

Terms & Conditions

Please read the following Terms of Use and Disclaimers (the "Agreement") carefully before accessing or using the Specialized Loan Servicing LLC ("SLS") Investor Website (the "Website"), because they govern your access and use of this Website as an Authorized User of Investor or another authorized third party (collectively, the "Investor"). Investor is either the: (i) owner of whole loans for which SLS is or will act as servicer, or (ii) owner, or representative or agent of the owner or otherwise holds a beneficial interest in a certain series of mortgage-back securities for which SLS is acting as a servicer of the underlying Mortgage Loans backing such securities ("Securities"). By accessing or using this Website, you are indicating that you understand, accept and agree to be bound by the terms and conditions set forth below and the Website's Privacy Policy. If you do not wish to be bound by these terms and conditions and the Privacy Policy, you must not access or use the Website.

Your access and use of the Website is solely as an Authorized User of Investor. The purpose of the Website is to allow an authorized user of Investor to access the Website to (i) view an illustrative example regarding the manner in which SLS services residential mortgage loans ("Mortgage Loans") (ii) to review related information, and (iii) if applicable, to provide authorizations on SLS loss mitigation proposals. In addition to your liability and responsibilities for the access and use of the Website under this Agreement, the Investor for which you have accessed the Website also will have joint and several liability and responsibility for your access and use of the Website, including your compliance with the terms and conditions hereunder.

If you access or use the Website in a manner inconsistent with or in violation or breach of these terms and conditions, you will be liable to SLS and be responsible for any damages, losses or liabilities incurred by SLS arising from or relating to such inconsistency, violation or breach, and SLS may terminate your access, block your future access, and/or seek such additional relief as the circumstances regarding any inconsistency, violation or breach by you indicate is proper.

This Website is owned and operated by SLS. This Agreement contains the terms, covenants, conditions and provisions upon which you may access and use this Website. Each time that you access or use of the Website, you will be required to accept and agree to, and be deemed to have accepted and agreed to, these terms and conditions.

1. Limited Purpose and No Reliance. The data, materials and information available through the Website (the "Servicing Information") will consist of information regarding loan level servicing activities for the individual Mortgage Loans and the related borrowers. Such Servicing Information will be limited in nature and will not include loan pool information for all of the related Mortgage Loans that back the Investor's Securities, which loan pool information will only be available through the issuer and trustee for such Securities in accordance with the agreement governing the issuance and administration of those Securities.

You acknowledge and agree that the Servicing Information is ongoing operational information of the servicing activities of SLS that may include incomplete or inaccurate data, and is subject to revisions and corrections from time to time, and has not been and will not be reviewed or audited by the independent accountants for SLS. You further acknowledge and agree that the Servicing Information is being provided merely as an illustrative example of the servicing activities of SLS and will not be sufficient to make, and is not intended for the purpose of making, an investment decision in the related Securities.

SLS shall not have any obligation or duty to continue to provide you with any Servicing Information available on the SLS Website or to maintain the SLS Website, and SLS in its sole discretion may discontinue your access to the SLS Website at any time.

2. Scope and Password Policy. Access and use of the Website shall require you to register as an "Authorized User" of the Investor. Investor and its Investor Administrator shall authorize and designate to SLS certain employees of Investor as "Authorized Users" of Investor and upon completion of the appropriate registration process and acceptance of a Web Access Agreement (a "Web Access Agreement") by SLS, you may only access Servicing Information for the Mortgage Loans (i) that back the Investor's Securities or (ii) that you own as whole loans. The Web Access Agreement is incorporated by reference and made a part of this Agreement. [Web Access Agreement](#)

You also must know the name and contact information for your Investor Administrator, who has designated you as an Authorized User of Investor, and who will administer and monitor your access and use of the Website on behalf of Investor. Any acts of Investor hereunder (including any notices to be given or received by Investor) shall be undertaken or performed by the Investor Administrator on behalf of Investor.

