

GoDocs Terms and Conditions

A. Terms; Pricing. The term "**Customer**" means a GoDocs customer. The term "**GoDocs**" means GoDocs, a California corporation, and its successors and assigns. The term "**GoDocs Software**" means the GoDocs customer web application used by Customers to order and obtain loan documents from GoDocs. The term "**Lender**" means all persons or entities named as a lender or assignee of a lender in any document prepared by GoDocs or the GoDocs Software (including Customer for any documents in which Customer is named as a lender or assignee), together with their successors and assigns. By utilizing GoDocs, Customer shall be bound by and deemed to have agreed to these terms and conditions (as set forth herein and as amended from time to time, the "**Terms**"). Subscription pricing, loan package pricing and other pricing shall be in accordance with GoDocs prices in effect at the time each order is submitted. GoDocs prices are subject to change at any time at the discretion of GoDocs. Current document package pricing is posted at <https://godocs.com/prices-detail>.

B. Software Provider; Ancillary Legal Services.

(1) GoDocs is a software provider and provides non-legal support and technical assistance to Customers in connection with the use of the GoDocs Software. GoDocs is not a law firm and does not practice law or render legal advice or services. GoDocs Software is designed to fulfill the role of a scrivener by assembling documents pursuant to pre-defined document templates approved by Customer as described in Section H of these Terms.

(2) GoDocs may, solely as a convenience to Customer: (a) allow Customer to request certain ancillary legal services from law firms via the GoDocs Software; and (b) sub-bill the legal fees for such services on GoDocs invoices. Neither the ability to request legal services nor the sub-billing of such fees shall constitute any contractual agreement, undertaking or relationship with GoDocs with respect to any such legal services. Such legal services shall be provided by the respective law firms and shall be governed solely by Customer's agreement and attorney-client relationship with the respective law firms. Customer's election to utilize the services of any law firm shall be at Customer's sole discretion. GoDocs does not warrant and shall have no liability in connection with the services of any law firm. If any legal services for local counsel or otherwise are sub-billed by GoDocs as a convenience to Customer, GoDocs' sole responsibility shall be to forward any sums received from Customer with respect to such legal services to the law firm providing the legal services. These legal fees are not GoDocs fees and GoDocs does not receive any portion of these fees or any referral fees or other compensation, nor do the respective law firms receive any portion of the GoDocs' fees. Any legal fees incurred by any law firm in excess of the amount invoiced and collected by GoDocs from Customer shall be the sole obligation and responsibility of Customer and shall be paid by Customer directly to the law firm.

C. Payment of Subscription Fees and Document Preparation Charges.

(1) GoDocs generates an invoice for the subscription fees each month. Subscription fees are due and payable upon receipt. Payment of subscription fees by pre-authorized ACH debit is strongly encouraged.

(2) GoDocs generates an invoice at the time each standard support order is submitted and soon after each premium support order is submitted. GoDocs fees for document package orders are incurred at the time each order is submitted (regardless of whether an order is canceled before documents are delivered), are non-refundable, and are not contingent upon the loan closing (we require payment irrespective of whether the loan has closed).

(3) Customers other than Institutional Customers (defined below) must pay (i) for each standard support loan document order at the time the order is submitted, and (ii) for each premium support loan document order, upon receipt of an invoice and prior to GoDocs commencing work on the order. Premium support loan document orders are not considered to be submitted for turnaround purposes until payment is received.

(4) For banks, credit unions, life companies, and established private lender customers that GoDocs has agreed not to require advance payment ("**Institutional Customers**"), GoDocs may in its discretion waive the requirement of advance payment with each document order. If any Institutional Customer repeatedly fails to make timely payment of invoices GoDocs may, in its discretion, require that the Institutional Customer thereafter make payment at the time orders are submitted as provided in C(3) above.

(4) Invoices are due and payable upon receipt and delinquent if not paid within thirty days. Subscription fees and document preparation fees may be paid by pre-authorized ACH debit, ACH transfer, e-check, wire transfer, or credit card. A 2.5% convenience fee shall be assessed if Customer elects to pay by credit card. Credit card convenience fees may be added to the current subscription fee invoice or document preparation fee invoice, or may be invoiced separately with a subsequent invoice.

