

## ICE MT MARKETPLACE PARTNER PORTAL TERMS AND CONDITIONS

The following additional terms (the “T&Cs”) govern your (“you,” “your,” or “Partner”) access to, and use of, the ICE Mortgage Technology, Inc. (“ICE MT”, formerly Ellie Mae, Inc.) Marketplace (the “Marketplace”) Partner Portal (the “Portal”). The Marketplace allows Partner to promote its Encompass integrated solution (the “Partner Solution”) to ICE MT’s customers by uploading Partner’s corporate logo or solution profile and content developed by Partner to the Portal (the “Partner Content”).

**1.1 Primary Agreement.** Access to the Portal requires an active licensing agreement with ICE MT (the “Agreement”), the terms of which shall govern Partner’s use of the Portal, as applicable and as supplemented by these T&Cs. In the event the Agreement terminates for any reason and a replacement licensing agreement is not executed by the parties, Partner’s access to the Portal will immediately terminate. In the event of conflict between the terms of the Agreement and these T&Cs, the terms of these T&Cs will control.

**1.2 Leads.** The Marketplace will be available to active customers of ICE MT (each a “Customer”). If a Customer elects to provide its contact information to Partner via the Marketplace and provides ICE MT the appropriate express consent, ICE MT shall use its commercially reasonable efforts to transmit Customer’s contact information to Partner (a “Lead”) in a manner consistent with the terms of Customer’s consent. Partner agrees to (i) promptly review and contact any Lead, consistent with the consent provided by the Customer; (ii) comply with all applicable law, including the CAN-SPAM Act and the Telephone Consumer Protection Act, when contacting a Lead, the compliance of which is Partner’s sole responsibility; and (iii) utilize Lead information solely for the purposes of promoting the Partner Solution to the applicable Customer. Partner is solely responsible for contracting with a Customer in connection with the Partner Solution.

**1.3 No Additional Fees.** No additional fees shall be due to ICE MT for access to the Portal. Partner may incur additional fees pursuant to the Agreement in the event of increased Partner Solution utilization by Customers in connection with the Marketplace and Partner’s receipt of Leads.

**1.4 Login Credentials.** Partner’s active Encompass credentials will grant access to the Portal. If you do not have access to such credentials, please contact your ICE MT account manager for assistance.

**1.5 Partner Content.** Partner is solely responsible for the Partner Content, provided that ICE MT may review and reject any Partner Content before it is made available in the Marketplace. Partner will use its best efforts to ensure the accuracy of the Partner Content, and to review and update the Partner Content on a periodic basis as necessary to maintain the accuracy of the Partner Content. Partner and/or Partner Content may not (i) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (ii) publish, post, distribute, or disseminate any defamatory, infringing, obscene, indecent, misleading or unlawful material or information; (iii) upload or attach files that contain software or other materials protected by intellectual property laws (or by rights of privacy publicity) unless you own or control the rights thereto or have received all necessary consents; (iv) upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer; or (v) falsify the origin or source of software or other material contained in a file that is uploaded.

**1.6 Limited License; No Ownership Conveyed.** Partner shall retain all rights of ownership over the Partner Content and Partner Solution, and ICE MT shall retain all rights of ownership over the Marketplace and the Portal. Partner hereby grants to ICE MT a limited, non-exclusive, revocable, royalty-free license to the Partner Content, for the purposes set forth in these T&Cs. ICE MT will not modify the Partner Content in any way, except for minimal format and/or category selection changes as may be necessary to improve the user interface of the Marketplace. ICE MT may remove the Partner Content in its entirety at any time, and for any reason, with or without notice to Partner. ICE MT has no obligation to retain or back-up the Partner Content. All rights not expressly granted to Partner in these T&Cs are reserved by ICE MT. No additional rights (including any implied licenses) are granted by implication, estoppel, or otherwise to Partner.

**1.7 ICE MT DISCLAIMER OF WARRANTIES.** ICE MT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MARKETPLACE AND PORTAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A

PARTICULAR PURPOSE, EVEN IF ICE MT HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF ICE MT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF ICE MT AS EXPRESSLY SET FORTH HEREIN. ICE MT IS NOT RESPONSIBLE FOR ANY FAILURE OF THE PARTNER SOLUTION TO PROPERLY PERFORM. PARTNER IS SOLELY RESPONSIBLE FOR THE OPERATION AND BUSINESS RELATED TO THE PARTNER SOLUTION.

**1.8 Partner Indemnification.** Partner shall defend, indemnify and hold harmless ICE MT, its officers, directors, employees, shareholders, and representatives, from and against all claims, losses, causes of action, liability, damages, costs and expenses (including reasonable attorneys' fees, costs and expenses) incurred in connection with any claim brought by a third party and relating to, arising from, or in connection with: (a) Partner's breach or violation of state or federal banking, lending, securities laws and regulations, privacy or consumer protection laws and regulations, or other applicable state and federal laws and regulations; (b) Partner's collection, use, or distribution of information or data provided to Partner from Customers via the Marketplace; (c) Partner's violation of any third party's rights, including infringement of any copyright, violation of any proprietary right, or invasion of any privacy rights; or (d) any of the Partner Solution; provided that, in any such case ICE MT promptly notifies Partner of such claims, permits Partner to control the defense of such claims, and provides Partner all reasonably available information and assistance at Partner's expense.

**1.9 Additional Terms.** <https://icemortgagetechnology.com/privacy-policy> and <https://icemortgagetechnology.com/terms-of-use> are each incorporated to these T&Cs.