As part of the registration process, you as an Authorized User must select a valid account identification and password to use the Website allowing access to the related Mortgage Loans either which you own directly or for Investor's Securities only. Once selected, your password cannot be changed unless such change is submitted through the procedures on the Website. By agreeing to the terms and conditions of this Agreement, you agree to be responsible for maintaining the confidentiality of your account identification and password and are fully responsible for all activities that occur under the account identification and password. If you become aware of any loss or theft of your account identification and password or suspect or become aware of any unauthorized access or use of your account identification or password or any other security failure or breach involving your account access or the Website, then (i) you agree to immediately notify SLS and your Investor Administrator and (ii) you shall take immediate action to terminate your access as an Authorized User to access and use the Website through such account identification and password. **DO NOT SHARE YOUR PASSWORD WITH ANYONE. IF YOU KNOW OR SUSPECT THAT YOUR PASSWORD HAS BEEN COMPROMISED, NOTIFY THE INVESTOR ADMINISTRATOR AND SLS AND CHANGE YOUR PASSWORD IMMEDIATELY.** SLS reserves the right to delete or change any account identification or password at any time for any reason.

3. Grant of Limited License. This Agreement provides you, as an Authorized User on behalf of Investor with a personal, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable right and license to access and use the Website solely for Investor's internal business use and is further conditioned upon and subject to (i) your continued employment with Investor and authorization by the Investor Administrator as an Authorized User of Investor and (ii) your continued compliance with the terms and conditions of this Agreement. You agree that your use and any disclosure of any and all Servicing Information shall be only for the purpose of (i) providing an illustrative example and information regarding the manner in which SLS services Mortgage Loans, (ii) the review of related information, and (iii) if applicable, to provide authorizations on SLS loss mitigation proposals. You agree that you shall not nor shall you cause, authorize or permit any other person to, use or disclose the Servicing Information for any other purpose or otherwise receive or realize any other, direct or indirect, benefit from the Servicing Information or otherwise cause any, direct or indirect, detriment, harm, impairment,

injury or adverse effect from any use or disclosure of such Servicing Information to SLS or any borrower of the related Mortgage Loans.

You acknowledge and agree that this Website, and all intellectual property and proprietary rights therein and thereto, anywhere worldwide, including such rights in copyright, trademarks, servicing marks, trade dress, patents, patent applications and trade secrets and other proprietary and/or confidential information, including the collective work and/or compilation of any and all databases accessible on the Website (collectively, the "IP Rights"), are the valuable property of SLS and/or its affiliates. Other than the limited license providing access and use as granted herein, you have no other rights or benefits to the Website or the IP Rights and may not access or use the Website in any way that may infringe, impair, violate or damage any IP Rights of SLS or any other person. Except as provided herein, you shall not yourself, nor shall you cause, authorize, permit or otherwise allow any person to change or create derivative products of, copy, distribute, transmit, reproduce, publish, license, transfer, sell, "deep link," data mine, or otherwise use or disclose any Servicing Information obtained from this Website under any circumstance. You agree that you will not, nor will you, cause, authorize or permit any person under your control, direction or otherwise, under any circumstance to post any content from this Website to any forums, list servers, electronic bulletin boards, mailing lists, other websites or other media for use or distribution without the express written consent of SLS.

4. Investor Approval of Loss Mitigation Proposals. Investors that are owners of whole loans may have agreed in their servicing agreements (generally, in the investor approval matrix exhibit to the servicing agreement) that SLS will provide Investors with proposals for certain loss mitigation actions. SLS will only provide such loss mitigation proposals that it believes are in the best interest of the Investors and Investors are required to either approve or deny each such proposal. SLS transmits such proposals to Investors via the Deal Center section of the SLS Website ("Deal Center"). Pursuant to certain Investors' servicing agreements, SLS will submit loss mitigation proposals to such Investors through Deal Center and if the Investor does not accept, deny or otherwise respond to the proposed action within the agreed upon timeframe, if applicable, such action will be deemed automatically approved by the Investor.

