# LICENSE AGREEMENT

This 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 Agreement is effective on April 15, 2019 below ("Effective Date").

## 1.   Definitions

1.1   **"Agreement"** means this License Agreement, together with all amendments, exhibits, or attachments.

1.2   **"Confidential Information"** means the nonpublic information of a Party that is confidential and proprietary in nature, including, but not limited to, the terms of this Agreement, information relating to the Services, information regarding a Party's current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, suppliers, investors, employees, business and contractual relationships, sales and marketing plans, nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (Pub. L. 106-102) and any implementing regulations or guidelines, whether disclosed before or after the Effective Date, and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary or trade secret information of the disclosing Party. Confidential Information also includes any and all nonpublic information provided to the disclosing Party by third parties.

1.3   **"Services"** means the Match and Append Services described in the Match and Append Services Exhibit attached hereto.

## 2.   License

2.1   **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 solely for the Permitted Applications. There are no implied licenses under this Agreement. All rights not expressly granted are reserved.

2.2   **Permitted Applications.** Customer shall use the Services solely for Customer's own internal business purpose of determining home retention.

2.3   **License Restrictions.** Customer shall not use the Services for any purposes other than the Permitted Applications. Without limiting the foregoing, and except to the extent expressly authorized in the Permitted Applications, Customer shall not: (i) sublicense, resell, relicense or redistribute the Services in whole or in part; (ii) commingle, process, modify or combine any portion of the Services with other data or software from any other source; (iii) use the Services to create, develop, enhance or structure any database, or create models, analytics, derivative products or other derivative works for resale or external distribution; (iv) disassemble, decompile or reverse engineer CoreLogic's Confidential Information or any portion of the Services; (v) allow access to the Services through any servers located outside of Customer's operations or facilities, except that employees of Customer may use the Services remotely via VPN connections in connection with the performance of their employment duties; (vi) use or store the Services outside the United States; (vii) use the Services in any way that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (viii) use the Services in any way that would cause the Services to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. or similar statute, or by any other authority having jurisdiction over the Parties.

## 3.   Fees; Taxes

3.1   **Fees.** Customer shall pay to CoreLogic an annual fee of $80,000.00 for the Services in four equal quarterly installments of $20,000.00 each. Each installment shall be due and payable 30 days following the fulfillment of the Services for the applicable quarter.

3.2   **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.

**3.3    Late Payment.** 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.

## 4.    Term; Termination

**4.1    Term.** The term of this Agreement commences on the Effective Date and continues for a period of 12 months. Thereafter, the term shall not renew unless mutually agreed upon by the Parties in writing.

**4.2    Termination for Cause.** If either Party breaches any provision of this Agreement, the non-breaching Party may, upon providing written notice of such breach, terminate this Agreement if the breach is not cured within 30 days following such notice. Notwithstanding the foregoing, CoreLogic may immediately terminate this Agreement upon written notice in the event Customer breaches this Agreement after receiving two prior breach notices.

**4.3    Effects of Termination.** Upon expiration or termination of this Agreement, all license rights granted by CoreLogic to Customer pursuant to the Agreement shall terminate and Customer shall pay CoreLogic in full for all Services accessed or delivered. Customer acknowledges that minimum Fees, annual Fees, flat Fees and the like are based on a minimum term. If the Agreement 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. Notwithstanding the foregoing, the Parties agree that if Customer orders or continues to use the Services after the expiration or termination of this Agreement, 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 this Agreement shall not be considered an extension or renewal of this Agreement, nor obligate CoreLogic to accept any other orders or continue to deliver the Services.

**4.4    Return or Destruction of Materials.** Within 15 days of termination of this Agreement, 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.

## 5.    Ownership; Trademarks

**5.1    Ownership.** CoreLogic, its affiliates or third party licensors own and hold all right, title and interest in and to the Services, including without limitation, all underlying data compilations and information, all materials related to the Services and all intellectual property derived from the Services, including without limitation, all patents, trademarks, copyrights and trade secrets derived from the Services, notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources.

**5.2    Trademarks.** "CoreLogic," the CoreLogic logo and all CoreLogic product names are trademarks or service marks of CoreLogic or its affiliates (collectively, the "**Marks**"). No right or license to use the Marks is granted under this Agreement, except that Customer shall have the limited right to use the Marks solely as they appear in the Services. Customer shall not use the Marks in any advertising or promotional material nor shall Customer disclose CoreLogic as a data source to any third party, except for such disclosures required by federal, state or local government regulations, or as otherwise may be prior authorized in writing by CoreLogic. Customer shall not remove, alter or obscure any Marks or proprietary notices contained in the Services or other materials provided by CoreLogic.

