Policy and Procedures Plan Templates
License Agreement

These versions of Policy and Procedures Plan Templates and, if applicable, the Ellie Mae Modifications (collectively, the “Ellie Mae Material”), as evidenced on the attached Cover Page to the Policy and Procedures Plan Templates License Agreement, (the “Cover Page”), are licensed by Ellie Mae, Inc., a Delaware corporation, which operates the AllRegs brand (“Ellie Mae”) to you (“Licensee”). This transaction is a license, not a sale, of the Ellie Mae Material.

The term “Licensee” refers to the “Company” identified on the Cover Page. The term “Cover Page” refers to the Cover Page to the Policy and Procedures Plan Templates License Agreement to which this Agreement is linked by hypertext link, as referenced and incorporated therein, and any other schedules or exhibits incorporated therein by reference. The Cover Page is incorporated herein by reference and deemed to be a part of this Agreement. The Licensee shall be responsible for ensuring adherence to, and for any breach of, the terms and conditions of this Agreement by each employee, agent, and contractor of Licensee.

Ellie Mae and Licensee are sometimes individually referred to herein as a “Party” and collectively as the “Parties”. Certain capitalized terms used herein shall have the meanings ascribed to such terms on the Cover Page.

Please read this Agreement carefully. By clicking “accept and agree” next to the reference to this Agreement on the Cover Page, Licensee is agreeing to be bound by the terms and conditions of this Agreement. As the individual submitting the Cover Page and clicking “accept and agree” to the Agreement, you represent and warrant that you have the power and authority to bind Licensee to the terms of this Agreement. This Agreement is effective as of the date the Cover Page is submitted to Ellie Mae.

1. Grant of License. In consideration of the license fee paid by Licensee and subject to the terms and conditions contained in this Agreement, Ellie Mae grants to Licensee a non-exclusive, non-transferable license to (i) create printed and electronic material derived from and/or incorporating the text of the Ellie Mae Material (collectively, the “Derivatives”); (ii) reproduce the Derivatives in paper and electronic form internally within Licensee’s organization and externally in accordance with the requirements of the Ellie Mae Material, regulation, law and this Agreement; (iii) to load the Derivatives on, and access the Derivatives through, Licensee’s secure local-area network, wide-area network and/or intranet system, and through a secure, password protected website; (iv) use and provide access to the Derivatives to employees and business partners of Licensee; and (v) use the Derivatives for Licensee’s internal business purposes only and externally in accordance with the requirements of the Ellie Mae Material, regulation, law and this Agreement.
2. **Scope of Permitted Use.**

2.1. **General Restrictions on Use.**

2.1.1. Licensee acknowledges that the Ellie Mae Material contains the proprietary works of Ellie Mae. Licensee agrees that, unless required by regulation or law, it shall not knowingly or willfully take any action which would cause or permit the Ellie Mae Material or any portion thereof to enter the public domain. Except as required pursuant to the Ellie Mae Material or law or regulation, Licensee will not allow the Ellie Mae Material or the Derivatives to be disclosed, copied by, distributed, published, conveyed or otherwise transferred to any other person or entity outside of Licensee without the prior written approval of Ellie Mae. Notwithstanding the foregoing sentence, Licensee may make the Derivatives available to Licensee’s business partners so long as any such business partner accesses the Derivatives solely for the purpose of engaging in business activities with Licensee and in no event shall any such business partner otherwise use, copy, distribute, publish, convey, or transfer the Derivatives. Licensee agrees that it will obtain and maintain sole ownership of Licensee’s contributions to the Derivatives and that it will not license, assign or otherwise transfer those contributions to any third party without the prior written approval of Ellie Mae.

2.1.2. Licensee agrees that it shall use the Ellie Mae Material and the Derivatives for their intended purpose and shall not use the Ellie Mae Material or the Derivatives for any purpose other than as specifically described in this Agreement.