With respect to such Deal Center approval process, the Investor and SLS agree as follows:

- (1) Investor shall appoint and maintain an "Authorized Approver" to receive the proposals via Deal Center, whose obligation it is to provide approvals or denials in the required timeframes to SLS, when applicable;
- (2) Investors' Authorized Approver shall ensure that it has appropriate access to the SLS Website and Deal Center and that Authorized Approver has selected the correct settings to allow Authorized Approver to receive proposals from SLS via Deal Center and the ability to either approve or deny such proposals within the required timeframes;
- (3) If at any time Investor fails to fulfill its requirements in this Section 4, SLS shall have no liability for the failure of Investor to receive a proposal or for any action or inaction SLS takes as a result of such Investor failure. In addition to any other indemnifications provided herein or in the Web Access Agreement, Investor hereby agrees to hold SLS harmless under this Agreement and its servicing agreement(s) with SLS if the Investor fails to maintain appropriate access to the SLS website or to Deal Center to allow for any such approvals or denials;
- (4) If at any time, Investor requests SLS to override an approval in Deal Center (such approval being either submitted by the Investor or pursuant to the automatic approval process in Deal Center) or extend a timeframe or carry out any other action that is outside of Deal Center, SLS will attempt to do so with the following restrictions. Investor acknowledges that overriding Deal Center is a manual process and therefore SLS, although it will use its best efforts to accommodate such request, does not guarantee that such request will be accommodated. For

situations where the Investor has requested SLS to override Deal Center, Investor agrees that SLS shall have no liability to Investor for failure to accommodate or accomplish such request; and

(5) Section 4 of this Agreement shall supersede any conflicting language contained in the servicing agreement(s) with SLS, relating to the items specifically covered in this Section 4.

5. Confidentiality. As a result of your use of the Website, you will have access to Servicing Information for the related Mortgage Loans and borrowers (the "Consumer Information"). You agree to use the Consumer Information for only those legitimate business purposes as permitted by law and only for the Investor purposes as provided hereunder.

You as an Authorized User shall only have access to the related Mortgage Loans, which you own or which back the Securities owned by Investor, and which SLS services for Investor. SLS, Investor and you agree to maintain the privacy and confidentiality of Consumer Information, including, but not limited to, the applicable obligations of SLS, Investor and you as it relates to the related Mortgage Loans under the Gramm-Leach-Bliley Act of 1999, as it may be amended from time to time, and the regulations promulgated thereunder (the "GLB Act"). You hereby agree that you have read and understand the regulations of the GLB Act and will not disclose to any person, either directly or indirectly, any Consumer Information, other than as permitted by applicable law, including use under any exception to the GLB Act. You and Investor further agree to implement and maintain commercially reasonable measures designed to: (a) ensure the security and confidentiality of all Consumer Information; (b) protect against any security failures or breaches, and any threats or hazards to the security or integrity of the Consumer Information; and (c) protect against unauthorized access or use of Consumer Information that could result in any harm, detriment, injury or adverse effect to any borrower of the related Mortgage Loans or to SLS, as Servicer.

If you are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Consumer Information, then unless prohibited by law, you will give prompt notice to SLS and your Investor Administrator of the request before complying with such request or order. You and Investor will cooperate with SLS' efforts (if any) to seek a protective order or otherwise limit disclosure, at SLS' expense. If you or Investor are legally compelled to disclose any Consumer Information, you will disclose information only to the extent required and will attempt to obtain reliable assurance that the disclosed Consumer Information will be accorded confidential treatment thereafter and will comply with GLB.

You and Investor explicitly acknowledge that any breach of this Agreement may immediately and irreparably harm, damage or injure SLS or the borrowers of the related Mortgage Loans and, therefore, money damages would not be a sufficient remedy. Accordingly, SLS will be entitled to injunctive relief, specific performance, and/or any other appropriate equitable remedy for any actual or threatened breach by you or Investor of this Agreement. Any such remedy will be in addition to all other remedies and rights available to SLS at law or in equity.

6. Network and Computer Security. You will only be allowed access and use of the Website as an Authorized User, after being designated in advance by the Investor Administrator and SLS. You and Investor shall be responsible for ensuring that as an Authorized User you do not cause security risks to the Website or Servicing Information and upon request from SLS, you will provide SLS with any information reasonably necessary for SLS to evaluate security issues relating to you or Investor. You will notify immediately SLS and your Investor Administrator

whenever you leave Investor's employ or no longer require access or use of to the Website. You shall not cause, authorize or permit any person other than your Investor Administrator to access or use the Website on your behalf or to access or use your account identification or password.