(5) If any of Customer's invoices remain unpaid for more than forty-five days, then: (a) Customer shall pay a late charge of ten percent of the invoice amount; and (b) GoDocs may deny access to the GoDocs Software and refuse further document orders. If any check or electronic payment to GoDocs is dishonored for any reason, then, in addition to any other charges or remedies, Customer shall pay to GoDocs a returned item fee of \$100.00 for each such event.

D. Customization Charges. GoDocs does not typically charge for initial setup and customization unless Customer's customization requirements are extensive. If any customization charges will apply either initially or for subsequent customization requested by Customer, GoDocs shall generate an invoice for the customization charges and payment of such invoice shall be a condition precedent to the commencement of customization work.

E. Software License; Availability. GoDocs does not sell its software, documents, or document templates for re-use by Customers, lenders, their attorneys, or any other party. Customer shall have a nonexclusive license to use the GoDocs Software during the term of Customer's Contract on a per-transaction basis to prepare loan documents for specific individual transactions. Such license does not include any rights to source code or to download or install the GoDocs Software code or other software utilized by GoDocs in providing documents to Customer on any other computer or in any other location. GoDocs retains sole ownership of all of its software and automated document templates and does not release the actual encoded templates or software code to its Customers or otherwise (even if the template or software code was prepared based on Customer-supplied language or based on a Fannie Mae, Freddie Mac or other form). The concept, design, implementation, web application, html code, script code, databases, data tables, document templates and systems pertaining to the GoDocs Software and the provision of GoDocs documents are the exclusive property of GoDocs. Customer shall not (whether during or after the term of Customer's Contract) appropriate, duplicate, reverse-engineer, emulate, alter or re-use any of said property except as expressly permitted by these Terms. The software license granted to Customer shall terminate upon the termination of Customer's Contract and may be suspended per Section C(1) above if any of Customer's invoices remain unpaid for more than forty-five days. GoDocs shall use reasonable commercial efforts to keep the GoDocs Software available online except during scheduled maintenance and updates, but in no event shall GoDocs be responsible or liable for possible delays, outages or downtime resulting from hardware failures, network outages, unscheduled employee absences, unusually heavy network traffic, epidemics, pandemics, riots, natural disasters, and other causes beyond the reasonable control of GoDocs.

F. Prohibition Against Unauthorized Use of Documents. GoDocs Software and support services may be used by Customer exclusively on a per-transaction basis to prepare documents for specific individual transactions. Any document or document package prepared or provided as a draft or sample is for informational purposes only and may not be used or adapted for use in an actual transaction. Neither Customer nor any Lender, assignee, attorney, employee, agent or affiliate of Customer or Lender may, either during or after the term of Customer's Contract, use any document or document package prepared by GoDocs (or any language contained therein) as a basis for preparing other documents or loan document packages. **If Customer or Lender, assignee, attorney, employee, agent or affiliate of Customer or Lender uses or allows the use of any document(s) prepared by GoDocs as a basis to prepare other documents or loan document packages without prior written authorization from GoDocs in each instance, then (in addition to equitable relief and any other remedies of GoDocs) Customer and Lender shall pay**

to GoDocs upon demand an unauthorized use fee in the amount of \$5,000.00 for each document that uses any GoDocs document in violation of such prohibition. Unless otherwise agreed by GoDocs, all documents shall be provided by GoDocs in password-protected, non-editable format (either protected PDF or protected Microsoft Word format at the discretion of GoDocs), and shall not be provided in unprotected Microsoft Word format or other editable format. Neither Customer nor Lender shall extract, scan or otherwise create, release, distribute, forward or circulate any editable version (e.g. unprotected PDF or unprotected Microsoft Word format) of any GoDocs document (other than to Customer's legal counsel who has first agreed in writing to be bound by these Terms, and a copy of which writing shall have been provided to GoDocs).

G. Use of GoDocs Software. The GoDocs Software is for use in connection with Customer's and Lender's lending transactions, and Customer may request logins to the GoDocs Software only for such employees, agents, lenders and attorneys who have a need to access the GoDocs Software in connection with Customer's lending transactions ("**Permitted Users**"). Customer shall notify GoDocs in writing of all Permitted Users that Customer wishes to be granted login rights to the GoDocs Software. GoDocs shall have the right to disable access to the GoDocs Software if no document orders are submitted by Customer for a period of six months. Customer shall be solely responsible to notify GoDocs in writing when Customer wishes to revoke access rights of any of Customer's Permitted Users (such as, for example, when a Permitted User's employment with Customer is terminated). Permitted Users are required to reaffirm Customer's agreement to these Terms when submitting each document order, and Customer agrees that each of Customer's Permitted Users shall have full power and authority to do so, including full power and authority to agree, on behalf of Customer, to any changes to these Terms, when submitting a document order, or at any other time. When a Permitted User submits a document order Customer shall be deemed to have received notice of, and agreed to, any changes to these Terms. GoDocs may delete Customer's data records that are more than twelve months old and may further delete Customer's data records upon the termination of Customer's Contract.

