UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

HOUSECANARY, INC.	Civ. Action No.: 5-18-CV-00519
Plaintiff,	**COMPLAINT**
vs.	
QUICKEN LOANS INC., ONE REVERSE MORTGAGE, LLC, and IN-HOUSE REALTY, LLC,	**<u>Jury Trial Demanded</u>**
Defendants.	

Plaintiff HouseCanary, Inc. by its undersigned counsel, hereby complains against Defendants Quicken Loans Inc., One Reverse Mortgage, LLC, and In-House Realty, LLC (collectively, "Defendants"), and alleges, as follows:

<u>INTRODUCTION</u>

1.   Fast and accurate home valuations are commercially invaluable and extremely difficult to create. Quicken Loans, Inc. – the largest mortgage lender and online mortgage lender in the United States – knew that in order to maintain its dominance in the real estate market it needed to have the fastest and most accurate home valuations possible. Quicken Loans closed loans totaling $96 billion in 2016 and understood that having loan opportunities held up or missed because of slow or poor valuations is very costly for its business. For example, in 2016, Quicken Loans affiliates estimated that one in ten Quicken Loans applications were suspended due to low appraisal value.

2.   Quicken Loans wanted access to the best and most accurate valuation models and technology to maintain its high-volume loan business and to maximize profits by increasing the speed and accuracy of its initial property valuations. Rather than spend the large amount of time and resources necessary to develop its own models, and know-how and data, Quicken Loans and others in its Family of Companies ("FOC") – Amrock Inc., ("Amrock"), formerly known as Title Source, Inc. or TSI, (referred to herein as "TSI/Amrock"), One Reverse Mortgage, LLC, and In-House Realty, LLC – chose to take a shortcut.

3.   The Quicken Loans FOC misappropriated HouseCanary's cutting-edge and highly accurate valuation technology and accompanying data to develop their own derivative analytics and software.

4.   In December 2013, TSI/Amrock, at the direction and on behalf of Quicken Loans, approached HouseCanary and signed a stringent Non-Disclosure Agreement ("NDA"). TSI/Amrock represented in the NDA that it had authority to bind Quicken Loans and its other affiliates to the terms of the contract. (Defining parties to the agreement to include all affiliates and parties under common control: "'Party(ies)' are the Party-signatories to this Agreement and includes all Affiliates, employees and agents of that Party...").   The NDA prohibited TSI/Amrock, Quicken Loans, or any other TSI/Amrock affiliate from reverse engineering HouseCanary's models or the output of those models, including automated valuation models ("AVMs"), or otherwise using HouseCanary's confidential information to develop their own products. In particular, NDA section II(2)(A)(vi) required TSI/Amrock and Defendants:

> ***not to disassemble or decompile software, or otherwise attempt to reverse engineer*** the design and function of any of the Confidential Information, nor … ***develop,*** manufacture, produce, and/or distribute ***any software product or business derived from or which otherwise uses any of the Confidential Information.***

5.   Over the next year, representatives from TSI/Amrock and Quicken Loans met with HouseCanary to explore HouseCanary's technology, during which TSI/Amrock employees discussed a relationship on behalf of Quicken Loans and One Reverse Mortgage.   Various executives from Quicken Loans met in person with HouseCanary representatives in May 2014 and December 2014 for presentations related to their technology and services.

6.   In January 2015, HouseCanary entered into a Master Software License Agreement ("MSLA"), attached hereto as Exhibit A, with TSI/Amrock that gave TSI/Amrock a 120-day evaluation period and then the rights to use certain HouseCanary's appraisal software products for a fee. The MSLA incorporated by reference and amended the terms of the NDA – which bound all three Defendants – to extend the term of the NDA restrictions. In addition, the MSLA provided for exclusive venue in San Antonio, Texas, in the event of breach.

7.   Over the next 10 months, TSI/Amrock and Quicken Loans learned all about HouseCanary's trade secret valuation technology, while discussing entering into a more expansive contract with HouseCanary that would provide Quicken Loans and TSI/Amrock with access to HouseCanary's valuation models, data and other analytics. As of September 2015, HouseCanary was still in negotiations with TSI/Amrock and Quicken Loans for a contract by which they would *both* get access to HouseCanary's technology. TSI/Amrock and Quicken Loans wanted unlimited rights to use HouseCanary's data and models, including rights to develop their own products, but HouseCanary made crystal clear that an absolute precondition to any agreement was a promise that TSI/Amrock and Quicken Loans would not warehouse data, reverse engineer, or use HouseCanary's data and models to develop derivative products.