As an Authorized User for Investor, you shall be responsible for conducting your access and use of the Website in a manner that does not pose, present or result in any reasonable risk of a security failure or breach (including without limitation any systems intrusion, hacking incident or data theft), and Investor, as your employer, will be responsible for providing you with the necessary equipment, knowledge, training and technological skills to comply with the security and technology procedures and policies of Investor and the terms and conditions in this Agreement. For instance, you will be responsible for utilizing the proper computer and systems equipment and software, including an internet browser capable of establishing a 128 bit encryption with SLS' Secured Socket Layer 3.0, which must be sufficient to ensure that: (a) your access and use of the Website is secure and is used only for authorized purposes; (b) all Servicing Information, including but not limited to any Consumer Information, is protected against improper, adverse, unauthorized or illegal access, use, alteration, destruction or loss; (c) the Servicing Information is kept confidential; and (d) all Servicing Information is maintained and safeguarded to avoid and prevent any disclosure thereof to any unauthorized person by you, directly or indirectly, or any disclosure as a result of a security failure or breach, including without limitation any systems intrusion, hacker incident or theft of data.

You acknowledge the obligations of Investor above to maintain and implement adequate security and technology procedures and policies and further agree to access or use the Website only through Investor's secured network, computer systems or other medium provided by Investor. Except as provided hereunder or with the written permission of SLS, you agree to refrain from accessing or attempting to access password-protected, secure or non-public areas of either the main SLS website or the Website.

7. Enforcement of Website Use. You and Investor acknowledge and agree that you and Investor will be responsible in ensuring that any activity undertaken by you as an Authorized User in any jurisdiction and with any person in whole or in part on or through this Website is in compliance with any and all applicable laws, rules, regulations, ordinances or interpretations or other similar national and international requirements of the country, state and province in which you or Investor is accessing and using the Website (collectively, "Applicable Laws"). You and Investor further agree that this Website may be used only for lawful purposes. You and Investor agree to provide SLS with all information, cooperation and assistance, documents and data as shall reasonably be requested by SLS in order to comply with any Applicable Laws. **ACTUAL OR ATTEMPTED UNAUTHORIZED USE OF THE WEBSITE MAY RESULT IN CRIMINAL AND/OR CIVIL PROSECUTION.** Unauthorized individuals attempting to access or use prohibited or restricted areas or information of this Website may also be subject to legal action, including prosecution. You shall not, nor shall you cause, authorize or permit any other person to, access or use the Website to engage in any illegal activity.

SLS reserves the right to view, monitor and record any access, use or other activity on the Website without notice or further permission from you or Investor. SLS currently expects to monitor and record the access and use of its Website. Any information obtained in monitoring, reviewing or recording is subject to review by law enforcement organization in connection with the investigation or prosecution of possible criminal activity on the Website or unauthorized use of the Website.

8. Risk Assumption. Your use of the Internet is solely at your own risk and subject to all Applicable Laws. While SLS has endeavored to create a secure and reliable Website, be advised that the confidentiality over the Internet cannot be guaranteed by SLS. Accordingly, SLS is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Website, or for the consequences of any reliance on such information. You and Investor assume the sole and absolute risk of accessing and using this Website. You and Investor expressly absolve and release SLS from any claim of harm resulting from any act or affect beyond SLS's control, including without limitation, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, severe weather, natural disasters, strikes or other labor problems, war, terrorism or governmental restrictions.

9. Privacy Policy. This Website is designed solely for business users and the limited purposes described herein. Please see SLS' [Privacy Policy](#) for a summary of SLS' personal data collection and use practices with respect to its Website. By accessing this Website or using this Website and Service, you expressly state that you have read and reviewed such Privacy Policy, which is incorporated by reference herein and made a part of this Agreement, and you further agree to be bound by and abide by the restrictions set forth in the Privacy Policy.

10. Hours of Accessibility. While it is SLS' objective to make the Website accessible 7 days a week, 24 hours per day, SLS may make the Website unavailable from time to time for computer or systems maintenance, upgrade or other matters without notice to you or Investor. You understand and acknowledge that due to circumstances both within and outside the control of SLS, access or use the Website may be interrupted, suspended or terminated from time to time. You agree that SLS will not be liable for any damages arising from any such interruption, suspension or termination.

11. Changes. The content on the Website and terms and conditions of this Agreement are subject to change or updating by SLS at any time and without prior notice. The changes may include superseding terms and conditions or specific notices. **YOU SHOULD REVIEW THESE TERMS AND CONDITIONS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE.** Your continuing access or use of the Website constitutes your acceptance and agreement of any change or update, all of which shall become effective and be controlling when posted.

