropriate.

b. **Use Restrictions.**

1. Customer certifies that it will order Credit Reports as an end user. Customer further certifies that it will order Credit Reports solely for one or more of the permissible purposes set forth in Section 9 and for no other purpose. Customer agrees to obtain a signed written authorization for each consumer prior to ordering a Credit Report on such person, will maintain all authorizations on file for at least five (5) years, and will provide Credco with copies (or originals) on request.
2. **Customer agrees that it will not order Credit Reports for employment purposes or transactions not initiated by the consumer (prescreening), without Credco’s prior written approval.** Customer agrees to refer consumers to Credco for all substantive inquiries regarding the Credit Reports, to obtain the written permission of the consumer to obtain the Credit Reports where required under applicable state laws in the form required under such laws, and to provide all notices and disclosures required under federal and state laws. To the extent applicable, Customer certifies that it will comply with applicable provisions under Vermont law. In particular, Customer certifies that it will order Credit Reports relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act (“**VFCRA**”), only after Customer has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Customer further certifies that it has obtained a copy of Section 2480e of the Vermont Fair Credit Reporting Statute from Credco at Credco’s website [www.credco.com/legaldocuments/Exhibitbvermontlaw.pdf](http://www.credco.com/legaldocuments/Exhibitbvermontlaw.pdf). Customer understands that the FCRA provides that any person “who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as

Credco] under false pretenses shall be fined under title 18, imprisoned for not more than 2 years, or both.” Customer acknowledges that it understands its obligations under the FCRA and applicable state laws in ordering and using Credit Reports, and Customer agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance.

3. Customer shall not disclose, disseminate, share, sublicense, resell or otherwise redistribute the Services (or any part thereof) to any parent, subsidiary, affiliate (other than a Customer Affiliate) or other third party, except: (i) in connection with the sale of a loan to which the Services relate; (ii) to the consumer if an adverse action (as defined by the FCRA) has been taken based on a Credit Report; or (iii) as otherwise required by law.
4. Customer shall not: (i) use or store the Services outside of the United States; (ii) allow access to the Services through terminals located outside of Customer’s operations; (iii) use the Services to create, enhance or structure any database in any form for resale or distribution; (iv) use the Services to create derivative products or other derivative works; (v) comingle, process or combine any portion of the Services or permit any portion of the Services to be comingled, processed or combined with other data or software from any other source; (vi) disassemble, decompile, manipulate or reverse engineer any portion of the Services; or (vii) use the Services in any way that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
5. Customer shall: (i) abide by all applicable federal, state, and local laws and regulations of governing consumers’ rights to privacy, including without limitation any applicable non-solicitation laws and regulations, the FCRA, state consumer reporting laws, and the Gramm-Leach-Bliley Act; and (ii) limit access to the Services to those individuals who: (a) have a “need to know” in connection with Customer’s business; (b) have been appropriately trained; and (c) agree to not attempt to obtain the Services on themselves, associates, or any other person except in the exercise of their official duties.
6. Customer shall: (i) obtain any necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation applicable to Customer’s use of the Services; and (ii) limit use of the Services to its employees who have been appropriately trained. Customer shall maintain the confidentiality of any usernames and passwords issued by Credco and Customer shall not permit usernames or passwords to be shared amongst its employees. Credco may prohibit concurrent sessions with the same username and password.
7. Customer represents that it is not a(n) private detective, detective agency, investigative company, bail bondsman, bail bond enforcement company, bounty hunter, law firm, credit or financial counseling firm, “credit repair company or credit clinic,” loan modification company, news or media agency or journalist, law enforcement agency, foreign company or foreign government agency, weapons dealer, seller or distributor, company engaged in insurance claims, dating service, asset location service, Internet people locator service, diet center, adoption search firm, timeshare, pawn shop, condominium/homeowner association, country club, non-governmental agency or business associated with the collection of child support, company that locates missing children, massage service, genealogical or heir research firm, check cashing entity, an adult entertainment service of any kind, business that operates out of an apartment or unrestricted location within a residence, company that handles third party repossession, company or individual involved in spiritual counseling, individual seeking information for their private use, tattoo service, business engaged in subscriptions (magazines, book clubs, record clubs, etc.), health club, continuity club, or a person that will not be an end-user of the Credit Reports, and Customer agrees to notify Credco PRIOR to any change in any of the foregoing.
8. To the extent Customer accesses and obtains Credit Reports from Credco, Customer agrees to comply with the following requirements set forth in this Section 8: Customer acknowledges it has obtained a copy of the “Notice to Users of Consumer Reports: Obligations Under the FCRA” from Credco at Credco’s website [www.credco.com/legaldocuments/NoticetoUser.pdf](http://www.credco.com/legaldocuments/NoticetoUser.pdf). Copies also are available directly from the CFPB at [www.consumerfinance.gov](http://www.consumerfinance.gov). Customer acknowledges it has received a copy Credco’s Access Security Requirements, from the website [www.credco.com/legaldocuments/AccessSecurity.pdf](http://www.credco.com/legaldocuments/AccessSecurity.pdf) and Customer agrees to comply with such requirements as modified by Credco from time to time and posted on that website. Customer agrees to monitor such website on a monthly basis to obtain notice of any changes to the Access Security Requirements and Customer agrees to comply with any and all such changes to the Access Security Requirements.
9. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a “retail seller” (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person (“point of sale transactions”). To the extent applicable, Customer certifies that these requirements do not apply to it because (i) Customer is NOT a “retail seller” (as defined in Section 1802.3 of the California Civil Code), and/or (ii) Customer does NOT issue credit to California residents who appear in person on the basis of applications for credit submitted in person. Customer

further certifies that it will notify Credco in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.

10. In the event Customer changes its location, ownership, or control, Customer agrees to notify Credco in writing, within ten (10) days of such change ("Change"). In addition, Customer may not assign or transfer any rights or obligations granted under this Credit Addendum until any Change has been properly credentialed and approved by Credco pursuant to Credco's compliance requirements. A change in control constitutes a Change under this Credit Addendum.

c. **Service Specific Restrictions.**

- a. **Scores.** To the extent applicable and if Customer receives Scores, the following additional terms and conditions shall apply:

- (i) Customer agrees that it will not use any Score for prescreening. Customer acknowledges that the Scores and the factors on which the Scores are based are proprietary to the providers of the Scores, and Customer agrees to hold all Scores received from Credco pursuant to this Credit Addendum in strict confidence for Customer's exclusive use and not to disclose any Score to the consumer or to any third party, except as required under applicable law. For purposes of this Credit Addendum, "adverse action" has the meaning assigned to such term under Regulation B (12 CFR Section 202 *et seq.*) ("Regulation B") promulgated under the Federal Equal Credit Opportunity Act, 15 USC, Section 1691 *et seq.* ("ECOA"). Customer may store Scores solely for Customer's own use in furtherance of Customer's original purpose for obtaining the Scores. Customer shall not use the Scores for model development or model calibration and shall not reverse engineer the Scores.