H. Customer's Approval of Templates; Proof Documents. At the conclusion of the setup process, for each document to be generated by the GoDocs Software, GoDocs may (but shall not be obligated to) prepare one or more sample documents ("**Proof Documents**") for Customer's review and approval. The Proof Documents may be specially prepared samples or proofs, but otherwise, the first document transmitted to Customer for each document type (or the first new variation of a previously prepared document type) shall be considered to be the Proof Document for that document type or new variation thereof. In either case, all Proof Documents and the underlying document templates shall conclusively be deemed approved by Customer and Lender unless and until Customer notifies GoDocs in writing (by email addressed to docprep@GoDocs.com and to it@GoDocs.com) of any comments or corrections, in which case GoDocs and Customer shall agree upon the exact changes to be made and GoDocs may generate a new Proof Document for Customer's review and approval (if no specially prepared proof document is so generated then the first document transmitted to Customer after such changes are made shall be considered the Proof Document). As with prior Proof Documents, the new Proof Documents and the underlying document templates shall conclusively be deemed approved by Customer and Lender unless and until Customer notifies GoDocs in writing (by email addressed to docprep@GoDocs.com and to it@GoDocs.com) of any comments or corrections, in which case the above process shall be repeated. Customer's failure to notify GoDocs of any comments or corrections to Proof Documents or any document package that contains material deviations from Proof Documents previously approved shall conclusively be deemed to constitute Customer's and Lender's approval of the Proof Documents and the underlying document templates. Customer and Lender agree that GoDocs shall have no concern, liability or responsibility with respect to any legal deficiency, unenforceability, error, inconsistency, ambiguity, damage or loss which is, directly or indirectly, related to: (a) any changes or additions to or deviations from GoDocs standard document provisions requested by Customer (including any such changes, additions or deviations reflected in any approved Proof Document as described in this Section H), or (b) any custom or Customer-supplied document or language furnished to Lender for inclusion in Customer's document packages.

I. Turnaround for Premium Support Orders.

(1) GoDocs works on a daily cycle with a cutoff time of 1:00 pm. Pacific Time ("**Cutoff Time**") on Business Days. "**Business Days**" include most days that both national banks and the New York Stock Exchange are open for business. Business Days exclude days (which days shall be posted in advance on the GoDocs website) in which GoDocs is closed for employee training, continuing education, hardware upgrades, software upgrades or company events. Premium support level orders received after the Cutoff Time (or on non-Business Days) will be processed with the following Business Day's orders and will be treated as having been received the following Business Day.

(2) For premium support orders received before the Cutoff Time on a Business Day, GoDocs will use commercially reasonable efforts to complete typical standard priority premium support level orders by the 1:00 pm the next Business Day.

(4) Modification documents, assumption documents, special instructions, complex transactions and those that require documents or provisions for which the GoDocs Software has not previously been coded typically require *at least* one additional Business Day. Next Business Day service can only be provided in cases where GoDocs has previously set up all of the document templates required to produce the loan document package, Customer's data entry is correct and complete, and there are no special instructions or transaction terms for which the GoDocs Software has not been fully coded. Allow at least three (3) Business Days to set up new document templates.

J. Rush Turnaround for Premium Support Orders.

(1) Customer may request rush turnaround for a premium support order in instances where Customer desires faster turnaround than our standard priority service, and GoDocs will often be able to accommodate such requests. If Customer anticipates needing rush service on any particular order, Customer should notify GoDocs as far as possible in advance to obtain an estimated turnaround goal. The likelihood of GoDocs being able to comply with rush requests increases when GoDocs receives advance notice of rush orders. In cases where GoDocs has previously set up all of the document templates required for the loan document package and there are no special instructions requiring custom drafting or non-standard documents, rush orders can frequently be completed and transmitted to Customer in as little as four GoDocs Business Hours. "**GoDocs Business Hours**" are 7:30 am to 4:00 p.m. Pacific Time on Business Days.