2.1.3. Licensee shall be responsible for its employees’ and business partners’ compliance with the terms of this Agreement.

2.2. **Intranet and Internet Restrictions.** Licensee may load the Derivatives on Licensee’s secure, password-protected intranet system; Licensee may permit access to the Derivatives through Licensee’s secure password-protected intranet system, including access through the Internet or other external remote access system, provided that such access is limited by password or other authentication features to Licensee’s employees. Licensee may also load and make the Derivatives available on Licensee’s Internet website, so long as access to the Derivatives is limited by password or other authentication features. The Derivatives shall not otherwise be loaded on or accessed through a service bureau or a network accessible through the Internet or any other external remote access system without the prior written consent of Ellie Mae.

2.3. **Derivative Works and Copies.**

2.3.1. Licensee shall have the right to make as many copies of the Derivatives and to transmit over Licensee’s intranet system as many copies of the Derivatives as Licensee deems reasonably necessary for its use as described in and limited by this Agreement, provided that any copy made or transmitted must include the same copyright and other proprietary notices as specified in Section 8 (Proprietary Markings) herein. Licensee acknowledges that the header and footer of the Ellie Mae Materials are locked and password-protected and shall not be modified or removed from the Derivatives without Ellie Mae’s prior written consent. Licensee agrees to make copies of the Ellie Mae Material only to the extent necessary to create the Derivatives or to provide to affiliates or third parties as required by the subject regulations;
except as provided herein, Licensee agrees to not make copies of the Ellie Mae Material in any form for any other purpose.

2.3.2. Licensee may create and store a backup copy of the Derivatives, provided that any copy made for backup purposes must include the same copyright and other proprietary notices as specified herein.

2.4. **Ellie Mae’s Right to Review.** Ellie Mae shall have the right, but not the obligation, to review the Derivatives created by Licensee in order to verify compliance with this Agreement, including but not limited to, compliance with Section 8 (Proprietary Markings).

2.5. **Reservation of Rights.** All rights not expressly granted or reserved to Licensee hereunder are reserved to Ellie Mae.

3. **“Make it Mine” Customization.** The following Section 3 applies only to the extent Licensee has purchased the “Make it Mine” customization feature.

3.1. **Ellie Mae Modifications.** Ellie Mae shall prepare a customized version of the applicable Policy and Procedures Plan Templates that incorporates Licensee input and information received by Ellie Mae from Licensee (the “Ellie Mae Modifications”). The Ellie Mae Modifications shall be part of the “Ellie Mae Material” for all purposes of this Agreement and Ellie Mae shall retain all ownership rights to the Ellie Mae Modifications with the exception of any of Licensee’s Confidential Information included in such Ellie Mae Modifications.

3.2. **Cooperation.** Licensee shall promptly provide to Ellie Mae such assistance, cooperation, and information as Ellie Mae may deem necessary to the satisfactory and timely creation of the Ellie Mae Modifications.

3.3. **Confidential Information.** “Confidential Information” shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party’s lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law. Each party agrees to hold the other’s Confidential Information in confidence, and not to use or disclose such Confidential Information other than in connection with performance of obligations hereunder.

4. **Injunctive Relief.** It is understood and agreed that any breach of any non-monetary terms of this Agreement or failure to return property lawfully belonging to Ellie Mae by Licensee will cause Ellie Mae irreparable harm for which Ellie Mae lacks an adequate remedy at law. In the event of any such non-monetary breach or failure by Licensee, Ellie Mae shall be entitled to injunctive relief as a non-exclusive remedy for such non-monetary breach or failure. Nothing contained in this paragraph shall act as a limitation on Ellie Mae’s right to damages for any breach or failure committed by Licensee.