- (ii) Customer may provide the principal factors contributing to a Score to the subject of the Score when those principal factors are the basis of Customer's adverse action against the subject or as otherwise required under applicable law. Where such principal factors are provided to the subject, Customer must describe such factors in a manner that complies with all applicable law, including without limitation: the ECOA and Regulation B. Customer agrees not to use any Score as the basis for an adverse action unless the Score factor codes have been delivered to Customer together with the Score, and Customer agrees periodically to revalidate the Score as required under Regulation B. Customer recognizes that all Scores (a) are statistical and may not be predictive as to any particular individual; (b) are not intended to characterize any individual as to credit capability; and (c) other factors must be considered in making a credit decision. No Score is intended to characterize any of Customer's applicants or customers as to credit capability, and neither Credco nor any Score provider guarantees the predictive value of any Score with respect to any of Customer's applicants or customers. Scores represent an estimate of credit risk relative to other individuals used by the Score provider to develop the Score and any predictive value of the Score only represents the provider's opinion based on its point-scorable prediction algorithms, risk models, and/ or other methodology. **IN ORDERING A SCORE, CUSTOMER HAS MADE ITS OWN ANALYSIS OF THE STATISTICAL RELIABILITY AND UTILITY OF USING THE SCORE.**

- (iii) Customer understands that the providers of the Scores impose specific requirements for Customer to use their Scores (as set forth in Exhibit C, which is incorporated herein by reference, and is found at the website [www.credco.com/LegalDocuments/Exhibitc.pdf](http://www.credco.com/LegalDocuments/Exhibitc.pdf)). Customer acknowledges it has received a copy of Exhibit C from the foregoing website and agrees to comply with the provisions therein as in effect and as modified from time to time and posted on that website as a condition to ordering such Scores. Customer agrees to monitor such website on a monthly basis to obtain notice of any changes to the Scores listed on Exhibit C and Customer agrees to comply with any and all such changes to Exhibit C as a condition to ordering and using the Scores set forth in Exhibit C. In the event of a direct conflict between the terms of any specific requirements of a Score provider and the general provisions of this Section 2.3 (a)(iii), the specific requirements of the Score provider shall govern, but only with respect to the provision that is in conflict. In the event that any Score provider adds or otherwise modifies its requirements for Customer's use of its Score, Customer agrees that such terms will automatically be incorporated into this Credit Addendum and become part hereof, and that by ordering any such Score or Scores hereunder, Customer agrees that such requirements will be binding on Customer. From time to time, Credco may make additional credit risk scores available to Customer. In such case, each such additional score Customer decides to purchase will be a "Score" for all purposes of this Credit Addendum, and Customer's use of such Score and related obligations will be governed by the applicable provisions of this Credit Addendum and any additional terms and requirements imposed by Credco and/or the provider of the Score.

- b. **Account Review.** If Customer utilizes Credit Reports for account review purposes, the following additional terms and conditions shall apply: Customer certifies that it will use the account review services provided by Credco solely for review or monitoring of Customer's own open accounts and/or closed accounts with balances owing, and for no other

purpose. In the event Customer elects to review its closed end accounts, Customer certifies that it has the contractual authority to review and/or modify the terms of such accounts. If Customer requests account review services as a potential investor or servicer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation, Customer shall first obtain the prior written consent of the current account owner or servicer of such accounts and make a copy of such consent available to Credco. Customer further certifies that it will not use the credit information procured for account review purposes for any other purpose, including without limitation, use in connection with any residential mortgage origination, collection of an account, or account valuation or assessment in connection with the acquisition of a portfolio.

- c. **Portfolio Review.** If Customer utilizes Credit Reports for portfolio credit review purposes ("**Portfolio Credit Review Reports**") to determine a loan portfolio's value, short- and long-term profitability, and/or inherent risk (delinquency, charge off, and/or bankruptcy), the following additional terms and conditions shall apply:
- i. Customer certifies that it will use Portfolio Credit Review Reports for one or more of the following purposes and for no other purpose: (a) as a potential investor or servicer, or current insurer, in connection with an evaluation of, or assessment of the credit or prepayment risks associated with, an existing credit obligation; (b) in connection with the review or collection of an account of a consumer to whom Customer has extended credit; or (c) to review an account to determine whether the consumer continues to meet the terms of the account. For purposes of the foregoing, the term "account" refers only to "active," "open" accounts.
  - ii. If Customer is a prospective seller in a loan portfolio sale transaction: (a) Customer may permit prospective buyers to review the individual Scores in a Portfolio Credit Review Report that Customer has ordered on the portfolio with the assigned tracking numbers associated with the Scores (which tracking numbers cannot be derived from social security numbers), (b) upon completion of the sale of the portfolio, Customer agrees to transfer the Portfolio Credit Review Report and all related data (both demographic and scores) to the buyer, and (c) Customer agrees not to maintain a copy of such report or data. Customer recognizes that the review of identified credit files does not guarantee the non-existence of other data, or the subsequent addition or consolidation of other data on the consumer.
  - iii. Customer further recognizes that factors other than the Scores included in the Portfolio Credit Review Reports should be considered in making a credit or other decision, including the Credit Report from which the Score was derived, the individual credit application, economic and other factors. Factors provided by Credco as significantly contributing to the Score may be disclosed to consumers as a reason for taking adverse action. However, the Score is proprietary and may not be used as the reason for taking adverse action. Customer agrees not to disclose the actual Score to the consumer, unless otherwise required by law. Customer will require all persons permitted to receive the Portfolio Credit Review Reports to agree in writing to receive and use the reports in accordance with the terms and conditions set forth in this Credit Addendum.
  - iv. CUSTOMER WILL MAKE ITS OWN ANALYSIS OF THE INFORMATION CONTAINED IN THE PORTFOLIO CREDIT REVIEW REPORTS, INCLUDING STATISTICAL RELIABILITY AND UTILITY OF USING SUCH INFORMATION IN CONNECTION WITH CUSTOMER'S TRANSACTIONS.
- d. **Batch Review.** If Customer orders off-line batch format account review or portfolio credit review services ("**Batch Services**"), the following additional terms and conditions shall apply: (i) Customer agrees that it will use the Batch Services only to determine future credit relationships with its customers and will properly advise its customers of the reasons for any adverse action taken; (ii) Customer may not cancel a specific Batch Service after (a) Credco's information provider(s) has provided the names to Credco or (b) Credco has provided the names to Customer or Customer's processor; (iii) Customer may obtain certain additional items of information regarding consumers as agreed between Credco and Customer on a project-by-project basis in connection with the Batch Services; (iv) Customer may retain a copy of the Batch Services output provided to it by Credco for a period not to exceed sixty (60) days from the date of the applicable project is completed; (v) Customer will document the destruction of such output for audit purposes; and (vi) to the extent Scores are delivered in connection with the Batch Service, then the foregoing terms and conditions will supplement the other terms and conditions governing use of such Scores.