12. Links to Other Websites. SLS may provide a link, in its sole discretion, to other websites on the Internet for your convenience in locating related information and services. SLS has not reviewed such websites and such websites are maintained by third parties over which SLS has no authority or control. Thus, SLS expressly disclaims any responsibility for the content, the accuracy of the information and material on such website, and/or the quality of products or services provided by such third party websites. The links to such website do not imply an endorsement or other recommendation by SLS of any kind.

13. **DISCLAIMERS**. **SLS AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION BY YOU OR INVESTOR BASED ON THE INFORMATION, SERVICES OR OTHER MATERIAL ON THE WEBSITE. WHILE SLS AND ITS CONTRACTORS INTEND TO KEEP THE SERVICING INFORMATION ON THE WEBSITE ACCURATE, COMPLETE AND UP-TO-DATE, SLS AND ITS CONTRACTORS CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR LIABILITY RELATED TO, THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE SERVICING INFORMATION. EXCEPT TO THE**

EXTENT OTHERWISE EXPRESSLY PROVIDED BY THE APPLICABLE DOCUMENTATION THAT GOVERNS THE SERVICING OF THE RELATED MORTGAGE LOANS BY SLS, ALL SERVICING INFORMATION ON THE WEBSITE IS PROVIDED TO YOU AND INVESTOR "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, WARRANTIES OR CONDITIONS, OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITH RESPECT TO YOUR ACCESS AND USE OF THE WEBSITE, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SLS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF WARRANTIES, ALL CONTENT ACCESSIBLE ON THIS WEBSITE, OR ANY OTHER WEBSITE TO WHICH WE LINK, AND ALL OPERATIONS ON THIS WEBSITE ARE WARRANTED ONLY TO THE MINIMUM AMOUNT LEGALLY REQUIRED.

SLS AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR INVESTOR FOR ANY LOSS, COST, DAMAGE, LIABILITY OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY YOUR USE OR INVESTOR'S USE OF OR RELIANCE ON THE WEBSITE OR SLS' PERFORMANCE OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT.

YOU AND INVESTOR ACKNOWLEDGE AND AGREE THAT SLS AND ITS AFFILIATES CANNOT AND DO NOT GUARANTEE OR WARRANT THAT ANY SERVICING INFORMATION, INCLUDING ANY FILES, AVAILABLE FOR VIEWING AND DOWNLOADING FROM THE WEBSITE WILL BE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU AND INVESTOR ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND SAFETY MEASURES TO SATISFY YOUR REQUIREMENTS FOR PROTECTION OF AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE WEBSITE FOR THE RECONSTRUCTION OF ANY LOST DATA. IT IS SOLELY YOUR AND INVESTOR'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICING INFORMATION AND OTHER SERVICES PROVIDED THROUGH THE WEBSITE OR ON THE INTERNET GENERALLY WITH RESPECT TO THE RELATED MORTGAGE LOANS.

UNDER NO CIRCUMSTANCES WILL SLS AND ITS AFFILIATES BE LIABLE TO YOU OR INVESTOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO OR ARISING FROM THE WEBSITE OR YOUR ACCESS OR USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF CAPITAL AND CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, EVEN IF SLS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

TO THE EXTENT PERMITTED BY LAW, SLS AND ITS AFFILIATES DISCLAIM LIABILITY FOR ANY DIRECT DAMAGES BASED ON YOUR USE OR INVESTOR'S USE OR ANY AUTHORIZED USER'S USE OF THIS WEBSITE OR ITS CONTENTS.