8.   Ultimately, HouseCanary executed a much more limited agreement with TSI/Amrock in November 2015 (the "Amended MSLA") attached hereto as Exhibit B. Like the

original MSLA, the Amended MSLA incorporated the restrictions of the original NDA, which bound all of the Defendants. Quicken Loans was a named beneficiary of the agreement – it had the right to access to HouseCanary's automated valuation models and data for the purpose of allowing Quicken Loans bankers to access them during initial discussions with potential loan customers. One Reverse Mortgage also received limited rights under the agreement. The Amended MSLA contained additional restrictions protecting HouseCanary's valuation models, data and other confidential information from being stored or used in any way to create derivative products.

9.   The Amended MSLA specifically barred use of any of HouseCanary's data to create any database or derivative products. TSI/Amrock also was strictly forbidden from reverse engineering or otherwise utilizing any analytics it obtained from HouseCanary.

> **Unless agreed to in writing, Licensee may not (a) use any Appraisal, analytics, metrics, reports or any Data for any purpose other than as expressly set forth herein, (b) deliver or display any Appraisal, analytics, metrics, reports or any Data to the general public via the Internet or other electronic or print media, including email or direct mail, or otherwise use any Appraisal or other analytics, metrics, reports or Data for advertising or promotional campaigns, (c) or resell, relicense, or redistribute any analytics, metrics, reports or Data in whole or in part or use any analytics, metrics, reports or Data, or any portion thereof, to create any database or derivative products. Licensee may not decompile, disassemble, scrape, decode, reverse translate, or reverse engineer any analytics, metrics or reports or any component or portion thereof.**

10.   Notably, during negotiations, counsel for TSI/Amrock and Quicken attempted to remove the provision in the contract which stated that TSI/Amrock could not "resell, relicense, or redistribute any analytics, metrics, reports or Data in whole or in part or use any analytics, metrics, reports or Data, or any portion thereof, to create any database or derivative products [*or*] decompile, disassemble, scrape, decode, reverse translate, or reverse engineer any analytics, metrics or reports or any component or portion thereof." HouseCanary insisted on that provision remaining if the agreement was to be signed and the provision remained in the signed agreement.

11.   With the contract signed, and HouseCanary lulled into a false sense of security by the misrepresentations regarding TSI/Amrock and Quicken Loans' intended uses of HouseCanary's intellectual property, TSI/Amrock and Quicken Loans demanded that HouseCanary share its most valuable secrets and insights into how its models and software were created – data dictionaries, modeling, and algorithms – for the purpose of improving the Quicken Loans lending process.

12.   In fact, TSI/Amrock was using this information for the very thing it had promised HouseCanary it would not do – developing its own competing valuation models and amassing a data warehouse to train those models which could be used for Quicken Loans and others in the FOC.

13.   Once Quicken Loans and TSI/Amrock had what they wanted, in late March, 2016, TSI/Amrock   attempted to unilaterally re-write the contract and avoid paying HouseCanary – including surreptitiously removing once again the provision preventing databasing or creating derivative products and trying to provide broader access to all of TSI/Amrock's affiliates. HouseCanary refused. It was only after TSI/Amrock preemptively sued HouseCanary in state district court in Bexar County, Texas (the "State Court Lawsuit"), located in the city of San Antonio, in an apparent effort to force a settlement that would enable TSI/Amrock to freely use HouseCanary's intellectual property, that HouseCanary uncovered the truth behind TSI/Amrock's behavior.

14.   Specifically, discovery in the case TSI/Amrock initiated revealed that TSI/Amrock, Quicken Loans and other entities in the Quicken Loans FOC had been working to develop competing products to HouseCanary throughout the relationship and had been using HouseCanary's intellectual property to do so. For example, in March 2016, Quicken Loans'

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banking team was asking to access the HouseCanary AVM data stored in TSI/Amrock's *modeling* server. This data was shared with Quicken Loans with TSI/Amrock's modeler noting the "magnitude of the data."