## 6.    Confidentiality

**6.1.    Obligations.** The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party in strict confidence and trust, and shall not use, reproduce or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this Agreement. Each Party may disclose Confidential Information of the other Party only to those of its employees, contractors, consultants and advisors who have previously agreed to be bound by terms and conditions at least as restrictive as those set forth in this Agreement and who have a need to know such information.

6.2     **Exceptions.** The restrictions on use and disclosure of Confidential Information set forth in Section 6.1 shall not apply to the extent 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 6.1. 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 6.2 from the restrictions on use and disclosure set forth in Section 6.1.

6.3     **Disclosures Required by Law.** 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.

## 7.     Audits

Upon 5 days' prior written notice, CoreLogic may audit Customer for purposes of ensuring Customer's compliance with the terms and conditions of this Agreement. CoreLogic may choose the auditor in its sole discretion. 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 compliance with the terms of this Agreement. CoreLogic shall treat all information reviewed during an audit as confidential. Any such audit shall take place during regular business hours, shall not unreasonably disrupt Customer's operations, and shall be conducted under Customer's supervision. 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. Additionally, in the event CoreLogic finds that Customer has underpaid the Fees due to CoreLogic, Customer shall, within 30 days of discovery of such underpayment, remit to CoreLogic the full amount of such underpayment. If Customer does not cooperate with CoreLogic's request to audit for compliance, Customer shall be deemed to be in breach of this Agreement, for which CoreLogic may immediately terminate this Agreement. CoreLogic understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), Florida Statutes.

## 8.     Indemnification

### 8.1     Indemnification by CoreLogic.

8.1.1     CoreLogic shall indemnify, defend and hold Customer harmless from and against any claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against Customer by a third party to the extent it is based on a claim that the Services infringe a United States patent, copyright or trademark (each, an "**Infringement Claim**"). CoreLogic's obligations with respect to this Section 8.1 are conditioned upon: (i) Customer providing CoreLogic prompt written notice of the Infringement Claim or threat thereof; (ii) Customer giving CoreLogic full and exclusive authority for the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal; and (iii) Customer giving CoreLogic all information and assistance reasonably requested by CoreLogic in connection with the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal.

8.1.2     If an Infringement Claim has been made, or in CoreLogic's opinion is likely to be made, CoreLogic may, at its sole option and expense, either: (i) procure for Customer the right to continue using the Service; or (ii) replace or modify the Service so that it becomes non-infringing. If neither of the foregoing options is reasonably available, CoreLogic may immediately terminate both Parties' respective rights and obligations under this Agreement with regard to the Service, and refund to Customer a pro-rata amount of any prepaid Fees actually paid by Customer for the unused portion of such Service.

8.1.3     Notwithstanding the foregoing, CoreLogic shall have no obligation to indemnify Customer to the extent an Infringement Claim arises from (i) the combination, operation or use of the Services with any other software, data, products or materials not supplied by CoreLogic, (ii) the use of the Services other than as expressly provided in the Permitted Applications or otherwise in violation of the terms and conditions of this Agreement; (iii) the alteration

or modification of the Services; (iv) CoreLogic's compliance with Customer's designs, specifications or instructions; or (v) Customer's continued use of the Services after CoreLogic has informed Customer of modifications or changes to the Services required to avoid the Infringement Claim.

    8.1.4   THIS SECTION 8.1 SETS FORTH CORELOGIC'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY THIRD PARTY INTELLECTUAL PROPERTY CLAIMS.

8.2    **Indemnification by Customer.**  Except for CoreLogic's indemnity obligations set forth in Section 8.1, Customer shall, to the extent permitted by law, indemnify, defend and hold CoreLogic harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against CoreLogic by a third party arising out of or related to the use of the Services by the Customer or Customer's breach of this Agreement.

## 9.    Disclaimers

9.1    **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.

9.2    **Disclaimer.**  THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO CORELOGIC), OR ARISING FROM A COURSE OF DEALING, USAGE, TRADE PRACTICE. CORELOGIC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE COMPLETE OR FREE FROM ERROR OR WILL BE AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY 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.