14. INDEMNIFICATION. YOU AND INVESTOR AGREE TO JOINTLY AND SEVERALLY INDEMNIFY, DEFEND, AND HOLD HARMLESS SLS, ITS AFFILIATES AND CONTRACTORS FROM ANY LIABILITY, LOSS, CLAIM, CAUSE OF ACTION, DEMAND AND THE RESULTING LOSS, LIABILITY, DAMAGES, DEBT, AWARDS, COSTS, OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) RELATED TO OR BASED UPON (1) YOUR ACCESS OR USE, OR INVESTOR'S ACCESS OR USE ATTRIBUTABLE TO YOU, OF THE WEBSITE, (2) YOUR VIOLATION OR BREACH OF ANY TERMS OR CONDITIONS OF THIS AGREEMENT, (3) YOUR NEGLIGENCE, RECKLESS DISREGARD, WILLFUL MISCONDUCT OR ABANDONMENT PURSUANT TO THIS AGREEMENT OR IN ACCESSING OR USING THE WEBSITE, AND/OR (4) ANY DISCLOSURE OR USE OF ANY SERVICING INFORMATION (INCLUDING ANY CONSUMER INFORMATION) BY YOU, OR BY INVESTOR, ATTRIBUTABLE TO YOU, WHICH IS UNAUTHORIZED OR ILLEGAL, OR BREACHES OR VIOLATES THE TERMS OF THIS AGREEMENT.

15. LIMITATION OF LIABILITY AND LEGAL FEES. YOU ARE RESPONSIBLE FOR YOUR ACTIONS OR INACTIONS AS AN AUTHORIZED USER ACCESSING AND USING THE WEBSITE; AND INVESTOR ALSO IS JOINTLY AND SEVERALLY RESPONSIBLE AND LIABLE FOR YOUR ACTIONS OR INACTIONS AS AN AUTHORIZED USER AS WELL AS ALL OF THE INDIVIDUAL AND COMBINED ACTIONS AND INACTIONS OF ALL AUTHORIZED USERS ACCESSING OR USING THE WEBSITE FOR INVESTOR; YOU AND INVESTOR HEREBY RELEASE SLS FROM ANY LIABILITY AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY ACTION AGAINST SLS FOR HONORING OR ALLOWING ACCESS OR USE OF THE WEBSITE FROM YOU OR INVESTOR'S USERS WHETHER AUTHORIZED OR NOT. INVESTOR AGREES TO INDEMNIFY AND HOLD SLS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES OR COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) ARISING FROM ANY SUCH CLAIMS OR ACTIONS.

IN CASE OF ANY LEGAL ACTION OR PROCEEDING TO INTERPRET OR ENFORCE THIS AGREEMENT OR ANY PART OF IT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ITS REASONABLE ATTORNEYS' FEES AND COURT COSTS.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Colorado, without giving effect to conflict of law principles thereof. The services described and information provided through the Website are directed to and are intended to be made available only to persons in the United States and are not intended for distribution to, or use by, any person in any other country or any jurisdiction where such distribution or use would be contrary to law or regulation or that would subject SLS to any registration requirement within such jurisdiction or country.

17. Termination. This Agreement will take effect at the time you access the Website or use any Servicing Information from the Website. SLS may terminate your access to the Website, as well as access by all Authorized Users of Investor to the Website, at any time, for any reason or no reason, and neither you nor Investor will have any recourse to or claim against SLS, and SLS will not have any liability with respect to any such termination. This Agreement may be terminated by either SLS or Investor with 30 days prior written notice for any reason; provided that you and Investor may no longer access or use the Website after terminating this Agreement. This Agreement will automatically terminate upon your violation or breach or Investor's violation or breach of any of the terms or conditions of this Agreement. All provisions of this Agreement relating to warranties, covenants, confidentiality obligations, IP Rights,

limitations of liability and indemnification obligations will survive the termination of this Agreement.

18. Waiver; Severability; and Assignment. Any forbearance or delay on the part of any party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision. You and Investor may not assign your rights or obligations under this Agreement without the prior written consent of SLS and any attempt to do so without such consent shall be null and void.

19. Entire Agreement. Your rights or Investor's rights to access or use of the Website, including certain materials or services available on or through the Website, may be subject to separate written agreements and this Agreement incorporates by reference certain other terms and provisions (the "Other Agreements"), including without limitation your Web Access Agreement, the Privacy Policy and the Web Access Agreement for Investor. If there is a conflict between this Agreement and the Other Agreements, this Agreement will govern with respect to such materials, services, features or content of the Website, unless otherwise explicitly agreed in writing by SLS and Investor and evidenced by an amendment to this Agreement or the Investor Web Access Agreement. With the exception of the Other Agreements, this Agreement represents the entire agreement between you, Investor and SLS with respect to your access and use of Servicing Information available on or through this Website and it supersedes all prior or contemporaneous communications, whether electronic, oral or written between you and SLS with respect to this Website.