

**Exhibit Warranty
Wolters Kluwer Financial Services
2021 Limited Compliance Warranty for
Lending, Deposit, and Retirement Plan Documents**

Our warranty

Except as provided below, Wolters Kluwer Financial Services warrants that each Covered Document complies with all federal and state laws and regulations and all requirements of the Small Business Administration, Fannie Mae, Freddie Mac, Ginnie Mae, HUD and VA (collectively, "Agency Requirements") in effect when the Covered Document is produced. Our warranty does not cover any federal or state laws or regulations specifically related to finance companies, state community development corporations, industrial loan companies, licensed lenders, payday lenders or other non-depository institutions. Our warranty applies to the extent, in each case, that such laws and Agency Requirements apply generally to use of the Covered Document when (1) used in accordance with WKFS' instructions and (2) in a transaction of the type for which WKFS recommends and intends the use of the Covered Document.

What documents we cover

The WKFS warranty covers, except as provided below, each document authored by WKFS for use in a financial transaction and (1) sold or licensed to you by WKFS or an authorized reseller or distributor in paper or electronic format or (2) generated using software prepared and licensed by WKFS, to the extent that such document or software has not been replaced, corrected, updated or otherwise superseded by a more recent version ("Covered Document"). As to documents produced by WKFS software or a WKFS-hosted residential mortgage content platform, this warranty coverage includes document selection and packaging, data mapping, and calculations performed by WKFS.

When a document is produced

The WKFS warranty pertains to compliance with laws in effect when a Covered Document is produced, which means (1) as to a Covered Document in paper format, when sold to you by WKFS, (2) as to a Covered Document in electronic format, when made available to you directly or to your system provider according to the end user license agreement with WKFS, and (3) as to a Covered Document generated using software licensed to you by WKFS, when the software or any update is made available to you or to your system provider.

Who we pay

WKFS will pay you provided that you (1) purchased or licensed the Covered Document in question, (2) licensed the software that generated the Covered Document in question or (3) are a named assignee in a Covered Document referred to in clause (1) or clause (2) of this paragraph.

What we pay

Except as provided below, WKFS will pay up to ONE MILLION DOLLARS (\$1,000,000) per Year (see definition of "Year" below in Term and Renewal Section) of your Actual Loss caused by the failure of any Covered Document to comply with applicable federal and state laws and regulations and Agency Requirements in effect when the Covered Document is produced (a "Compliance Failure"). This is the amount we will cover for all Compliance Failures per Year of (1) amounts you are unable to collect from or are required to pay to your customers and penalties you are required to pay to governmental entities, in each case whether as a result of or in connection with litigation, enforcement actions, or out of court settlements with customers or other persons or entities, so long as any settlement is mutually agreed between you and WKFS and (2) court costs and reasonable attorney fees you are required to pay to defend claims against you ("your Actual Loss").

Limits on what we pay

The ONE MILLION DOLLARS (\$1,000,000) per Year limit referred to above is for all claims of Compliance Failure that you assert by written notice to WKFS during the Year in question, regardless of when your claims are finally resolved or paid. There is also an aggregate limit for all customers of WKFS of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) per occurrence of a common Compliance Failure. Finally, there is an annual aggregate limit for all customers of WKFS of TWENTY MILLION DOLLARS (\$20,000,000) per Year as to all customer claims of Compliance Failure asserted by written notice to WKFS during the Year in question, regardless of when such claims are finally resolved or paid.

What we do not pay

WKFS will not pay simply because you are sued and a Covered Document is involved. Litigation is unfortunately commonplace in our society and we will only pay if there is in fact a Compliance Failure. Specifically, WKFS will not pay any Compliance Failure claim until (a) WKFS is satisfied, based on its own investigation or the final order of a court of

competent jurisdiction, that a Compliance Failure has occurred and that you have suffered Actual Loss in the amount claimed, or (b) you and WKFS mutually agree to a settlement with customers or other person or entities.