## 10.    Limitation of Liability

CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO CORELOGIC UNDER THIS AGREEMENT DURING THE 3 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. 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. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORELOGIC, OR ANY PROVIDER OF INFORMATION USED BY CORELOGIC IN PREPARING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

## 11.    General Provisions

11.1    **Relationship of Parties.**  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, 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. Notwithstanding any use of the term "partner" in this Agreement or any Services, product or programs made available to Customer, the Parties do not intend to create any legal relationship or partnership between each other, and neither Party will assert to any third party or otherwise claim that such a legal relationship exists between each other.

11.2    **Notices.** All notices required under this Agreement shall be sent to the addresses on the signature page of this Agreement to the attention of the signatories, with a copy to the Legal Department of the Party. All notices under this Agreement shall be deemed given: (i) when delivered by hand; (ii) 1 day after being sent by commercial overnight courier with written verification of receipt; or (iii) 5 days after being sent by registered or certified mail, return receipt requested, postage prepaid. Either Party may from time to time change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective. Notwithstanding the foregoing, notices regarding changes in pricing, policies or programs may be communicated by e-mail.

11.3    **Assignment.** Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement without CoreLogic's prior written consent. A change in control constitutes an assignment under this Agreement. 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.

11.4    **Severability.** If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11.5    **No Waiver.** Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

11.6    **Injunction.** Customer acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of CoreLogic's intellectual property rights shall be deemed a material breach of the Agreement, for which CoreLogic may not have adequate remedy in money or damages, and CoreLogic shall be entitled to injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

11.7    **Force Majeure.** Except for Customer's obligation to pay the Fees for Services provided, neither Party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable 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); provided that it notifies the other Party as soon as practicable and uses commercially reasonable efforts to resume performance.

11.8    **No Third Party Beneficiaries.** CoreLogic and Customer agree that this Agreement is for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document(s), and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

11.9    **Survival.** The following sections shall survive the expiration or termination of this Agreement: 3 (Fees; Taxes); 4.3 (Effects of Termination); 4.4 (Return or Destruction of Materials); 5.1 (Ownership); 6 (Confidentiality); 7 (Audits); 8 (Indemnification); 9 (Disclaimers); 10 (Limitation of Liability); and 11 (General Provisions).

11.10    **Construction.** Section headings of this Agreement have been added solely for convenience of reference and shall have no effect upon construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" and "including" shall mean "include without limitation," "includes without limitation" and "including without limitation," it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive. All references to "days" shall mean calendar days, unless otherwise specified. The Parties acknowledge that this

Agreement was prepared by both Parties jointly, and any uncertainty or ambiguity shall not be interpreted against any one Party.

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

| FLORIDA HOUSING FINANCE CORPORATION ("CUSTOMER") | CORELOGIC SOLUTIONS, LLC ("CORELOGIC") |
|---|---|
| By: _____<br>Authorized Signature | By: _____<br>Authorized Signature |
| Name: _Hugh R. Brown_ | Name:  Damon Littlejohn |
| Title: _General Counsel_ | Title:  Executive, Sales |
| Date: _2-25-19_ | Date:  _3·11·19_ |
| Address:   227 North Bronough Street, Suite 5000<br>Tallahassee, Florida 32301 | Address:   40 Pacifica, Suite 900<br>Irvine, California 92618 |
| Facsimile: _____ | Facsimile: (949) 214-1030 |

## MATCH AND APPEND SERVICES EXHIBIT

Customer shall submit to CoreLogic a maximum of 3 files per quarter containing records with the data elements listed in Section A below in a format acceptable to CoreLogic ("Input File"). CoreLogic shall, as available, match and append the data elements listed in Section B below for each record ("Appended Data"). Customer acknowledges that the availability, quality and scope of data varies substantially in time and geography, and circumstances may exist or arise which prevent CoreLogic from providing such data or achieving complete representation of all data elements in the layout below.

### A. INPUT FILE

| Unique ID |
|---|
| First Name |
| Last name |
| Property Address |
| Property City |
| Property State |
| Property Zip |
| Property County |
| First Batch Date |

### B. APPENDED DATA

#### 1. Standardized Address Fields:

| Address |
|---|
| City |
| State |
| Zip |
| County |

#### 2. Home Retention Metrics:

| Pre-foreclosure Indicator (Y/N) |
|---|
| Foreclosure Indicator (Y/N) |
| Foreclosure Recording Date |
| Foreclosure Date |
| Foreclosure Status |
| Most Recent Recording Date |
| Most Recent Sale Date |
| Owner 1 First Name |
| Owner 1 Last Name |
| Owner 2 First Name |
| Owner 2 Last Name |
| Last Doc Type |