(2) Although GoDocs meets or exceeds its turnaround goals in the vast majority of instances, the standard and rush priority turnaround goals are not an absolute guaranty. GoDocs shall not be responsible or liable for possible delays resulting from hardware failures, network outages or downtime, unscheduled employee absences, unusually heavy order volume, natural disasters, and other causes beyond the reasonable control of GoDocs. Accordingly, GoDocs shall not be responsible or liable for delays that may occasionally occur on both standard priority and rush priority orders, nor shall the fees due GoDocs be adjusted in such instances. If timing is especially critical on a particular order, please contact GoDocs by telephone to inform us of this fact and obtain a time estimate for completion of the documents.

K. Data Entry; Preparation of Documents. Customer shall be solely responsible for the entry of data into the GoDocs Software and for proofing such data prior to submitting document orders. GoDocs shall use commercially reasonable efforts to assure that the GoDocs Software generates documents accurately using Customer's data and the templates approved by Customer pursuant to Section H of these Terms. GoDocs disclaims any legal responsibility or liability for failing to recognize or notify Customer of or to correct any errors in Customer's data entry. All loan terms, including without limitation loan amounts, payment amounts, interest rates, dates, names, signatory titles, legal descriptions, and data entry options, will be reflected in the documents exactly as entered by Customer except for corrections or changes made according to Customer's instructions or with Customer's consent. Without limiting the foregoing, Customer shall be solely responsible for determining and entering the signatories and entities for each loan transaction, as well as their respective capacities and titles. GoDocs shall have no responsibility or liability in connection with the authority of signatories or any consents or approvals that may be required under the entity documents of any entities or under applicable laws.

L. Standard of Care and Diligence; Updates to Templates.

(1) While GoDocs does not guaranty that every provision of every document will be legally enforceable, GoDocs represents that it has exercised reasonable care and diligence in the development of CommercialDocs, ApartmentDocs, InvestorDocs and ModDocs document templates. Without limiting the foregoing, GoDocs represents that it has exercised reasonable care and diligence to incorporate appropriate state-by-state variations as necessary into the core loan document templates (promissory notes, mortgages and deeds of trust) so that the mortgages and deeds of trust generated by the GoDocs Software are legally sufficient to create a lien or security interest securing the indebtedness evidenced by the promissory note, in connection with a typical loan secured solely by commercial real property, multifamily property or non-owner occupied residential real property, in which the proceeds of the loan will be used solely for business purposes and not for any personal or household purposes of any individual borrower or guarantor, or any equity owner of any entity borrower or guarantor, assuming accurate data entry and proper recordation of the mortgage or deed of trust and proper filing of financing statements.

(2) GoDocs represents that it will continue to exercise reasonable care and diligence to maintain the CommercialDocs, ApartmentDocs, InvestorDocs and ModDocs document templates during the term hereof and to incorporate such changes as GoDocs deems appropriate from time-to-time in order to respond to any changes in applicable state law. GoDocs shall promptly incorporate such updates or changes to the CommercialDocs, ApartmentDocs, InvestorDocs and ModDocs document templates as GoDocs deems appropriate into Customer's loan document packages. Customer and Lender consent to such updates and changes which shall conclusively be deemed approved by Customer and Lender in accordance with Section H of these Terms.

M. Fannie Mae Multifamily Documents. GoDocs represents that it shall use reasonable care so that the GoDocs Software generates Fannie Mae multifamily loan documents ordered by Customer according to the current applicable Fannie Mae forms utilizing the loan data entered by Customer. GoDocs shall use reasonable care to update its templates to reflect any changes to the Fannie Mae multifamily loan document forms so that the documents generated by the GoDocs Software consistent with the current Fannie Mae language for each applicable Fannie Mae form as of the date that the documents are generated (or variations of such language approved by Fannie Mae or specified by Customer).