**III. SECURITY REQUIREMENTS.** At Customer's request, Credco will accept orders for Services transmitted to either Credco's website on the Internet or Credco's web servers via the Internet. Credco will transmit Services ordered through either such website or servers in such manner that they are accessible only pursuant to the subscriber number and password assigned to Customer by Credco. Customer acknowledges it has received a copy of Credco's Security Requirements from the following websites: [www.credco.com/legaldocuments/InternetSecurity.pdf](http://www.credco.com/legaldocuments/InternetSecurity.pdf) and [www.credco.com/legaldocuments/AccessSecurity.pdf](http://www.credco.com/legaldocuments/AccessSecurity.pdf), and agrees to comply with the provisions therein as may be modified from time to time by Credco and posted on that website. Customer agrees to monitor such website on a monthly basis to obtain notice of such changes to the Internet Security

Requirements, and Customer agrees to comply with any and all such changes to the Internet Security Requirements. Customer agrees that each time it places an order for a Service via the Internet, Customer is, and will continue to be, in compliance with these requirements. CUSTOMER AGREES THAT NOTHING IN THIS SECTION 3 PERMITS CUSTOMER TO TRANSMIT SERVICES (OR ANY INFORMATION THEREIN) IN VIOLATION OF THE TERMS OF THIS CREDIT ADDENDUM, INCLUDING THE TERMS OF CREDCO'S INTERNET SECURITY REQUIREMENTS AND CREDCO'S ACCESS SECURITY REQUIREMENTS, AND CUSTOMER AGREES THAT IT WILL NOT DO SO WITHOUT SPECIFIC WRITTEN PERMISSION FROM CREDCO. CREDCO DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED THROUGH THE INTERNET UNINTERRUPTED OR FREE FROM DISABLING DEVICES, AND IN NO EVENT WILL CREDCO HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

**IV. SECURITY BREACH REQUIREMENTS.** In the event of any actual or suspected security breach that Customer either suffers or learns of that either compromises or is likely to compromise Credco data (e.g., physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a PC (laptop or desktop), loss-theft of printed materials, etc.) (collectively, a "Security Breach"), Customer will promptly notify Credco security personnel within one (1) business day of the discovery of such Security Breach and will immediately coordinate with Credco security personnel to investigate and remedy the Security Breach. Except as may be permitted by applicable law, Customer agrees that it will not inform any third party of any such Security Breach without Credco's prior written consent; however, if such disclosure is required by applicable law, Customer agrees to work with Credco regarding the content of such disclosure so as to minimize any potential adverse impact upon Credco and its customers. Customer also agrees to comply with all applicable federal and state breach laws and to provide timely notification under applicable law to those individuals affected by the Security Breach (including, but not limited to, notification to law enforcement authorities in the jurisdiction of Customer and/or individual(s) effected) in the event the Security Breach was caused by or arose from the actions or inactions of Customer. In addition, Customer agrees to offer and provide, if accepted, to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or identity theft. The monitoring service must include the daily data from at least one (1) national consumer credit reporting bureau. If the root cause of the Security Breach is determined by Credco to be under the control of Customer (e.g., employee or former employee fraud, misconduct or abuse, poor information security practices, etc.), Credco may assess Customer an expense recovery fee. If the root cause of the Security Breach is determined by Credco to be under the control of Customer (see above), Customer is required to submit written documentation to Credco outlining the cause of the breach and suggested remedial actions. If a Security Breach occurs or is suspected to have occurred, Credco may take any action it considers appropriate to safeguard Credco's data, including but not limited to suspension of Customer's access until Credco has determined the Customer's environment is secure.

**V. DISPOSAL REQUIREMENTS.** Customer agrees to comply with the requirements as set forth in Exhibit E, which is incorporated herein by reference and found at the website <http://www.credco.com/LegalDocuments/Exhibite.pdf> regarding the proper disposal of consumer information. Customer acknowledges it has received a copy of Exhibit E from the website <http://www.credco.com/LegalDocuments/Exhibite.pdf> and agrees to comply with the provisions therein as in effect and as modified from time to time and posted on that website; Customer agrees to monitor such website on a monthly basis to obtain notice of any changes to Exhibit E and Customer agrees to comply with any and all such changes made to Exhibit E.

**VI. AUDIT RIGHTS.** Customer agrees that upon reasonable notice, Credco may (but has no obligation to), directly or through a third party, audit Customer's procedures related to this Credit Addendum (including, without limitation, Customer's network, security systems, facilities, practices, and procedures) in order to confirm that Customer adequately protects against the improper use of Services and that Customer is in compliance with Credco's Internet security requirements then in effect and all of the other requirements under this Credit Addendum. Customer agrees to fully cooperate in connection with such audits and to make all changes requested by Credco required to assure against unauthorized access of Services and for Customer to comply with the other requirements of this Credit Addendum.

**VII. TERMINATION.** Either Party may terminate this Credit Addendum and any related Statements of Work without cause or penalty effective upon five (5) business days' prior written notice to the other Party. In addition, Credco may immediately suspend or terminate orders and deliveries of Services if Credco believes that Customer has breached any requirements under this Credit Addendum or if Credco otherwise determines such action is necessary.

**VIII. OTHER TERMS.** The Fees for the Services may be changed effective upon 30 days' notice to Customer. The terms and conditions set forth in the Agreement that apply to CoreLogic as a data or information service provider shall be deemed to include Credco and its Score and information providers, including without limitation the provisions relating to disclaimers, limitations of liability, confidentiality, indemnification and general provisions. Notwithstanding the foregoing, Credco and CoreLogic shall have no obligation to indemnify Customer for any claims arising from the use of third party Credit Reports.


**IX. PERMISSIBLE PURPOSES:** Customer and any Customer Affiliates specified in Exhibit A certifies that it shall use the Services (a) solely for its exclusive one-time use, (b) in accordance with the terms and conditions set forth in this Credit Addendum, and (c) for the following purpose and no other purpose: in accordance with the written instructions of the consumer to whom the Credit Report relates (the "Consumer Subject"), for the sole purpose of verifying the Consumer Subject's eligibility for Customer's Mortgage Principle Reduction Program.


Notwithstanding any other provision in this Credit Addendum, Customer shall retain copies of all Consumer Subject written instructions for at least five (5) years and 6 months, and Credco shall have the right, during normal business hours and with reasonable prior written notice, to audit and make copies of such instructions. Prior to destroying any Consumer Subject written instructions, Customer shall notify Credco of its intent to take such action and, if requested by Credco, shall deliver such instructions to Credco.

**IN WITNESS WHEREOF,** the Parties have caused this Credit Addendum to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Credit Addendum.