5. **Intellectual Property Ownership.** All right, title and interest in and to the Ellie Mae Material, including, but not limited to, copyrights and trademarks therein, are the exclusive
property of Ellie Mae. All right, title and interest in and to the contributions of Licensee to the Derivatives, including, without limitation, all copyrights and trademarks, shall be the exclusive property of Licensee. The Parties do not intend to create a joint work, as that term is defined under the Copyright Act, 17 USC § 101. Each Party's contributions to the Derivatives are owned separately by them and neither shall have any interest in or to the other's works except as described in this Agreement.

6. **Territory.** The territory for the license granted hereunder is the countries which have adopted and continue to adhere to the Universal Copyright Convention, the Berne Convention and revisions thereto.

7. **Fees.**

   7.1. **License Fee.** In consideration of the rights granted to Licensee hereunder, Licensee has paid, or shall pay to Ellie Mae upon receipt of Ellie Mae’s invoice, the license fee in the amount of the price indicated on Ellie Mae’s website for the Ellie Mae Material on the date Licensee submits the Cover Page to Ellie Mae or, if applicable, in the amount quoted to Licensee by an Ellie Mae sales representative.

   7.2. **Taxes.** In addition to the charges due under this Agreement, Licensee agrees to pay amounts equal to any taxes and/or customs duties (other than income taxes payable by Ellie Mae) resulting from this Agreement or any activities hereunder.

8. **Proprietary Markings.**

   8.1. **Copyright Notice.** Subject to Section 8.2, Licensee shall include the following copyright and proprietary notice on all Derivatives and copies of the Ellie Mae Material:

   Copyright © 2009-2014 Ellie Mae, Inc. ALL RIGHTS RESERVED. Without the prior written permission of Ellie Mae, no part of this work may be used, reproduced or transmitted in any form or by any means, by or to any party outside of [INSERT LICENSEE’S NAME].

   The year the applicable Derivative is created shall be included in the copyright notice above. For example, if the Derivative is created in 2012, the year of publication in the copyright notice shall read Copyright © 2009 – 2012.

   8.2. **Customized Work.** Section 8.1 shall not apply to the extent that Licensee has purchased the “Make it Mine” customization feature and Ellie Mae has provided Ellie Mae Modifications for Licensee to include in the Derivatives. Licensee shall include the following copyright and proprietary notice on all such Derivatives and copies of the Ellie Mae Material:

   Copyright © 2009 [-____][INSERT LICENSEE’S NAME] and its licensor. ALL RIGHTS RESERVED. Without the prior written permission of [INSERT LICENSEE’S NAME] and its licensor, no part of this work may be used, reproduced or transmitted in any form or by any means, by or to any party outside of [INSERT LICENSEE’S NAME].
The year the applicable Derivative is created shall be included in the copyright notice above. For example, if the Derivative is created in 2012, the year of publication in the copyright notice shall read Copyright © 2009 – 2012.


9.1. **Ellie Mae’s Right to Terminate.** Ellie Mae shall have the right to terminate this Agreement for any material breach of this Agreement not cured within fifteen (15) days after written notice from Ellie Mae.

9.2. **Licensee’s Right to Terminate.** Licensee shall have the right to terminate this Agreement for any reason at any time effective thirty (30) days after written notice to Ellie Mae. Such notice must be accompanied by written verification, executed by a corporate officer, that all Ellie Mae Material and Derivatives are (i) no longer being used by Licensee and (ii) have been destroyed in accordance with this Agreement.

9.3. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, all licenses granted shall terminate and Licensee shall promptly cease use of the Ellie Mae Material and the Derivatives and shall destroy all existing copies of the Ellie Mae Material and the Derivatives. Licensee may retain one copy of the Derivatives for archival purposes only. No other use of the Ellie Mae Material or Derivatives after termination of this Agreement is permitted.

10. **Representations and Warranties.**

10.1. **General.** Each Party represents and warrants that (a) it has the right and is free to enter into this Agreement, to grant the rights herein granted and to fully perform its obligations hereunder and (b) it has not and will not enter into any agreement that will conflict with this Agreement.