N. Business Purpose Loans Only. Documents generated by the GoDocs Software are intended for use solely in transactions which are secured by commercial real property, multifamily real property and non-owner occupied residential real property in which the proceeds of the loan will be used solely for business purposes and not for any personal or household purposes of any individual borrower or guarantor, or any equity owner of any entity borrower or guarantor. In the event, pursuant to Customer's or any Lender's request or direction, GoDocs Software generates any document or document package for any loan (i) the proceeds of which will not be used solely for business purposes, or (ii) which is to be secured by any residential property consisting of less than five units (less than seven units in New York, New Jersey and Illinois) that is or will be occupied by any individual borrower or guarantor, or any equity owner of any entity borrower or guarantor, then Customer and Lender acknowledge and agree: (a) that any such documents or document package shall be considered as drafts only; (b) that Customer or Lender shall engage competent legal counsel familiar with applicable federal and state laws and regulations to review, revise and supplement the draft documents prepared by GoDocs as necessary to assure legal compliance and provide all necessary disclosures; and (c) that GoDocs shall have no responsibility or liability for any legal deficiencies or any noncompliance with any applicable laws or regulations in connection with such documents or the related transaction.

O. Customer-Supplied Language. If requested by Customer, GoDocs may in its discretion agree to customize its software so that Customer-supplied forms, additional clauses, changes to GoDocs standard document clauses and/or substitute clauses (collectively, "**Customer-Supplied Language**") are incorporated into Customer's document packages. GoDocs represents that will use reasonable care so that the Customer-Supplied Language is incorporated into Customer's document packages. Customer shall be solely responsible for supplying GoDocs with any desired updates to any Customer-supplied or Lender-supplied forms or language.

P. Support Levels. GoDocs offers standard and premium support levels. With both support levels, Customer is solely responsible for the accuracy of Customer's data entry, and GoDocs shall not be responsible for failure to identify or correct any errors or inconsistencies in the data entered by Customer.

(1) **Standard Support.** With the standard support level, loan data entered by Customer is not reviewed by any GoDocs employee, and no dedicated document specialist is assigned to standard support level orders. Because the documents generated by the GoDocs Software are not reviewed by GoDocs personnel, with the standard support level Customer is solely responsible to carefully review and proof the documents generated by the GoDocs Software and to notify GoDocs of any perceived errors in the software output so that any software adjustments or fixes can be made. If, as a courtesy, GoDocs staff provides any data review or assistance on any standard support level order, such review or assistance shall not alter these Terms or give rise to any obligation on the part of GoDocs to do so for any other orders.

(2) **Premium Support.** Each premium support order is assigned to one or more dedicated document specialists who contact the Customer if necessary to resolve any questions or issues, generate documents using the GoDocs Software, then proof and finalize the documents. The premium support level allows for special instructions, non-standard loan terms and non-standard vesting scenarios (additional charges may apply).

Q. Disclaimers; Limitations on Liability. To the fullest extent allowed by law, GoDocs disclaims any warranties or liabilities other than those expressly set forth in these Terms. Accordingly, GoDocs shall have no liability in connection with the provision of software, documents, or services except as expressly set forth in these Terms. Customer (and Lender if other than Customer) shall obtain a lender's policy of title insurance insuring the validity and priority of its lien in each and every loan transaction and the title insurer shall have primary liability in the event of any matter covered by such title insurance policy. GoDocs shall have no concern, liability or responsibility with respect to Customer's or any Lender's compliance or noncompliance generally or in any transaction with: (i) any usury laws, high-cost or high-risk mortgage laws or other laws regulating the amount of interest, prepayment premiums, late charges or other charges that may be lawfully collected; (ii) any legal, licensing or regulatory restrictions, registrations or qualification requirements applicable to Customer's lending business, or to any Lender, investor or borrower in any transaction; (iii) any RESPA-TILA, truth-in-lending, disclosure or other consumer protection laws applicable to consumer or non-business purpose transactions; or (iv) any state "unauthorized practice of law" statutes or other statutes requiring that local legal counsel be retained in connection with the preparation of loan documents. GoDocs shall have no concern, liability or responsibility with respect to any legal deficiency, unenforceability, error, inconsistency, ambiguity, damage or loss which is, directly or indirectly, related to: (a) any changes or additions to or deviations from GoDocs standard document provisions requested by Customer (including any changes, additions or deviations reflected in any approved Proof Document as described in Section H of these Terms), or (b) any Customer-Supplied Language furnished by Customer or any Lender for inclusion in Customer's or such Lender's document packages. Customer and Lender shall indemnify and hold harmless GoDocs from any loss, damage, expense or liability, including attorneys' fees and costs, incurred by GoDocs as a result of or relating to the matters described in clauses (a) and (b) of the preceding sentence. Customer shall be responsible for retaining local counsel as required by the laws of the jurisdiction where the security property is located in order to finalize any documents which, under the laws of the property jurisdiction, must be prepared by legal counsel licensed in the property jurisdiction, and any such documents prepared by GoDocs shall be considered as drafts only, to be reviewed, revised and supplemented as necessary by legal counsel licensed in the property jurisdiction. Customer represents that all loans for which loan document preparation orders are submitted shall be for solely for commercial, business, or corporate purposes and not for personal or consumer purposes. In no event shall GoDocs have any liability for any cost, damages, losses or liability for any errors or omissions on the part of GoDocs unless and until Customer has exhausted all remedies against the borrower, any guarantors, the title insurer and/or any other parties that may be liable for such matters, and until Customer thereafter obtains a final, non-appealable judgment against GoDocs for any remaining deficiency