**FLORIDA HOUSING FINANCE CORPORATION**  
("Customer")

**CORELOGIC CREDCO, LLC**  
("Credco")

By:   
Authorized Signature  
Name: Stephen Auger  
Title: Executive Director  
Date: 9/17/13

By:   
Authorized Signature  
Name: Michelle Pinnix  
Title: Vice President, Division Sales  
Date: 9/19/13

Address: 227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32303

Address: 10277 Scripps Ranch Boulevard  
San Diego, California 92131

Facsimile No.: (850) 922-7253

Federal Tax ID #: 59-3451366

Intended Use of Credit Reports (identify all uses): \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Additional Locations Covered by this Agreement: None

(List each physical address or attach a separate listing on company letterhead)

## MASTER LICENSE AGREEMENT

This Master License Agreement is entered into between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and Florida Housing Finance Corporation, a public corporation and instrumentality of the State of Florida ("Customer") (collectively, the "Parties," or individually, a "Party"). This Master License Agreement is effective as of the date of last signature ("Effective Date").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions

Unless the context of a provision herein otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" or "including" shall mean include without limitation, includes without limitation or including without limitation. As used in this Agreement (as defined below), the following terms have particular meanings as defined below.

1.1 **"Agreement"** means this Master License Agreement, together with all related statements of work (each a "SOW"), exhibits, orders and amendments.

1.2 **"Confidential Information"** means (i) information disclosed by a Party relating to the Services (as defined below), product development strategy and activity, marketing strategy, corporate assessments and strategic plans, either present or future; pricing, financial and statistical information, accounting information, identity of and information regarding the Parties to this Agreement, suppliers, employees, investors, or customers; software, source code, systems, processes, designs, schematics, methods, techniques, algorithms, formulae, inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation; (ii) other confidential, proprietary or trade secret information disclosed by that Party that is identified in writing as such at the time of its disclosure; (iii) other confidential, proprietary or trade secret information disclosed by that Party; (iv) information relating to that Party's employees, contractors or customers, such as social security number verification which, if released, would cause an unlawful or actionable invasion of privacy; (v) the terms of this Agreement; and (vi) any compilation or summary of information or data that is itself confidential.

1.3 **"End User"** means, if specifically authorized in the Permitted Applications of a particular SOW, an individual or entity determined by Customer to have a legitimate business need to use the Services or Customer's products that incorporate or rely on the Services. End Users shall only access the Services or Customer's products on a restricted basis, as authorized in the SOW, using an assigned password or other security mechanism to prevent unauthorized access.

1.4 **"Permitted Affiliate"** means, if specifically authorized in the Permitted Applications of a particular SOW, an entity, including any Customer Affiliate, identified in the Permitted Applications of a particular SOW as authorized to access the Services, so long as that entity is, and continues to be, controlled by, controls, or is under common control with Customer.

1.5 **"Permitted Applications"** means the authorized use of the Services set forth in the applicable SOW.

1.6 **"Permitted Processor"** means, if specifically authorized in the Permitted Applications of a particular SOW, an entity independent of Customer that processes data on behalf of Customer and that has been approved in advance in writing by CoreLogic to provide processing services using the Services set forth in such SOW.

1.7 **"Permitted Users"** means, if applicable, End Users, Permitted Affiliates, and Permitted Processors collectively.

1.8 **"Services"** means the software applications, models, analytics, data, reports, scores, images and any applicable user manuals and any other services provided by CoreLogic to Customer as specified in each SOW. The Services include any corrections, bug fixes, enhancements, updates or other modifications to the Services.

### 2. Agreement Structure

This Agreement contains terms and conditions applicable to all SOWs. When fully executed by authorized signatories of the Parties, each SOW sets forth the specific Services, delivery methods, fees, Permitted Applications and any other terms applicable to the specific Services provided under such SOW and attaches to this Agreement.

### **3. License**

**3.1 License Grant.** Subject to the terms and conditions of this Agreement, CoreLogic grants to Customer a non-exclusive, non-transferable, limited license to use the Services set forth in each SOW solely for the Permitted Applications for each of the Services. There are no implied licenses under this Agreement, and any rights not expressly granted to Customer are reserved by CoreLogic for its own use and benefit.

**3.2 License Restrictions.** Customer represents and warrants to CoreLogic that it shall comply, and ensure that its Permitted Users comply, with the following:

(a) Customer shall not use the Services for purposes other than the Permitted Applications and shall ensure compliance with such terms by its Permitted Users, if applicable.

(b) Unless expressly authorized in the Permitted Applications: (i) with the exception of Permitted Users, Customer shall not share the Services with any parent, subsidiary, affiliate or other third party, including any third parties involved in any joint venture or joint marketing arrangements with Customer; and (ii) Customer shall not use or store the Services outside the United States.

(c) Unless expressly authorized in the Permitted Applications or as required by law, Customer shall not: (i) disclose, use, disseminate, reproduce or publish any portion of the Services in any manner or permit the same; (ii) comingle, process or combine any portion of the Services or permit any portion of the Services to be comingled, processed or combined with other data or software from any other source; (iii) allow access to the Services through any terminals located outside of Customer's operations or facilities; (iv) use the Services to create, enhance or structure any database for resale or distribution; (v) redistribute the Services or Customer's products over the Internet; or (vi) use the Services to create models, analytics, derivative products or other derivative works.

(d) Notwithstanding anything to the contrary, the Parties understand and agree that the information provided by the federal Government in response to a consumer's request on the IRS Form 4506-T, the Social Security Administration form SSA-89 or any similar Government request form constitutes "transaction and experience information" as described in Section 603(d)(2)(A)(i) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the "FCRA"), and not consumer report information as defined in FCRA Section 603(d). Moreover, the Parties understand and agree that, when CoreLogic provides Services to Customer by delivering the information obtained from the federal Government pursuant to such forms, CoreLogic acts only as a conduit between the federal Government and Customer with respect to such information and that CoreLogic does not assemble or evaluate such information for the purpose of providing the information to Customer or to any other third party. Customer shall not use the Services: (i) as a factor in establishing an individual's eligibility for credit, insurance, or employment; (ii) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (iii) in connection with underwriting individual insurance; or (iv) in any way that would cause the Services to constitute a "consumer report" under the FCRA or similar statute, or by any other authority having jurisdiction over the Parties.

(e) Customer shall not use the Services in any way that: (i) infringes CoreLogic's or any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation; or (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing. If the Permitted Applications include direct marketing use, Customer shall comply with the published guidelines of the Direct Marketing Association and any applicable non-solicitation laws and regulations.

(f) Customer shall: (i) obtain any necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation applicable to Customer's use of the Services; and (ii) limit use of the Services to its employees who have been appropriately trained. Customer shall maintain the confidentiality of any usernames and passwords issued by CoreLogic and Customer shall not permit usernames or passwords to be shared amongst its employees. CoreLogic may prohibit concurrent sessions with the same username and password.

