

PRIA / MISMO ALLIANCE AGREEMENT

This Agreement is made as of 19 November, 2005, by and between the Property Records Industry Association ("PRIA"), a non-profit association organized under the laws of Delaware, with principal offices at 3200 Croasdaile Drive, Durham, North Carolina, and the Mortgage Industry Standards Maintenance Organization, Inc. ("MISMO"), a corporation organized under the laws of Delaware with its principal place of business at 1919 Pennsylvania Avenue, NW, Washington, DC 2006 (individually a "Party" and together "the Parties").

WHEREAS, PRIA is a national trade association dedicated to facilitating recordation and access to the public property records through the use of technology and the development of open technical standards;

WHEREAS, MISMO, a not-for-profit subsidiary corporation of the Mortgage Bankers Association ("MBA"), is dedicated to developing, promoting, and maintaining, through an open process, voluntary electronic commerce procedures and standards for the commercial and residential mortgage industries; and

WHEREAS, PRIA and MISMO desire to exchange, incorporate into each organization's respective standards, and otherwise use portions of each other's standards for electronic commercial and residential mortgage transactions; and

WHEREAS, PRIA and MISMO desire to enter into this Agreement in order to benefit their respective constituent members, the real estate finance industries as a whole and the public, through general cooperation in the development and provision of consistent standards relating to electronic mortgage transactions.

NOW, THEREFORE, in consideration of these premises and the understandings and obligations of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Definitions

The following capitalized terms shall have the following meanings whenever used in this Agreement. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the MISMO Policies and Procedures ("PAPs") and the MISMO Intellectual Property Rights Policy (May 14, 2004) ("IPR Policy"), as the case may be:

MISMO IPR Policy: The term "MISMO IPR Policy" means the Intellectual Property Rights Policy (IPR) Policy of the Mortgage Industry Standards Maintenance Organization (v. 2.2), as published on the date hereof, and any subsequent modifications thereof adopted by MISMO and set out from time-to-time at www.mismo.org.

MISMO Modifications: The term "MISMO Modifications" means modifications and derivative works reasonably required for MISMO to convert the PRIA Standards, or portions thereof, into XML schema and other formats or versions, for any and all media, for use in connection with the MISMO Standards.

MISMO Standards: The term "MISMO Standards" means specifications developed by MISMO for Internet-Based Extensible Markup Language (XML) applications, as further defined in the MISMO IPR Policy as they are posted on the MISMO Systems.

MISMO Version Control Tools and Other Infrastructure: The term "MISMO Version Control Tools and Other Infrastructure" means the systems and software programs used by MISMO to maintain the MISMO Standards, in particular, versions of those standards with a file-sharing and locking capability used among the MISMO participants.

MISMO Systems: The term "MISMO Systems" means www.mismo.org, and www.emortgage@mortgagebankers.org.

PRIA IPR Policy: The term "PRIA IPR Policy" means the Intellectual Property Rights Policy (IPR) Policy of the Property Records Industry Association, as published on the date hereof, and any subsequent modifications thereof adopted by PRIA and set out from time-to-time at www.pria.us.

PRIA Modifications: The term "PRIA Modifications" means modifications and derivative works reasonably required for PRIA to convert the MISMO Standards, or portions thereof, into XML schema and other formats or versions, for any and all media, for use in connection with the PRIA Standards.

PRIA Standards: The term "PRIA Standards" means specifications, identified in Schedule A of this Agreement, which is incorporated by reference, and developed by PRIA for public records management and such additional public records management standards as may be provided to MISMO from time to time by authorized parties during the term of this Agreement.

PRIA Standards Updates: The term "PRIA Standards Updates" means any addition, modification, improvement, upgrade, extension, or enhancement to or of any one of the PRIA Standards developed by PRIA during the term of this Agreement.

PRIA Systems: The term "PRIA Systems" means www.pria.us and any other on-line system sponsored by PRIA and displaying the PRIA Standards and MISMO Standards.

Section 2: General Provisions

(a) **Recitals.** The recitals are incorporated into and made a part of this agreement.

(b) **Incorporation by Reference; Conflicts.** The MISMO Policies and Procedures ("PAPs") and the MISMO Intellectual Property Rights Policy are incorporated into and made a part of this Agreement. Except to the extent that this Agreement expressly provides otherwise, this Agreement and the Parties will be governed by the terms of the PAPs and the IPR Policy, as they exist now and as they may be amended from time to time. It is understood and agreed that the terms of the Licenses granted in Section 4 below supersede the terms of the MISMO PAPs and the MISMO IPR Policy.