WKFS will not pay if you do not notify WKFS on a timely basis, if you do not use the Covered Document in accordance with WKFS' instructions, if the document or instrument is not a Covered Document, or for any deletion, addition or other modification made to a Covered Document by you or at your instruction that causes or results in a Compliance Failure. In more detail, this means that WKFS' Compliance Warranty does not extend to the following:

- a) As to Covered Documents for retirement plans, such as individual retirement accounts, simplified employee pension plans, Coverdell Education Savings Accounts, SIMPLE IRAs and Health Savings Accounts (HSAs), any Compliance Failure claim based on laws and regulations other than Federal tax laws governing retirement plans;
- b) Any Compliance Failure claim of which WKFS is not properly notified, as described in the "How to Claim" section below;
- c) Any Compliance Failure claim based on the text of a model document produced, provided, recommended or required by a governmental agency or Government Sponsored Entity (such as the Federal Reserve Board, the Internal Revenue Service, the Small Business Administration, or the Federal National Mortgage Association), whether as an industry standard or otherwise unless the Compliance Failure results from the failure of WKFS to accurately produce the document in the required format;
- d) Any failure by you to file or record any document as appropriate, or to otherwise perfect a security interest, lien, or other property interest;
- e) Any criminal or fraudulent act or any award of consequential, incidental, multiple, punitive or other special damages (whether awarded to you or your customer);
- f) Any violation of federal or state deceptive practices acts, unless a Compliance Failure in a Covered Document used by you is the sole cause of such violation;
- g) Any violation by you of an unauthorized practice of law statute, rule, or regulation;
- h) Any decision by you, including the determination of the non-creditworthiness of any person or entity;
- i) Any Compliance Failure claim made if the extension of credit or loan was, at the time, in excess of your legal lending limit or beyond your authority;
- j) Any Compliance Failure claim made by any entity not a party to your license agreement with WKFS or by any governmental entity (including but not limited to the Federal Deposit Insurance Corporation, Office of the Comptroller of the Currency, Federal Reserve Board of Governors, or the Consumer Financial Protection Bureau) in its own name or in your name or on your behalf, or by any receiver, trustee or liquidator, when such entity has closed, placed into receivership, assisted or arranged a merger of, or otherwise taken control of, you;
- k) Any Compliance Failure claim that arises from or is related to any of the following:
 - 1) Any additional provision or other language added to a document produced by WKFS, any deletion of any language from a standard WKFS document, or any customized language or programming prepared by WKFS, by you or by any third party, including any interface programming, screen programming, source code modification, data entry or the like that impacts the operation of the program or the language of the documents from that of the standard WKFS program or documents, or any change in formatting that causes or results in a Compliance Failure;
 - 2) Any documentation, form or agreement not produced by WKFS, its software, or pursuant to a license issued by WKFS;
 - 3) Any matter subject to a warning included with the screens or any checklist report produced by WKFS software, unless the warning contains instructions for removing or solving the issue and those instructions have been complied with fully;
 - 4) Any failure to follow the 'Help' prompts, any manual, any release notes, directions, instructions or other documentation supplied by WKFS for its software or documents;
 - 5) If WKFS revises a Covered Document and develops a change notice or other method by which you could apply the revisions to preexisting customers or accounts, and you fail to use the WKFS change notice or method, any loss resulting from your failure to do so;
 - 6) Any violation of federal or state usury laws, the use of any interest accrual or prepayment rebate method, or any violation of state credit insurance laws or regulations;
 - 7) Any export or import of interest from one jurisdiction to another;
 - 8) Any yield spread premiums or any similar payment of fees by you to another;
 - 9) Any conditional delivery retail installment sales transactions;
 - 10) Any bounced check protection or overdraft protection (as distinguished from overdraft lines of credit or linked accounts);
 - 11) Any failure of a calculations engine that is not provided by WKFS;