10.2. **By Licensee.** The Ellie Mae Material is not intended to provide legal or other professional advice and should not be relied upon as such. Before using or acting upon any Ellie Mae Material, you are advised to seek the advice of your attorney or other appropriate professional to determine: (1) if the Ellie Mae Material applies to your particular circumstances, and (2) the sufficiency of the Ellie Mae Material for your unique legal or other needs. Licensee represents and warrants that Licensee will not use the Ellie Mae Material or the Derivatives to give advice or consultation to any third party. Licensee further represents and warrants that any information, data or material furnished by the Licensee to Ellie Mae and used by Ellie Mae in connection with the creation of the Ellie Mae Modifications, if applicable, shall not infringe upon any copyright, trademark, patent or other intellectual property right of any third party.

Licensee has the unrestricted right, and the individual submitting the Cover Page and clicking “accept and agree” to the Agreement has the power and authority on behalf of the Licensee, to enter into this Agreement and to grant the rights to Ellie Mae set forth herein.

10.3. **Disclaimer.** ELLIE MAE DOES NOT WARRANT THE RESULTS TO BE OBTAINED FROM THE USE OF THE ELLIE MAE MATERIAL. THE ELLIE MAE MATERIAL ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE
SPECIFICALLY EXCLUDED AND DISCLAIMED. LICENSEE AGREES THAT THE ENTIRE RISK AS TO THE QUALITY OR ACCURACY OF THE ELLIE MAE MATERIAL IS ASSUMED SOLELY BY LICENSEE.

11. Indemnification. Each Party agrees to indemnify and hold the other and its officers, directors, agents and employees harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including legal fees) occasioned by or arising out of breach or claimed breach by the indemnifying Party of any of its representations and warranties made hereunder.

12. Limitation of Liability. In no event will either Party be liable for any lost profits, business interruption, loss of information, or any other indirect, consequential or incidental damages arising out of the use or inability to use the Derivatives or the Ellie Mae Material, or for any claim by any other party for such damages. In no event shall Ellie Mae’s liability to Licensee exceed the amount of fees paid by Licensee to Ellie Mae under this Agreement for the twelve months prior to the date the cause of action arose.


13.1. Compliance. Each Party agrees to comply with all applicable federal, state and local laws and regulations.

13.2. Relationship of the Parties. The relationship of the Parties under this Agreement is and at all times shall remain that of independent contractors. Nothing in this Agreement will be construed to create a joint venture, partnership, employment or agency relationship between Licensee and Ellie Mae. Neither Party will have the right or the authority to assume, create or incur any liability or obligation against or in the name of or on behalf of the other. This Agreement will not be deemed to make either Party a surety for or guarantor of the other's obligations and/or liabilities.

13.3. Assignment. Licensee shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of Ellie Mae, which consent shall not be unreasonably withheld. Any attempt by Licensee to assign the rights granted under this Agreement in violation of the terms of this Agreement shall immediately terminate the license granted under this Agreement.

13.4. Governing Law. This Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will have jurisdiction and venue in the Federal District Court in San Francisco, California. The Parties consent and submit themselves to the personal jurisdiction of said courts for all such purposes.

13.5. Construction. Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.
13.6. **Non-Waiver and Cumulation of Remedies.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity will not constitute a waiver of such provision, right, or remedy, or affect the validity of this Agreement. The waiver of any default by either Party will not be deemed a continuing waiver. Except as expressly provided herein, all remedies available to either Party for breach of this Agreement or at law or in equity are cumulative and may be exercised concurrently or separately.

13.7. **Binding Agreement.** This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto.

13.8. **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior understandings and agreements between the Parties regarding the same subject matter. This Agreement may not be modified or amended except by a writing signed by both Parties.

13.9. **Survival of Terms.** Those provisions of this Agreement that, by their sense and context, are intended by the Parties to survive the completion of performance and the termination of this Agreement shall so survive.