

GovGex_User_Agreement

Government Guaranteed Loan Exchange™, Small Business Loan Exchange™, and ScoreEdge™ User Agreement

This agreement ("Agreement") between BoeFly, Inc. ("BoeFly," "Our," or "We") and You ("User," "Lender," "Your," or "You") provides for the use of the Government Guaranteed Loan Exchange ("GovGex"), the Small Business Loan Exchange ("LX") (collectively: "The Exchanges"), and the ScoreEdge Small Business Credit Score ("ScoreEdge"). All Your uses of The Exchanges and ScoreEdge are subject to the terms of this User Agreement. BoeFly reserves the right to terminate Your access to The Exchanges and ScoreEdge and to modify the products without notice. ScoreEdge is a predictive model; developed and owned by BoeFly, which evaluates the likelihood a prospective small business loan ("Deal") will perform as committed based on information available at loan application time. LX is an internet-based system, developed and owned by BoeFly, which allows Users ("Posters") with Deals they do not intend to fund to make such Deals available, on a commission or referral-fee basis, to other Users ("Browsers") who seek to potentially fund such Deals. GovGex is an internet-based system, developed and owned by BoeFly, which allows Users ("Sellers") who own government guaranteed loans to make available the government guaranteed portion ("GGP") of those loans to other Users ("Buyers") who seek to potentially acquire such GGPs. Each Deal and GGP Posted to the Exchanges may, at our discretion, generate a ScoreEdge score or other analysis.

User Acknowledgements

1. All Users of The Exchanges

When You use The Exchanges in any capacity, You agree that: (a) The Exchanges are web based platforms provided by BoeFly as a software service; (b) You are provided with a license to use The Exchanges as a service that provides a forum for Users to access other User's data directly for the purpose of generating a ScoreEdge score, Posting Deals, Posting GGPs, Browsing Deals, Browsing GGPs, analyzing, submitting proposals and processing information; (c) BoeFly is not acting as an agent, advisor, consultant, broker or lender and no employee of BoeFly is acting as an agent, advisor, consultant, broker or lender in any BoeFly related company transaction; (d) You will not attempt to modify the online software service in any unlicensed manner, (e) You will preserve all copyright notices on any files You download from The Exchange; (e) You will not attempt, either directly or indirectly, to solicit BoeFly and BoeFly employees; (f) the terms and conditions of the BoeFly privacy statement as set forth on Our web site, which privacy statement is incorporated herein by reference as though fully set forth; (g) all information You provide through The Exchanges is accurate to the best of Your knowledge; (h) BoeFly makes The Exchanges available on an "as is" basis; (i) BoeFly has no control over other Users, and is not liable for any acts by such Users, even if BoeFly has the ability to prevent harmful acts by such Users, even if BoeFly was forewarned about the potential for harmful acts by such Users; (j) You will make no effort to circumvent, or help another circumvent, fees earned, or due to be earned, by BoeFly or other Users; (k) You will indemnify BoeFly and hold it harmless from complaints by actual or potential borrowers that your use of The Exchanges does not comply with applicable law or otherwise; and (l) You authorize BoeFly and its licensees to collect all data you provide including but not limited to data entered during the Posting and Browsing processes (the "Data"), and provide BoeFly with a perpetual, world-wide, irrevocable non-exclusive license to use the Data for statistical analysis, product development, and other business purposes.

2. Communicating through the Exchanges

When You communicate through the Exchanges, including, but not limited to Posting Deals, Posting GGPs, Browsing Deals, Browsing GGPs, asking and answering questions, requesting and making bids, communicating with other Users, and communicating with BoeFly employees, You further agree that: (a) The information you provide is accurate to the best of Your knowledge; (b) You have the legal right and authority to bind your organization to any bid or offer you make; (c) Your communication is for the sole benefit of consummating a transaction as envisioned by the Exchanges

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purposes and in accordance with the Exchanges rules; (d) You are in compliance with all applicable disclosure and privacy laws regarding information; and (e) BoeFly is not required to transmit the communicated information to any specific User, or to any User at all.

3. Post and Browse Deals and GGPs to The Exchanges

When You Post a Deal to The LX, You further agree that: (a) You have the legal right to offer the Deal, as posted, to qualified lenders on a commission or referral fee basis; (b) Your Posting is for the sole benefit of earning a commission or referral fee, in accordance with The Exchanges rules, if and when another User funds the Posted Deal; and (c) BoeFly is not required to make the Posted Deal available to any specific User, or to any User at all. When You Post a GGP to The GovGex, You further agree that: (a) You have the legal right to offer the GGP, as posted, to qualified Buyers; (b) Your Posting is for the sole benefit of selling the GGP, in accordance with The Exchanges rules, if and when another User buys the Posted GGP; and (c) BoeFly is not required to make the Posted GGP available to any specific User, or to any User at all.