- 12) Any failure of a system provider to properly implement and maintain established WKFS compliance validation, which results in the system provider's failure to properly maintain data mapping to a software solution provided by WKFS;
 - 13) Any failure of a system provider to update its systems to incorporate updates provided to it by WKFS;
 - 14) Your use of any Covered Document that WKFS provides to you in any language other than English, unless the Covered Document is based on specific regulatory-required non-English text, in which case WKFS warrants that the Covered Document is consistent with the specific regulatory-required text;
 - 15) Your use of any Covered Document read aloud using a screen reader to the extent the Compliance Failure arose from use of the screen reader;
 - 16) Compliance with federal or state laws or regulations specifically related to finance companies, state community development corporations, industrial loan companies, licensed lenders, payday lenders or other non-depository institutions.
- l) Any loss you sustain as a result of (1) your alleged promise, representation, statement, course of dealing or similar conduct made to your customer that contradicts the language or calculations of a Covered Document, (2) any additional document you used in connection with a transaction that was not a Covered Document, or (3) you or a customer providing or entering any information that is incomplete, inappropriate or inaccurate, or failing to provide or to enter necessary information, or (4) any selection, election, choice or policy decision you make in setting up a system, software application or other WKFS product;
 - m) Any loss you sustain in a transaction as a result of your customer (e.g., borrower or depositor) or prospective customer accessing any Covered Document, WKFS software or image produced by WKFS software via any electronic medium, including, but not limited to, telephone key pad, modem, internet, intranet, extranet, world wide web, Automated Teller Machine (ATM) or the like;
 - n) Any loss you sustain in a transaction as a result of using an electronic signature;
 - o) Any claim you make based upon a Compliance Failure known to you when you used the Covered Document in question in a transaction (and, upon your receipt of notice of the availability of an updated version of any Covered Document or WKFS software, you will be considered to have knowledge of any Compliance Failure in previous versions of such Covered Document);
 - p) Any Compliance Failure claim you make during a period in which you are 120 days or more in arrears on any of your obligations to WKFS or based upon a document produced during a period in which you are 120 days or more in arrears on any of your obligations to WKFS;
 - q) Any Compliance Failure claim you make if your WKFS software has been operated by more users than you are licensed for or otherwise beyond the scope or in violation of your license agreement, or if you have violated any copyright held by WKFS, or if you have violated any confidentiality or secrecy agreement between you and WKFS;
 - r) Any alleged Compliance Failure that is finally determined by a court of competent jurisdiction not to have been a Compliance Failure in fact.

How to claim

You must send us a letter by registered or certified mail, or courier notifying us of your Compliance Failure claim, describing in reasonable detail what you believe is wrong and the Actual Loss that you suffer or expect to suffer. Send it to Wolters Kluwer Financial Services, Inc., attention: General Counsel. If the claim is related to a WKFS integrated product, you may be required to include a transaction validation report with your Compliance Failure claim. We must receive the notice while this warranty is in effect, before you agree to pay or forego collection of any money, and before the earlier of (a) 30 days from when you first know of a Compliance Failure or (b) at least 10 days before you are required to respond in any judicial, arbitral, administrative or other governmental or quasi-governmental proceeding. Please let us know orally as soon as possible so we can start to address the problem, but remember that timely written notice is required. You must cooperate with WKFS in its investigation and resolution of any Compliance Failure claim. If a problem is one that can be solved or damages reduced by sending a cure notice or taking other mitigating steps under applicable law, you agree to cooperate with WKFS in sending the notices or taking those steps.

WKFS' right to suspend warranty

WKFS reserves the right to suspend this warranty, in whole or in part, in the event that a system provider either fails to properly implement and maintain established WKFS compliance validation or fails to update its systems to incorporate updates provided to it by WKFS. WKFS may exercise its right to suspend this warranty by providing you with notice, delivered by mail, courier, facsimile, electronic mail, or any other commercially reasonable manner.

Disclaimer of all other warranties

This warranty and remedy, plus, if you are a licensee of WKFS software, the limited warranties and remedies provided in your WKFS software license agreement or product agreement, are your exclusive remedies for any defect in WKFS documents or software.

THESE WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF WKFS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of liability

WKFS IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES.

Applicable law and venue

This warranty is governed by the internal laws of New York, without regard to the conflict of laws or choice of law rules of New York or any other state. The exclusive venue for any lawsuit relating to this warranty filed by you against WKFS will be a state or federal court situated within Borough of Manhattan, New York, New York.

Term and Renewal

For the purposes of this warranty, "Year" is defined as the period December 31 of a calendar year through the following December 30. The term of this warranty is December 31, 2020, through December 30, 2021. This warranty shall automatically renew upon the commencement of each successive Year following December 30, 2021, unless you are notified in writing sent at least 60 days prior to the end of a Year that this warranty will terminate or be modified as of the end of that Year. If you have provided WKFS an email address or fax number as part of any agreement between you and WKFS, WKFS may send such notice electronically to that email address or fax number and fulfill the requirement that this notice be "in writing".

Legal Counsel

The following notice is required by law: **WKFS PRODUCTS AND SERVICES ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.**