Section 3: MISMO Governance and Reciprocal Considerations

(a) Representation of PRIA on MISMO's Core Data Work Group. Until such time as this Agreement may be terminated, one position on the Core Data Work Group of MISMO shall be allocated to a representative recommended by PRIA and approved by the leadership of the MISMO Architecture Work Group, whose approval shall not be unreasonably withheld. The PRIA representative shall serve for a one-year term without term limits. . Transition Provision: The initial PRIA representative shall serve a term commencing promptly after the effective date of this Agreement and extending through December 31, 2005. The preceding sentence shall expire by its terms on January 1, 2006.

(b) Reciprocal Memberships. Until such time as this Agreement may be terminated, the Parties will provide each other with complimentary memberships (sponsorships) in their respective organizations. In addition, the Parties will waive registration fees for their organizations' functions for at least two attendees and such others as may be reasonable under the circumstances.

Section 4: Cross Licenses

(a) GRANT OF LICENSE – PRIA to MISMO

1. PRIA grants to MISMO, under PRIA's intellectual property rights in the PRIA Standards and the PRIA Standards Updates, a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to make, have made, use, distribute, sell, offer for sale, import, modify, reproduce, publish, publicly perform, display and make derivative works of the PRIA Standards and the PRIA Standards Updates, or any parts thereof, for the sole purposes of developing, distributing (via any medium), licensing, promoting, and maintaining MISMO Standards. PRIA agrees that MISMO may grant the MISMO End-User License with respect to the rights licensed hereunder.

2. PRIA further grants to MISMO in perpetuity, under any jointly owned or collective work copyrights held by PRIA in the PRIA Standards or any PRIA Standards Updates, the right to use and modify any MISMO Standard based upon or incorporating a PRIA Standard or PRIA Standard Update in any manner that MISMO in its sole discretion may determine, along with the right to enforce as a third-party beneficiary, all claims and causes of action with respect to PRIA's jointly owned or collective work copyrights. PRIA agrees to execute any documentation reasonably requested by MISMO to assist MISMO in establishing or maintaining its rights under this License.

3. To facilitate the MISMO standards development process, PRIA grants to each MISMO Participant a non-exclusive, royalty-free, fully paid-up, worldwide license, under its intellectual property rights in the PRIA Standards and the PRIA Standards Updates, to use the PRIA Standards and the PRIA Standards Updates in MISMO Work Group activities solely to develop and maintain the MISMO Standards. Each such License is

provided "AS IS, WHERE IS" without representation or warranty of any kind, express, implied or statutory.

(b) GRANT OF LICENSE – MISMO to PRIA

1. MISMO grants to PRIA, under MISMO's intellectual property rights in the MISMO Standards and the MISMO Standards Updates, a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to make, have made, use, distribute, sell, offer for sale, import, modify, reproduce, publish, publicly perform, display and make derivative works of the MISMO Standards and the MISMO Standards Updates, or any parts thereof, for the sole purposes of developing, distributing (via any medium), licensing, promoting, and maintaining PRIA Standards. MISMO agrees that PRIA may grant the PRIA End-User License with respect to the rights licensed hereunder.

2. MISMO further grants to PRIA in perpetuity, under any jointly owned or collective work copyrights held by MBA in the MBA Standards or any MBA Standards Updates, the right to use and modify any PRIA Standard based upon or incorporating a MISMO Standard or MISMO Standard Update in any manner that PRIA in its sole discretion may determine, along with the right to enforce as a third-party beneficiary, all claims and causes of action with respect to MBA's jointly owned or collective work copyrights.. MISMO agrees to execute any documentation reasonably requested by PRIA to assist PRIA in establishing or maintaining its rights under this License.

3. To facilitate the PRIA standards development process, MISMO grants to each PRIA Member a non-exclusive, royalty-free, fully paid-up, worldwide license, under its intellectual property rights in the MISMO Standards and the MISMO Standards Updates, to use the MISMO Standards in PRIA Work Group activities solely to develop and maintain the PRIA Standards. Each such License is provided "AS IS, WHERE IS" without representation or warranty of any kind, express, implied or statutory.

Section 5 Access to MISMO Websites and Infrastructure.