(g) Customer shall not disassemble, decompile, manipulate or reverse engineer CoreLogic's Confidential Information or any portion of the Services. Customer shall take all necessary steps to prevent unauthorized use or disclosure or disassembly, decompiling, manipulation or reverse engineering of CoreLogic's Confidential Information or any portion of the Services.

(h) All product names set forth in the SOWs are registered or common law trademarks or service marks (collectively "Trademarks") of CoreLogic or its affiliates or data providers and no right or license to use the Trademarks is granted under this Agreement. Except as may be authorized in prior writing by CoreLogic, Customer shall not use the Trademarks in any



advertising or promotional material nor shall Customer disclose CoreLogic as a data source to any third party, except that such disclosures may be made as required by federal, state or local government regulations. Notwithstanding the above, unless expressly authorized in an applicable SOW, Customer shall not remove, alter or obscure any Trademarks or proprietary notices contained in the Services or other materials provided by CoreLogic, and to the extent any Trademarks appear in the Services, Customer shall have a limited license to use such Trademarks in accordance with the terms and conditions of this Agreement and solely as they appear in the Services.

#### **4. Delivery of Data and Format**

Customer acknowledges that the availability of data elements in the Services varies substantially from area-to-area, and circumstances may exist or arise which prevent CoreLogic from providing such data or achieving complete representation of all data elements in the Services. Notwithstanding anything to the contrary, CoreLogic may limit or discontinue the provision of the Services for geographic locations where: (i) CoreLogic is restricted by rules, regulations, laws or governmental entities; (ii) CoreLogic has discontinued the collection of data; or (iii) CoreLogic is prohibited by third party providers. CoreLogic and Customer shall renegotiate the Fees (as defined below) in good faith according to the prevailing pricing models if CoreLogic materially modifies the content or geographic coverage of the Services provided to Customer. Customer acknowledges and accepts CoreLogic's use of offshore or onshore subcontractors to provide the Services. CoreLogic may discontinue, upgrade or change the production, support, delivery and maintenance of any Services if CoreLogic develops an upgraded version or otherwise can no longer provide such Services.

#### **5. Fees**

5.1 **Fees.** Customer shall pay CoreLogic the fees set forth in each SOW ("Fees") within 30 days of CoreLogic's date of invoice unless provided differently in the applicable SOW. Customer shall pay for all charges relating to the use of usernames and passwords whether or not authorized by Customer. At the end of each CoreLogic billing cycle, CoreLogic may invoice Customer for all Fees incurred by Customer during such billing cycle.

5.2 **Taxes.** Fees are exclusive of sales, use, ad valorem, personal property, and other taxes, which are the responsibility of Customer. CoreLogic shall charge Customer applicable sales tax. Customer shall file all other taxes. If applicable, Customer shall provide CoreLogic with a resale or exemption certificate in order to notify CoreLogic how to appropriately invoice Customer for taxes.

5.3 **Late Fees.** If full payment is not made within the period set forth in Section 5.1 or the applicable SOW, Customer shall pay a charge equal to 1½ percent of the balance due, not to exceed the maximum legal limit permitted by law. If Customer becomes 10 or more days past due and fails to pay all past due fees within 10 days of CoreLogic's written notice of such delinquency, CoreLogic may suspend access or delivery of any Services provided under this Agreement until all past due charges and any related interest are paid, or terminate the Agreement, including any SOW; if CoreLogic suspends access or delivery, Customer shall pay any minimum fees during any period for which access or delivery is suspended. CoreLogic may enforce Customer's obligation to pay all fees through an attorney or collection agency, or CoreLogic may take legal action. Customer shall pay all of CoreLogic's attorneys' fees, agency fees, court costs and other collection costs, including all post-judgment costs for legal services at trial and appellate levels.

#### **6. Reporting; Audits**

6.1 **Compliance Audits.** CoreLogic may audit Customer for the purpose of ensuring Customer's compliance with the terms and conditions of this Agreement, upon five days prior written notice. CoreLogic may choose the auditor in its sole discretion. If the audit indicates there is a breach in Customer's compliance with this Agreement: (i) CoreLogic may immediately terminate this Agreement and pursue its legal remedies, and (ii) Customer shall pay for the cost of such audit. If Customer does not cooperate with CoreLogic's request to audit for compliance, Customer shall be deemed to have conclusively admitted to a material breach in Customer's compliance for which CoreLogic may immediately terminate this Agreement.

6.2 **Financial Audits.** Customer shall maintain current, accurate, and complete books and records relating to its usage of the CoreLogic Services and all payments due CoreLogic. CoreLogic or its designee may, at any time while this Agreement is in effect and for a period of six months thereafter, require Customer to provide, at Customer's expense, a certified statement prepared by a certified public accountant of CoreLogic's choosing verifying the accuracy of records relating to Customer's usage of the Services and all payments due CoreLogic. If such certified statement indicates any errors in Customer's records, CoreLogic or its designee may, on reasonable advance notice to Customer and during reasonable business hours, examine, inspect and audit such books and records and any source documents for the limited purpose of verifying the accuracy of Customer's reports and the amounts due. CoreLogic or its designee may, during the course of such examination, make copies

or extracts of Customer's books and records relating to Customer's usage of the Service. CoreLogic shall treat all information reviewed during an audit as confidential. The Parties each shall pay for one-half the cost of such audit, unless CoreLogic finds that Customer underpaid the fees due in an amount greater than 10 percent of the amount actually remitted. If Customer's underpayment of fees exceeds 10 percent of the amount actually remitted, Customer shall pay the full cost of the audit. Customer shall, within 30 days of discovery of such underpayment to CoreLogic, make such underpayment to CoreLogic and, if applicable, pay for the full cost of the audit.

## **7. Term; Termination**

**7.1 Term and Termination.** The term of this Master License Agreement commences on the Effective Date and continues until all SOWs are terminated. The term of each SOW is as specified in each such SOW. This Agreement, including each SOW, may not be terminated without cause during their respective terms. If either Party breaches any provision of this Agreement, including a provision of any SOW, the non-breaching Party may, upon providing written notice of such breach, terminate this Agreement in its entirety or the specific SOW that was breached, if the breach is not cured within 30 days following such notice, unless a shorter cure period is otherwise set forth in this Agreement or the applicable SOW. If Customer breaches this Agreement after receiving two prior breach notices at any time after the Effective Date, CoreLogic may automatically terminate this Agreement without providing further notice. If Customer (i) becomes insolvent, (ii) files, submits, initiates, agrees to or is subject to any bankruptcy petition, conservatorship, any request or petition for appointment of a receiver, any demand or application for voluntary or involuntary dissolution, or makes a general assignment for the benefit of its creditors, Customer is in breach under this Agreement and CoreLogic may, upon providing written notice of such breach, terminate the Agreement. Customer acknowledges that minimum fees, annual fees, flat fees and the like are based on a minimum term. If the Agreement or any SOW is terminated due to Customer's breach, Customer shall pay CoreLogic the full amount of any outstanding minimum fees, annual fees, flat fees or the like for the remainder of the then-current term.