When you Browse available Deals on The LX, You further agree that: (a) You have the legal right to fund Deals of the type likely to be found on The Exchanges; (b) Your Browsing is for the sole benefit of finding Deals that you may fund in accordance with The Exchanges rules; (c) BoeFly is not required to make any specific Deal, or any Deal at all, visible or available to You; and (d) You will make no efforts to communicate directly with prospective borrowers without an explicit permission from the Poster.

When you Browse available GGPs on The GovGex, You further agree that: (a) You have the legal right to purchase GGPs of the type likely to be found on The Exchange; (b) Your Browsing is for the sole benefit of finding GGPs that you may purchase in accordance with The Exchanges rules; (c) BoeFly is not required to make any specific GGP, or any GGP at all, visible or available to You; and (d) You will make no efforts to communicate directly with borrowers without an explicit permission from the Poster.

4. Use of ScoreEdge and other BoeFly analytic products

You agree that: (a) ScoreEdge and other BoeFly analytic products are only factors in Your loan approval, selling, or buying processes; (b) BoeFly is not responsible for Your decision of whether to make a loan, buy a loan or GGP, sell a loan or GGP, or the subsequent performance of loans or GGPs; (c) You take responsibility for ensuring Your use of credit scores and other analytic products complies with applicable law and any policies of or obligations to regulators; (d) BoeFly makes ScoreEdge and other analytic products available on an "as is" basis; and (e) You will indemnify BoeFly and hold it harmless from complaints by anyone, including but not limited to Your actual or potential borrowers, that Your use of credit scores and other analytic products does not comply with applicable law or otherwise. You authorize BoeFly and its licensees to collect the data you provide including but not limited to data entered during the scoring input process (the "Data"), and provide BoeFly with a perpetual, world-wide, irrevocable non-exclusive license to use the Data for statistical analysis, product development, and other business purposes.

Limitations on BoeFly Liability

BoeFly makes no representations or warranties about (a) the accuracy, performance or availability of The Exchanges, ScoreEdge, or other analytic products, (b) the fitness of The Exchanges, ScoreEdge, or other analytic products for your particular purpose or (c) any matter not expressly set forth in writing by BoeFly. THE EXTENT OF BoeFly'S LIABILITY TO YOU IS EXCLUSIVELY LIMITED TO AND IN NO EVENT SHALL EXCEED THE AGGREGATE OF THE AMOUNTS THAT YOU PAY BoeFly FOR THE USE OF THE EXCHANGES OR SCOREEDGE OR OTHER ANALYTIC PRODUCTS DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT SHALL BoeFly BE RESPONSIBLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR SHOULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

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Automatic bilateral mutual non-disclosure Agreement (NDA)

Unless otherwise agreed by the parties, whenever a Browsing User requests information about a Deal or a GGP and a Posting User authorizes the release of such information, even if such release is designated by the Posting User as automatic, the Browsing User and Posting User agree to a bilateral mutual non-disclosure agreement (NDA) as follows:

(a) Each party agrees to protect confidential information provided by the other party, including information pertaining to the identity of prospective borrowers, but not including information that is in the public domain or previously known to the receiving party or subsequently comes to the public domain through no fault of the receiving party, as it would protect its own confidential information in accordance with industry standards; (b) each party agrees to use confidential information disclosed by the other party for the sole purpose for which such information was provided; (c) each party agrees to destroy all copies of confidential information provided by the other party when there is no further legitimate need for such information as contemplated by this agreement or when so instructed by the other party, whichever is earlier; and (d) the terms of this NDA shall survive the termination of this User Agreement to a maximum of 3 years after disclosure.

Notice of Intellectual Property Rights

All models, software, anonymized data and other data products BoeFly generates are the intellectual property of BoeFly. Deals and GGPs from The Exchanges, Scores from ScoreEdge, and other analytic products are provided for Your internal business use only and may not be reproduced or re-distributed in any manner without the permission of BoeFly. Furthermore, BoeFly owns, and will continue to own, all rights, title and interest in all elements of its web site and advertising and nothing in this Agreement will confer in User any right of ownership in the web site or advertising.