15.   In June 2017, the Court in the pending Bexar County case ordered TSI/Amrock to produce documents to HouseCanary regarding its development of an internal AVM – which TSI/Amrock had previously denied developing. The documents produced revealed that TSI/Amrock had secretly developed for use by itself and Quicken its own AVM, similarity score, and complexity score using HouseCanary's technology.

16.   HouseCanary was forced to file additional motions to compel through the fall of 2017, resulting in additional documents being produced through the end of the year and weeks before trial regarding TSI/Amrock's and Quicken Loans' true intentions with respect to HouseCanary's technology.

17.   Following a 7-week trial in Bexar County, on March 14, 2018, the jury found unanimously:

- TSI/Amrock willfully misappropriated HouseCanary's trade secrets including its valuation models, data dictionary, data compilations, similarity score and complexity score used for real estate valuation;

- TSI/Amrock willfully defrauded HouseCanary;

- TSI/Amrock breached its nondisclosure agreement with HouseCanary; and

- TSI/Amrock breached its other agreements that limited its use of HouseCanary's data and technology.

18.   The jury also unanimously found that HouseCanary had *complied* with *all* agreements between the parties.

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19.   During discovery, TSI/Amrock concealed from HouseCanary Quicken Loans' role in stealing HouseCanary's trade secrets. TSI/Amrock hid from HouseCanary the fact that TSI/Amrock was developing its own AVM on behalf of Quicken Loans and the FOC. TSI/Amrock's witnesses lied under oath by repeatedly denying that TSI/Amrock was developing its own AVM even though TSI/Amrock had already announced internally the release of its own AVM, which Quicken Loans employees were using.

20.   TSI/Amrock also hid the fact that Quicken Loans had absorbed the entire TSI/Amrock data science team in 2016 and that the key employees who misappropriated HouseCanary's technology became (and are now) Quicken Loans employees.

21.   Some of these facts even were learned during the TSI/Amrock trial. At trial, TSI/Amrock's CEO Jeff Eisenshtadt admitted that his company's AVM – which the jury found was developed using the misappropriated HouseCanary trade secrets – was available to Quicken Loans and "being used every day to run and test against other appraisal data." He further acknowledged that TSI/Amrock's AVM was being used internally within the FOC.

22.   Quicken Loans and its affiliates cannot be permitted to use valuation models which have been found to be based on stolen technology from HouseCanary.

PARTIES

23.   Plaintiff HouseCanary is a Delaware corporation with its principal place of business in San Antonio, Texas.

24.   At the time of HouseCanary's founding, co-founder and Chief of Research Chris Stroud was a doctoral candidate at the University of Texas San Antonio's Department of Management Science and Statistics. Mr. Stroud left the doctoral program in 2014 to grow HouseCanary, but continued to work and reside in San Antonio. The primary trade secrets at

issue in this litigation—HouseCanary's AVMs, its similarity score, its data dictionary, and its data compilations—were developed by Mr. Stroud and his research team in San Antonio, and HouseCanary continues to develop its models, data, and analytics in San Antonio. Although HouseCanary has continued to grow and has hired additional employees with statistical backgrounds in its San Francisco and Boulder offices, HouseCanary's Chief of Research and other members of its research team work in San Antonio.   San Antonio was where HouseCanary's models and analytics were developed, and where the trade secrets at issue remain.

25.   The January 29, 2015 Master Software License Agreement between HouseCanary and TSI/Amrock (to which Quicken Loans and One Reverse Mortgage were beneficiaries) specifies that Texas law will apply to the agreement and identifies the state and federal courts of San Antonio, Texas, as the proper forum for any disputes:

> This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to the principles of conflicts of law. The Parties agree to submit to the sole and exclusive jurisdiction and venue of the state and Federal courts of the State of Texas situated in San Antonio, Texas. Each Party consents to the exercise of personal jurisdiction by such court and waives any right to plead, claim or allege that San Antonio, Texas is an inconvenient forum.

The parties did not amend the choice and law and venue provisions when they amended the agreement in November 2015.

26.   Defendant Quicken Loans is a Michigan corporation with its principal place of business in Wayne County, Michigan. Quicken Loans is wholly owned by Rock Holdings, Inc. ("Rock Holdings").