**7.2 Effects of Termination.** Upon termination of this Agreement or a SOW, all license rights granted by CoreLogic to Customer pursuant to the Agreement or such SOW terminate and Customer shall pay CoreLogic in full for all Services accessed or delivered. Notwithstanding the foregoing, the Parties agree that if Customer orders or continues to use the Services after the expiration or termination of this Agreement or the applicable SOW, and CoreLogic accepts such orders or delivers such Services, then such orders and use of the Services shall be governed by the terms and conditions of this Agreement; provided, however, that acceptance by CoreLogic of any order or delivery of any Services after the expiration or termination will not be considered an extension or renewal of this Agreement or the applicable SOW, nor obligate CoreLogic to accept any other orders or continue to deliver the Services.

**7.3 Return or Destruction of Materials.** Within 15 days of termination of this Agreement or a SOW by either Party, Customer shall: (i) return all Services and CoreLogic's Confidential Information (including all copies of the same) (the "Materials") to CoreLogic at the address set forth on the signature page of this Agreement or as specified by CoreLogic and certify by an officer of Customer that Customer has returned all Materials; or (ii) destroy all Materials and certify by an officer of Customer that such Materials have been destroyed. If such Materials are not returned or destroyed in accordance with the above, Customer shall provide CoreLogic or its designee access to Customer's premises for the retrieval of all such Materials, and Customer shall pay the actual costs as reasonably incurred by CoreLogic to retrieve such Materials. Customer shall continue paying CoreLogic fees ordinarily and reasonably charged by CoreLogic for the Services after the termination of this Agreement, until such time as Customer returns to CoreLogic or destroys such Materials.

## **8. Third Party Use**

This section applies to the extent the Permitted Applications specifically authorize Customer to provide the Services to Permitted Users. Customer shall contractually require its Permitted Users to sign an agreement with materially similar terms to those in this Agreement. Customer warrants that its Permitted Users' use of the Services shall be in compliance with this Agreement and Customer shall be liable for any use of the Services by its Permitted Users. Customer shall not provide or cause to be provided the Services to a processor, unless it is expressly authorized in the Permitted Applications of a SOW or otherwise authorized in writing in advance by CoreLogic and the processor enters into an agreement agreeing to be bound by the terms of this Agreement and the applicable SOW, naming CoreLogic as an express third party beneficiary and acknowledging that the processor shall only use the Services to fulfill its processing obligation to Customer.

## **9. Confidentiality**

**9.1 Obligations.** Neither Party shall use, disseminate, reproduce or permit to be used, disseminated or reproduced, or in any way disclose the other Party's Confidential Information to any person or entity except as required by law or as specifically permitted in this Agreement. Absent prior written consent of the other Party, each Party shall disclose Confidential Information

only to those of its employees and independent contractors who have previously agreed to be bound by the terms and conditions of this Agreement and its in-house and outside legal counsel who need to know such information. Each Party shall treat all Confidential Information disclosed to it in connection with this Agreement as strictly confidential using commercially reasonable measures at least equal to those used by such Party with respect to its own Confidential Information.

9.2 **Exceptions.** The restrictions on use and disclosure of Confidential Information set forth in Section 9.1 shall not apply to any particular Confidential Information when and to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party's Confidential Information; or (v) is otherwise agreed upon by the Parties not to be subject to the restrictions set forth in Section 9.1. The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation or court order, provided that: (i) the receiving Party shall use all reasonable efforts to provide the disclosing Party with at least 10 days prior notice of such disclosure, (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, and (iii) the receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information. Notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources, the Services and any of CoreLogic's databases used in deriving the Services are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, are not excluded under this Section 9.3 from the restrictions on use and disclosure of the Services set forth in Section 9.1.

## **10. Consumer Privacy**

Customer acknowledges the Services may contain public record data and that this information may be considered sensitive information by some consumers. Unless required to do so as a matter of law, regulation or court order Customer shall not: (a) broadcast or otherwise make public the name, address or other information about an individual consumer; or (b) utilize in any manner the name, mailing address, e-mail address or telephone number of a consumer that is designated in any results obtained using the Services as requesting protection from solicitation.

## **11. CoreLogic Indemnification; Disclaimers; Injunction**

11.1 **Intellectual Property Indemnification.** CoreLogic shall indemnify, defend and hold Customer harmless from all third party claims, losses, liabilities, costs and expenses attributable to any allegation of intellectual property infringement in the United States arising out of this Agreement, provided that: (i) Customer gives CoreLogic prompt written notice of any such allegation, (ii) CoreLogic maintains full and complete control over the defense of any such allegation and any related settlement, and (iii) Customer cooperates fully with CoreLogic in the defense of any such allegation. Notwithstanding the above, CoreLogic shall have no obligation to indemnify Customer if an allegation arises from the combination or use of the Services with any other software, data, or materials not furnished by CoreLogic, if modifications are made to the Services without CoreLogic's written authorization, or if the Services are used in violation of the terms and conditions of this Agreement. THIS SECTION SETS FORTH CORELOGIC'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY THIRD PARTY CLAIMS, REGARDLESS OF THE NATURE OF THE CLAIMS.

11.2 **Infringement.** If in CoreLogic's sole discretion the Services violate a third party's intellectual property rights, CoreLogic may: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to render them no longer subject to any such claim or action; or (iii) replace the Services with equally suitable, functionally equivalent, non-infringing services. If none of the above is commercially practicable, CoreLogic may terminate this Agreement and refund a pro-rata amount of the prepaid fees actually paid by Customer.

11.3 **Limitations on Services.** The Services do not constitute an appraisal of any subject property. The Services do not include a physical or visual inspection of any subject property or an analysis of current market conditions by a licensed or certified appraiser. Customer acknowledges that the condition of any subject property and current market conditions may greatly affect the validity of the Services. Customer shall not use the Services in lieu of a walk-through appraisal or other form of appraisal by a certified appraiser. Customer acknowledges that certain Services are based upon data collected from public record sources. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE SERVICES, THE EXISTENCE OF ANY SUBJECT PROPERTY, AND THE ACCURACY OF ANY PREDICTED VALUE PROVIDED ARE ESTIMATES BASED ON AVAILABLE DATA AND ARE NOT WARRANTED.