(a) MISMO grants PRIA a license to use MISMO's Version Control Tools and other necessary infrastructure to maintain the PRIA Standards on one or more of the MISMO Systems. MISMO will provide two (2) PRIA designated persons access to the MISMO Version Control Tools and Other Infrastructure, and PRIA agrees to comply with MISMO's instructions relating to access to the Version Control Tools and Other Infrastructure including, but not limited to, the following: PRIA will not (nor will PRIA aid or abet any third party to):

1. upload, post, e-mail or otherwise transmit to the MISMO Website any material that is:

- (i) confidential or proprietary to PRIA or any other person or entity, or that PRIA does not have the right to disclose generally to the public;
 - (ii) unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, defamatory, hateful or invasive of the rights of any other person or entity;
 - (iii) likely to infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual-property right of any other person or entity; or,
 - (iv) a virus, worm or Trojan horse, or any other computer code that is likely to disrupt, overload, harm or impair the functioning of the MISMO Website or any other website;
2. attempt to impersonate any other person, or otherwise misrepresent PRIA's Identity, or the identity of PRIA's authorized representatives, their qualifications, affiliations or any other information about PRIA or its members;
 3. solicit other users or post any advertisement without MISMO's express written consent;
 4. attempt to disrupt, overload, harm or impair the functioning of the MISMO Website or any other website; or,
 5. engage in any conduct that is unlawful, disruptive or otherwise inappropriate.

Section 6. Acknowledgment.

(a) PRIA acknowledges and agrees that MISMO cannot guarantee the completion of the MISMO Modifications or their issuance, if completed, as a part of a MISMO Standard and that creation of the MISMO Modifications and incorporation of all or part of a PRIA Standard into a MISMO Standard is subject to the agreement of the participants in MISMO pursuant to the PAPs.

(b) MISMO acknowledges and agrees that PRIA cannot guarantee the completion of the PRIA Modifications or their issuance, if completed, as a part of a PRIA Standard and that creation of the PRIA Modifications and incorporation of all or part of a MISMO Standard into a PRIA Standard is subject to the agreement of the participants in PRIA pursuant to PRIA's controlling rules..

Section 7: Trademarks

(a) PRIA grants MISMO for the term of this Agreement a limited, non-exclusive, revocable, non-transferable, non-sublicensable license in all media to use the name and marks of PRIA set forth in Exhibit B ("PRIA's Marks) in connection with MISMO's promotion of MISMO and the MISMO Standards relating to the MISMO Standards using the PRIA Standards. MISMO shall submit to PRIA any instance of MISMO's intended

use of PRIAs Marks for PRIA's advance review and approval, which PRIA will not unreasonably withhold.

(b) MISMO grants PRIA for the term of this Agreement a limited, non-exclusive, revocable, non-transferable, non-sublicensable license in all media to use the name and marks of MISMO set forth in Exhibit B ("MISMO's Marks) in connection with PRIA's promotion of PRIA and the PRIA Standards using the commercial and residential MISMO Standards. PRIA shall submit to MISMO any instance of PRIA's intended use of MISMO's Marks for MISMO's advance review and approval, which MISMO will not unreasonably withhold.

Section 8: Term and Termination

(a) **Term.** This Agreement shall become effective as of the date first provided above and shall remain in effect through the last day of the 12th month after the effective date. It shall thereafter renew for additional one-year terms unless earlier terminated as provided herein.

(b) **Termination.** Either Party may terminate this Agreement without cause by providing at least thirty (30) days prior written notice to the other Party.

(c) **Effect of Termination.**

1. Upon termination of this Agreement, except as provided for herein, the obligations of the parties to each other shall cease, including respective trademark licenses. Notwithstanding termination of this Agreement, the Licenses granted in Section 4 of this Agreement shall survive termination of this Agreement in accordance with their terms.

2. As of the effective date of the termination, the PRIA Representative to the Core Data Work Group of MISMO shall relinquish his or her position. The Parties expressly agree that any previously released MISMO or PRIA Standard incorporating a standard of the other party, in whole or in part, will remain available for public use.

Section 9: Miscellaneous

(a) **Status of Parties.** The Parties agree that this Agreement does not create any agency, joint venture or partnership between the Parties. Neither Party will create or impose any obligations or responsibility, express or implied, or make any promises, representations or warranties on behalf of the other Party, other than as expressly provided herein.

(b) **Governing Law.** If either Party has a grievance under this Agreement, the Agreement will be governed by and construed in accordance with the laws of the jurisdiction in which the defending Party has its principal place of business without regard to their choice of law provisions.

(c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall continue one

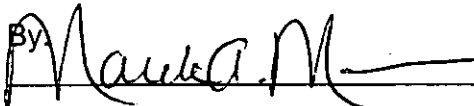
IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

PRIA:

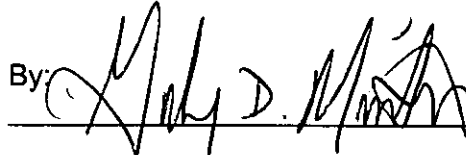
Public Records Industry Association,
A Delaware Non-Profit Association

MISMO:

Mortgage Industry Standards Maintenance
Organization,
A Delaware Non-Profit Association

By:  (SEAL)

Name: MARK A. MORAVELLI
Title: PRIA President

By:  (SEAL)

Name: Gabe D. Minton
Title: EVP