27.   Defendant One Reverse Mortgage is a Delaware corporation, with its principal place of business located in San Diego, California. One Reverse Mortgage is wholly owned by Rock Holdings.

28.   Defendant In-House Realty is a Michigan corporation, with its principal place of business located in Wayne County, Michigan. In-House Realty is wholly owned by Rock Holdings.

JURISDICTION AND VENUE

29.   This Court has personal jurisdiction over Defendants pursuant to the MSLA (Exhibit A) and Amended MSLA (Exhibit B), of which Quicken Loans and One Reverse Mortgage are beneficiaries, and which bound all Defendants to nondisclosure restrictions incorporated into the Agreement, and pursuant to which all Defendants caused harm to HouseCanary in this state. The Amended MSLA contains a venue clause mandating Texas as the venue, and stating that it is a convenient place for resolution of claims arising thereunder. Furthermore, Defendants do significant business in Texas, including business using HouseCanary's trade secrets.

30.   Both Quicken Loans and One Reverse Mortgage are licensed and authorized to make residential mortgage loans in Texas.

31.   Quicken Loans is the second-most active mortgage lender in San Antonio.[1] In 2017, it underwrote 2,500 loans in San Antonio and originated approximately 200 loans in San Antonio.[2]

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[1] Kristen Mosbrucker, *Biggest Lender: Wave of San Antonio Mortgage Refinancing Over for Now*, San Antonio Business Journal, May 10, 2018.
[2] *Id*; Kristen Mosbrucker, *San Antonio Mortgage Loan Volume Dipped in 2017*, San Antonio Business Journal, May 2, 2018.

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32.   Quicken Loans has availed itself of courts in Texas, including by affirmatively filing lawsuits in Texas state courts.

33.   Jurisdiction exists over both federal and state law claims under 28 U.S.C. 1331 and 1367(a).

34.   Venue in this district is proper under 28 U.S.C. 1391 and the contracts at issue in this case.

GENERAL ALLEGATIONS

35.   Quicken Loans is the largest mortgage lender and online mortgage lender in the United States and a member of the Quicken Loans FOC. In-House Realty is a member of the Quicken Loans FOC and partners with Quicken Loans in the real estate space to provide real estate referrals and property searches. One Reverse Mortgage, also a member of the Quicken Loans FOC, is the largest retail reverse mortgage lender in America. Amrock, formerly known as Title Source, Inc. is Quicken Loans' captive appraisal and title business, and is also a member of the Quicken Loans FOC.

36.   Members of the FOC operate under a shared services model wherein they pay one another fair market value for services provided by one another. Relevant here, valuation services and products provided by third parties pursuant to agreements with TSI/Amrock are paid by Quicken Loans, and the FOC plans a collective projected spend for valuation services. In addition, the FOC shares legal and accounting services, in a manner that disregards corporate distinctions between the companies.

37.   Collectively, the Defendants have a dominant position in the market for home loans and use that to increase their scope and reach. For example, Quicken Loans introduced its eponymous "Rocket Mortgage" in 2016 – touting its ability to complete the mortgage application

process and provide consumers a mortgage within minutes. In 2017, Quicken Loans and In-House Realty announced a plan to build an "end-to-end homebuying experience," thus further solidifying the FOC's dominance in the homebuying market.[3]

38.   As part of Quicken Loans' and its family of companies' aggressive plan to provide consumers with nearly instantaneous loans, it realized it needed more advanced appraisal capabilities including more accurate home valuation technology.

39.   Rather than investing its own time and money to build these capabilities, Quicken Loans went another route: it took that technology from HouseCanary – a startup that had worked aggressively to develop innovative and sophisticated technology in this field.

40.   Specifically, Quicken Loans directed its captive appraisal and title business, TSI/Amrock, to form a business relationship with HouseCanary. The ostensible purpose of this relationship would be to license HouseCanary's technology and data for a fee pursuant to a contractual relationship. TSI/Amrock did enter into various agreements with HouseCanary relating to HouseCanary's data and technology, but these agreements contained stringent limitations on the use of HouseCanary's data and technology by TSI/Amrock, and by any entity related to TSI/Amrock, such as Quicken Loans and One Reverse Mortgage. The FOC's true purposes in having TSI/Amrock enter into agreements with HouseCanary were revealed to be very different than a restricted license.