11.4 **Disclaimer.** THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE. CORELOGIC DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES NECESSARY TO THE CONDUCT OF A REAL ESTATE CLOSING. CORELOGIC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE COMPLETE OR FREE FROM ERROR OR WILL BE AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICES, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. CORELOGIC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY GEOGRAPHIC AREA. CUSTOMER SHALL NOT CONSTRUE THE SERVICES AS A REPRESENTATION BY CORELOGIC AS TO THE CONDITION OF TITLE TO REAL PROPERTY. CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT INCLUDE ALL RECORDED CONVEYANCES, INSTRUMENTS OR DOCUMENTS WHICH IMPART CONSTRUCTIVE NOTICE WITH RESPECT TO ANY CHAIN OF TITLE DESCRIBED IN THE SERVICES AND CERTAIN DATA INCLUDED WITHIN THE SERVICES MAY BE SEEDDED TO DETECT UNAUTHORIZED USE.

11.5 **Injunction.** Customer acknowledges that the Services are valuable commercial products, the development of which involved the expenditure of substantial time and money. Any violation of the Permitted Applications is a material breach of the Agreement and entitles CoreLogic to injunctive relief. If Customer or its Permitted Users infringe or misappropriate any of CoreLogic's intellectual proprietary rights or violate the Permitted Applications, CoreLogic may not have adequate remedy in money or damages. Customer shall not oppose any filing for injunctive relief by CoreLogic as Customer deems CoreLogic has met its obligation of demonstrating that it prevails on the merits, irreparable harm to CoreLogic exists and no other remedy is practical. ~~Granting of injunctive relief shall not limit CoreLogic's right to seek further remedies at law or in equity and in connection with the issuance of an injunction, CoreLogic shall not be required to post a bond or provide an undertaking.~~

## **12. CoreLogic's Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO CORELOGIC DURING THE THREE MONTHS PRECEDING THE CLAIM OR \$10,000. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CORELOGIC SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

## **13. Customer's Indemnification**

Except for the intellectual property indemnification set forth in Section 11.1, Customer shall indemnify and hold CoreLogic and its affiliates and their respective officers, directors and employees harmless from and against all third party claims, losses, liabilities, costs and expenses arising out of or related to the use of the Services by the Customer or its Permitted Users, or attributable to Customer's breach of this Agreement. CoreLogic shall control the defense and any settlement of such claim, and Customer shall cooperate with CoreLogic in defending against such claim.

## **14. General Provisions**

14.1 **Agency.** The Parties acknowledge that this is a business relationship based on the express provisions of this Agreement and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act or represent or hold itself out as such. The rights, duties, obligations and liabilities of the Parties shall be several and not joint, each party being individually responsible only for its obligations as set forth in this Agreement.

14.2 **Severability.** If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14.3 **Waiver.** Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any breach by the other Party of any of the provisions of this Agreement is deemed a waiver of any preceding or succeeding breach of the same or any other provision.

14.4 **Survival.** The following sections survive termination of this Agreement and continue in full effect until fully satisfied: 3.2 (License Restrictions); 5 (Fees); 6 (Reporting; Audits); 7.2 (Effects of Termination); 7.3 (Return or Destruction of Materials); 8 (Third Party Use); 9 (Confidentiality); 10 (Consumer Privacy); 11.3 (Limitations on Services); 11.4 (Disclaimer); 12 (CoreLogic's Limitation of Liability); 13 (Customer's Indemnification); and 14 (General Provisions).

14.5 **Execution.** This Agreement or any SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all Parties have duly executed this Agreement and all Parties have received a fully executed Agreement. Any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this Agreement. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

14.6 **Governing Law; Forum; Jury Trial; Attorneys' Fees.** The interpretation and construction of this Agreement is governed by the laws of the State of California. The Parties shall submit to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Central District of California, Orange County Division and the Superior Courts of the State of California located in Orange County in any litigation arising out of this Agreement. Each Party hereby also waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each of the Parties waives the right to a jury trial. The prevailing Party shall be awarded its reasonable attorneys' fees and costs in any lawsuit or claim arising out of or related to this Agreement.

14.7 **Uncontrollable Acts.** Either Party shall be excused from performance of its obligations, except for Customer's obligation to pay the Fees for Services provided, and shall not be liable for any delay caused by the occurrence of contingencies beyond its control including, but not limited to: act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, accident, fire, explosion, flood, storm, earthquake, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment.

14.8 **Assignment.** Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement. A change in control constitutes an assignment under this Agreement. For purposes of this Agreement, a "Change in Control" means: (a) any transaction in which Customer or a Permitted Affiliate merges or consolidates with or into another entity; (b) any transaction or series of transactions in which Customer or a Permitted Affiliate sells or otherwise transfers more than 20 percent of its capital stock (without regard to class or voting rights) or other securities or ownership interests; or (c) the sale, transfer or other disposition of all or substantially all of Customer's or a Permitted Affiliate's assets or the complete liquidation or dissolution of Customer or a Permitted Affiliate. Any unauthorized assignment or transfer shall be void and constitutes ground for immediate termination of this Agreement by CoreLogic. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

14.9 **Notices.** Any notice or other communication required or permitted under this Agreement is sufficiently given if delivered in person or sent by one of the following methods: (a) facsimile or (b) commercially recognized overnight service with tracking capabilities. Notices to Customer will be sent to the address or facsimile located in the signatory lines. Notices to CoreLogic shall be sent to 40 Pacifica, Suite 900, Irvine, California 92618, Facsimile (949) 214-1030, sent to the attention of the signatory below, with a copy to CoreLogic's counsel at the same address marked Attention: Legal Department. Any such notice or communication is deemed properly delivered as of (i) the date personally delivered, (ii) sent by facsimile, or (iii) one business day after it is sent by commercially recognized overnight service. A Party may change its address by written notice given to the other Party before the effective date of such change.

14.10 **Conflicts between SOW and Agreement.** If there is a conflict between the terms of this Master License Agreement and the terms and conditions included within an applicable SOW, this Master License Agreement controls unless explicitly stated otherwise in the applicable SOW, and in that case the conflicting terms and conditions in such SOW apply to that SOW only.

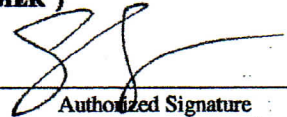
14.11 **Headings; Joint Drafters.** Headings at the beginning of each section and subsection are solely for convenience and shall have no effect upon construction or interpretation of this Agreement. The Parties acknowledge that this Agreement was prepared by both Parties jointly.

14.12 **Entire Agreement.** With respect to the Services provided under this Agreement, this Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Agreement are effective unless in writing and signed by both Parties.

**THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**FLORIDA HOUSING FINANCE CORPORATION  
("CUSTOMER")**

**CORELOGIC SOLUTIONS, LLC ("CORELOGIC")**

By:  \_\_\_\_\_  
Authorized Signature

By:  \_\_\_\_\_  
Authorized Signature

Name: ~~Stephen~~ Stephen P. Auger

Name: Ron Tatem

Title: Executive Director

Title: Vice President, Business Development and Reseller

Date: 7/9/13

Date: 7/23/2013

Address: 227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32303

Address: 40 Pacifica, Suite 900  
Irvine, California 92618

Facsimile: 850-922-7253

Facsimile: (949) 214-1030

## STATEMENT OF WORK 1

This Statement of Work 1 ("SOW 1") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and Florida Housing Finance Corporation, a government agency in the state of Florida ("Customer") (collectively, the "Parties," or individually, a "Party"). This SOW 1 is subject to the attached Master License Agreement of even date herewith, and all subsequent amendments, exhibits, or attachments ("Agreement") between the Parties. This SOW 1 is effective as of the date of last signature ("SOW 1 Effective Date"). The Parties agree as follows:

- I. **SERVICES, DELIVERY & FEES:** CoreLogic shall provide Customer with the Services listed below via the specified delivery method. Customer shall pay to CoreLogic the Fees set forth below. If the chart below indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the Service.

1. GeoAVM Core	RealQuest.com: \$4.00 per report Connect2Data ("C2D" XML): \$4.00 per report Vector via C2D XML: \$4.00 per report
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### II. ADDITIONAL FEE & DELIVERY INFORMATION:

- A. **One-Time Prepaid Fees:** On SOW 1 Effective Date, Customer shall pay to CoreLogic an upfront non-refundable prepaid fee of \$20,000.00 for access to a maximum of 5,000 GeoAVM Core reports ("One-Time Prepaid Fee"). The fees accrued for the GeoAVM Core reports apply against the One-Time Prepaid Fee. Customer shall forfeit any unused portions of the One-Time Prepaid Fee at the end of the term. If Customer exhausts the One-Time Prepaid Fee prior to the end of the term, then Customer shall pay CoreLogic the Fees set forth in Section 1.A.1 (GeoAVM Core) above.

### III. EXHIBITS; OTHER TERMS

- A. **Connect2Data XML:** Customer and CoreLogic shall comply with the terms and conditions of the attached Connect2Data XML Exhibit.

### IV. PERMITTED APPLICATIONS:

Customer and Permitted Users specified below shall use the Services solely for the applications specified below in accordance with the terms and conditions of this Agreement.

- A. **Customer's Use:** Customer shall use the Services solely for Customer's own internal business purposes of verifying current market value for principal reduction program. Customer shall not resell, relicense or redistribute the Services in whole or in part.
- B. **Additional Restrictions:** Customer warrants that Customer shall not use any element or component of the Services to create, replace, supplement, or enhance any title, legal, vesting, ownership, or encumbrance report. Customer further warrants that Customer shall not use the Services coupled with alternative insurance approaches or products without first obtaining written permission from CoreLogic.

### V. SOW TERM AND RENEWAL:

The term of this SOW 1 is for 24 months, commencing on the SOW 1 Effective Date. Thereafter, the term of this SOW 1 shall not renew.


### VI. EXECUTION:

This SOW 1 ~~may be executed in any number of counterparts~~, each of which is deemed an original, and all taken together constitute one and the same instrument. ~~If this SOW 1 is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW 1 and all Parties have received a fully executed SOW 1.~~ The Parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this SOW 1. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

**[SIGNATURES ON FOLLOWING PAGE]**

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW  
1.

**FLORIDA HOUSING FINANCE CORPORATION  
("CUSTOMER")**

By:   
Authorized Signature

Name: Stephen P. Anger

Title: Executive Director

Date: 7/16/2013

Address: 227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32303

**CORELOGIC SOLUTIONS, LLC ("CORELOGIC")**

By:   
Authorized Signature

Name: Ron Tateman

Title: Vice President, Business Development and Reseller

Date: 7/23/2013

Address: 40 Pacifica, Suite 900  
Irvine, California 92618



## CONNECT2DATA® (XML) EXHIBIT

### I. Definitions

- A. **"Interface"** means the Internet-based order management system Customer develops to order and receive the Services or Customer's Product, if applicable.
- B. **"Specifications"** means the functional description of the Interface set forth in the XML Implementation Guide.
- C. **"XML Implementation Guide"** means any guide provided to Customer by CoreLogic regarding implementation of XML.

### II. Development and Implementation

- A. **Engineering:** Customer shall notify CoreLogic of the intended start date for the Connect2Data implementation. Customer shall provide CoreLogic contact information for persons involved in implementation.
- B. **Schedule:** Customer shall work with CoreLogic to establish an implementation schedule and plan. Customer shall make reasonable effort to complete the development integration within 30 days of the implementation start date.
- C. **Acceptance:** Customer shall provide CoreLogic access to a staging site for the commercial release based upon the plan and schedule. CoreLogic will have 15 days to review. Customer shall make reasonable effort to modify integration if needed within the project time frame.

### III. Customer's Service Levels

- A. CUSTOMER SHALL USE COMMERCIALY REASONABLE EFFORTS TO MAKE THE INTERFACE AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK, WITH THE EXCEPTION OF REASONABLE SCHEDULED MAINTENANCE DOWNTIME OR EMERGENCY DOWNTIME.
- B. CUSTOMER SHALL PROMPTLY CORRECT ANY ERRORS, BUGS OR DEFECTS IN THE INTERFACE OR ITS SERVERS THAT CAUSE IT NOT TO OPERATE IN ACCORDANCE WITH THE SPECIFICATIONS OR CUSTOMER'S SERVICE LEVELS SET FORTH ABOVE.
- C. CUSTOMER SHALL PROVIDE SUPPORT TO END USERS EXPERIENCING PROBLEMS WITH THE INTERFACE DURING CUSTOMER'S NORMAL BUSINESS HOURS. CUSTOMER SHALL NOT REFER ITS END USERS TO CORELOGIC FOR CUSTOMER SUPPORT.

### IV. CoreLogic's Service Levels

- A. **Weekly Scheduled Maintenance Downtime:** CoreLogic schedules the system to be down between the hours of 8:00 p.m. PST Saturday to 7:00 a.m. PST Sunday, each week ("Weekly Scheduled Maintenance").
- B. **Service Levels:** CoreLogic shall use commercially reasonable efforts to have the system available 24 hours per day, 7 days per week, with the exception of Weekly Scheduled Maintenance. CoreLogic shall not be responsible for and expressly disclaims liability for downtime resulting from problems with Customer's telecommunications system, Customer's Internet service provider or the Internet.
- C. **Planned Emergency Downtime:** If CoreLogic determines it must take the system offline for emergency purposes, CoreLogic shall make commercially reasonable efforts to provide Customer with email notification five hours prior to taking the system offline.
- D. **Unplanned Downtime and Notification:** Should the system experience downtime other than for Weekly Scheduled Maintenance as above, CoreLogic shall use commercially reasonable efforts to notify Customer promptly by email.
- E. **Customer Service:** CoreLogic provides support to its customers from 8:00 a.m. PST to 5:00 p.m. PST on its business days. Support hours are subject to change without notice.