expressly found by the court to have been caused solely by an error or omission of GoDocs. GoDocs shall have no liability in connection with missing or inaccurate data entry by Customer or in connection with changes made to documents after preparation by GoDocs. All GoDocs loan document packages contain documents and/or provisions requiring the borrower and any guarantors to correct any clerical and other errors in the documents. GoDocs shall have no liability for any clerical or other errors in loan documents unless and until Customer has exhausted all possible efforts to obtain a correction of any such errors pursuant to the terms of such documents and/or provisions requiring the borrower and any guarantors to correct any clerical and other errors. Such efforts shall include, without limitation, declaring a default and instituting the default rate of interest if the borrower or any guarantor fails to execute correction document(s) within the time required by the loan documents. In no event shall GoDocs be liable to Customer or any person for any incidental, indirect, special or consequential damages, including without limitation, loss of profits, loss of data, or any and all other similar damages or loss, even if GoDocs has been advised of the possibility of such damages. GoDocs' total liability to Customer or any other person shall not exceed the total amount of fees paid by Customer to GoDocs for the documents or services from which such liability arises.

R. Customer's Contract. The term "**Customer's Contract**" as used herein shall mean these Terms, as modified from time to time, which Customer shall be deemed to have agreed to, accepted and reaffirmed whenever Customer submits a document order, together with the terms of any separate written contract or subscription agreement between GoDocs and Customer or any written subscription election executed by Customer. Customer is under no obligation to order any minimum number of document packages. GoDocs reserves the right to terminate Customer's Contract or discontinue services previously offered to Customer, with or without cause, upon thirty (30) days prior written notice to Customer. If Customer's Contract is so terminated by GoDocs, customer shall be bound to pay all document preparation fees and other sums due to GoDocs through the date of termination, but Customer shall not be obligated to pay any subscription fees for the remainder of Customer's current annual subscription term. Customer may cancel its subscription by notice to GoDocs, but cancellation shall not be effective until the end of the current annual subscription term, and Customer shall be bound to pay all monthly subscription fees through the balance of the current annual subscription term. If Customer cancels its subscription, but does not terminate Customer's Contract, Customer may re-subscribe at a later time as long as Customer paid all subscription fees due through the entire annual subscription term. Customer's subscription shall automatically renew for successive on year terms unless Customer gives notice of cancellation to GoDocs at least 30 days prior to the end of the first annual subscription term, or any renewal term, as applicable. Customer may terminate Customer's Contract at any time upon notice to Lender, but notwithstanding such termination Customer shall be bound to pay all document preparation fees and other sums due to GoDocs through the date of termination, together with all monthly subscription fees for the remainder of Customer's current annual subscription term. GoDocs shall have the right to change these Terms in its sole discretion at any time. Any changes to these Terms shall be effective and applicable to Customer (and any Lender for which Customer orders documents) commencing on the date that the changed Terms are posted at on the GoDocs Website and which may be accessed by way of the following URL: <https://godocs.com/terms>. By submitting a document order Customer shall be deemed to have received notice of, and expressly agreed to, any changes to these Terms. Termination of Customer's Contract for any reason shall terminate Customer's access to the GoDocs Software and ability to order documents from GoDocs, but otherwise all terms, conditions, covenants, obligations and agreements of Customer, Lender and GoDocs (including without limitation Section F of these Terms) shall survive such termination, and shall continue to govern all documents, software, products and services requested by or provided to Customer and Lender prior to termination.