Identity, Stealth Mode Usage, and use of Names

Each side acknowledges that the other side owns all Trade Names, Trademarks, Logos, Brands, and other identifying indicators (collectively, "Marks," "Name," or "Identity") associated with their respective products and services. You agree not to attempt to use the Exchanges in a manner that will hide your Identity from Us or from other Users ("Stealth Mode") without an explicit written permission from Us. Each side agrees that the other side may factually inform other Users, prospective Users, and other parties it believes have a relevant interest that You are a member of the Exchanges. Each side may use the other side's Name when informing other parties of the fact of Your membership in the Exchanges. Our right to inform others of Your membership in the Exchanges is in force even if You use, or attempt to use, the Exchanges in Stealth Mode. We agree to consider the actual details of Your use of the Exchange, beyond the fact of Your membership, as confidential business information.

The Exchanges, ScoreEdge, and other analytic products Pricing Plan

BoeFly reserves the right to adjust the fee charged for use of its product and services with notice. The posting of a revised user agreement to the exchange website shall constitute sufficient notice for the purpose of this section. The initial fee is presented in Table 1, below. The fee is waived in certain instances as described in Table 1, below. No other waiver of fee is acknowledged unless in writing by BoeFly. Notwithstanding the above, the scoring fee will be assessed whenever (a) a Deal expires and is subsequently re-posted by the User, (b) a Deal is withdrawn and is subsequently re-posted by the User, (c) more than one deal is

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withdrawn by a User in a given calendar month, (d) a Deal expires while under the designation "Under Agreement" or "Under Review," (e) a Deal is designated as "Closed" By the User, (f) a Deal is scored by the User and is never posted, or (g) a Deal that was scored is funded by any entity, including the posting User, even if not through the exchange. Under no circumstances, however, will the scoring fee be assessed more than once on any one Deal, even if scored multiple times. Fees for other analytic products will be announced by BoeFly as such products become available. Notwithstanding the above, exchange usage fees will be assessed whenever (a) A loan is made by a User to a Borrower identified through the Exchanges, (b) A loan is made by a User to a Borrower introduced by another user where the initial contact was through the exchanges, (c) a loan that was posted on GovGex is sold by one User to another User. All invoices, including any applicable taxes, are due and payable upon presentation. If not paid within 30 days, interest will accrue at the lesser of 1.5% per month or the maximum allowed by law. BoeFly reserves the right to obtain, through public records, information about funded loans to enforce compliance and prevent fees avoidance by Users.

Table 1: Initial Fees:

Service:	ScoreEdge Scoring Report
Fee:	\$125 per score
Paid By:	User generating the score
Waived:	For Loans that do not fund

Service:	LX Usage Fee
Fee:	1% of loan amount
Paid By:	Lender funding a deal sourced through LX
Waived:	By written authorization from BoeFly only

Service:	LX Subscription Fees
Fee:	\$125/month
Paid By:	All deal-posting Users
Waived:	Until earlier of first commitment letter or 3rd posted deal

Service:	GovGex Buyer Premium Subscription
Fee:	\$1500/month
Paid By:	GovGex Buyer Premium Users
Waived:	By written authorization from BoeFly only

Service:	GovGex Seller Premium Subscription
Fee:	\$100/month
Paid By:	GovGex Buyer Premium Users
Waived:	By written authorization from BoeFly only

Service:	Other Services
Fee:	As advertised
Paid By:	As advertised
Waived:	As advertised

Term and Termination

This agreement may be terminated at any time by either party. BoeFly may terminate this agreement by notifying User. Upon termination of this agreement, by either party, User will take termination actions ("Termination Actions") including withdrawing all Posted Deals, destroying all copies of files, passwords, and information obtained through The Exchanges, and making no further attempts to log on The Exchanges or ScoreEdge web sites, offer Deals or GGPs to other Users of The Exchanges, or to fund or buy any Deal or GGP obtained through The Exchanges. User may terminate this agreement by notifying BoeFly and by taking all Terminating Actions identified herein. Notwithstanding the termination of this Agreement, the

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obligation to pay fees earned, not to circumvent or help circumvent fees, and to protect confidential information shall survive said termination.

Miscellaneous

BoeFly may amend this Agreement at any time by posting the amended terms on the BoeFly web site. Except as stated below, all amended terms shall automatically become effective 10 days after they are initially posted. User's continued use of The Exchanges or ScoreEdge shall constitute User's binding acceptance of any such changes or modifications to this Agreement. This Agreement may not otherwise be amended except in a writing signed by User and BoeFly.

Governing Law

This User Agreement, as well as any automatic NDA agreement that was entered into resulting from this User Agreement, shall be governed and construed in accordance with federal law and the laws of the State of California, without regard to internal principles of conflict of laws. The parties agree to the submission of any disputes or claims under this Agreement to the appropriate courts in San Diego, California and waive any claims that such courts lack jurisdiction over the parties.