S. Agreement by Lenders Other than Customer. Prior to ordering any documents in which a Lender other than Customer is to be named as a lender or as an assignee of the lender(s) named in the loan documents, Customer shall inform the Lender or assignee of the GoDocs Terms, and obtain such Lender's or assignee's written acknowledgment and agreement to these Terms. As a condition to preparation and/or release of documents naming any Lender or assignee other than Customer, GoDocs may require a written acknowledgment and agreement to these Terms from such Lender or assignee, in such form as GoDocs may require. Failure of GoDocs to require such written acknowledgment and agreement shall not relieve Customer of its obligation to obtain such written acknowledgment and agreement from each Lender or assignee for which Customer orders documents, nor relieve Customer or any such Lender or assignee from any term or provision contained in these Terms. Customer shall indemnify and hold GoDocs harmless from any loss, expense, or liability, including attorneys' fees, in connection with any claim by any Lender or assignee other than Customer, regardless of whether such Lender or assignee has agreed in writing to these Terms.

T. Governing Law; Jurisdiction and Venue. Customer's Contract shall be governed by the laws of the State of California. Customer and Lender consent to the jurisdiction and venue of the state and/or federal courts located in Orange County, California for any dispute relating to Customer's Contract or the documents, software, products, or services provided to Customer or Lender by GoDocs.

U. Dispute Resolution. In the event any disagreement ("**Dispute**") arises out of or relates to Customer's Contract, or the documents, software, products or services provided to Customer or any Lender by GoDocs, prior to the escalation of a Dispute to arbitration or litigation, either party shall notify the other party in writing of the nature of the Dispute with as much detail as possible. Within ten Business Days of the date of notification, designated representatives for Customer and/or Lender shall meet, for the purpose of negotiating a resolution of the Dispute and, if applicable, determining the corrective actions to be taken. If the parties are unable to resolve the Dispute or to agree upon appropriate corrective actions within twenty Business Days of such meeting, or if a party fails to take the corrective actions which were agreed upon, then either party may initiate arbitration proceedings.

V. Arbitration. Any Dispute, controversy or claim arising out of or relating to Customer's Contract, or the documents, products, software or services provided to Customer or any Lender by GoDocs, which is not resolved pursuant to Section U of these Terms, shall be resolved by arbitration in accordance with American Arbitration Association's then-prevailing Commercial Arbitration Rules with Expedited Procedures, as modified by Customer's Contract. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration and venue for any arbitration, legal action or alternative dispute resolution regarding Customer's Contract, or the breach thereof, or the documents, products, software or services provided to Customer by GoDocs shall be in Orange County, California, or at such other place as may be selected by GoDocs. This arbitration clause shall survive the termination or expiration of this Client's Contract.

W. Attorneys' Fees. In the event of any claim, controversy, arbitration or action relating to Customer's Contract, or the documents, products, software or services provided to Customer or any Lender by GoDocs, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in an amount to be determined by the arbitrator or the court.

X. Miscellaneous. These Terms, together with any separate written contract between Customer and GoDocs, represent the whole and only agreement with respect to the subject matters herein and supersede all prior agreements, oral and written. Except for changes to these Terms made by GoDocs and posted on the GoDocs website, no amendment to Customer's Contract shall be valid or effective unless embodied in a written instrument signed by the party to be charged. In the event any changes to these Terms are made after the date of any separate written contract between GoDocs and Customer or any Lender acknowledgment, the changed Terms shall be deemed to be substituted in place of the Terms that were in effect as of the date of such separate written contract or Lender acknowledgment, excepting only those changes which are in direct contravention of any specially negotiated the terms set forth in *the body of such separate written contract* (not the exhibit to such separate written contract which sets forth the Terms that were in effect as of the date of such separate written contract). All notices given by GoDocs, shall be sufficient and deemed delivered if in writing and deposited with the United States Postal Service, postage prepaid via registered or certified mail, or sent via a nationally recognized courier service with proof of delivery, addressed to GoDocs at 18650 MacArthur Blvd., Ste. 200, Irvine, CA 92612, or to such other address as may be hereafter posted on the GoDocs website, or to Customer at the notice address initially provided to GoDocs, or to such other address as may be changed from time to time by notice

duly given to GoDocs. Any notice given by GoDocs to Customer shall be deemed conclusively to have been given to any Lender other than Customer without the necessity of any separate notice.

Y. WAIVER OF JURY TRIAL. CUSTOMER, LENDER AND GODOCS EACH (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS CONTRACT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY, AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUES TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF OR THE OPPORTUNITY TO RETAIN COMPETENT LEGAL COUNSEL.

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