41.   Quicken Loans Chief Executive Officer at the time, Bill Emerson, initiated the contact by supplying TSI/Amrock executive Jordan Petkovski with HouseCanary co-founder Jeremy Sicklick's contact information. In his initial email to HouseCanary on December 3, 2013, Mr. Petkovski made sure that HouseCanary understood Quicken Loans' interest and

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[3] *Quicken Loans' In-House Realty Wading Further Into Real Estate* (June 20, 2017),
https://www.inman.com/2017/06/20/quicken-loans-wading-further-into-real-estate.

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involvement in reaching out to HouseCanary by entitling his email to Mr. Petkovski, "Bill Emerson sent your info to me." Mr. Sicklick and Mr. Petkovski agreed to discuss how HouseCanary's work could apply to "Quicken Loans and Title Source."

42.   Within three days, HouseCanary had agreed to a Non-Disclosure Agreement binding TSI/Amrock, Quicken Loans, and the other members of the FOC. Specifically, TSI/Amrock and HouseCanary "acknowledge[d] and agree[d] that they have the authority to enter into this agreement and hereby bind their respective Party and Party Affiliates who obtain Confidential Information."

43.   For the next year, the parties worked together. At least one early meeting was attended by Quicken Loans. The result was a draft license agreement listing Quicken Loans/Title Source as the Licensee, which Mr. Petkovski referred to as the "QL Master Software License Agreement."

44.   In January 2015, at the direction of Quicken Loans' top employees, TSI/Amrock established a contractual relationship with HouseCanary. Under a Master Software License Agreement (the "MSLA"), HouseCanary agreed to license to TSI/Amrock the use of its proprietary appraisal software called "HouseCanary Appraiser." TSI/Amrock and HouseCanary entered this relationship subject to the existing NDA, which prohibited TSI/Amrock and any agents or Affiliates (including Defendants) from disclosing or using Confidential Information for a purpose other than the stated Purpose of the Disclosure and would not disassemble, reverse engineer, or "develop, manufacture, produce, and/or distribute any software product or business system device from or which otherwise uses any … Confidential Information." The NDA was expressly incorporated into all subsequent agreements between HouseCanary and TSI/Amrock,

including a provision that subjected Quicken Loans and all other affiliates within the FOC to its terms if they received any data from HouseCanary.

45.   TSI/Amrock immediately saw the immense value in HouseCanary's technology and data compilations. Just weeks into the evaluation period, TSI/Amrock agreed with Quicken Loans that they should approach HouseCanary about expanding the scope of the relationship.

46.   Quicken Loans was a full participant in evaluating HouseCanary's proprietary data and models – its trade secrets. HouseCanary, TSI/Amrock, and Quicken Loans had a set of meetings across "QL and TSI." Quicken Loans CEO Bill Emerson and other Quicken Loans top executives were invited to strategic meetings with HouseCanary. TSI/Amrock wanted Quicken Loans executives at the meeting because "this initiative would be strategic across multiple business units within [TSI/Amrock] as well as potentially the FOC." TSI/Amrock's Vice President of Business Development David Majewski told Bill Banfield, the Executive Vice President of Capital Markets for Quicken Loans that he believed Quicken Loans' Capital Markets could leverage the HouseCanary relationship with investors, Fannie Mae, and Freddie Mac.

47.   Quicken Loans and the FOC spent money on their behalf (not just TSI/Amrock's) for the evaluation of House Canary data and to determine how it might assist Quicken Loan services.

48.   However, Quicken Loans decided at the last minute not to be a party to the license agreement. Defendants opted instead to gain access to HouseCanary's intellectual property through TSI/Amrock as a conduit. But the license agreement TSI/Amrock signed contained significant use restrictions and explicitly restricted access to TSI/Amrock and, on a limited basis, Quicken Loans and One Reverse Mortgage. In-House Realty had no rights under the contract.

Had the agreement not contained such limitations, HouseCanary would have charged TSI/Amrock $10 million per year. However, HouseCanary accepted only $5 million per year because TSI/Amrock agreed to these limitations.

49.   Notwithstanding Quicken Loans' decision to forfeit the right to fully access HouseCanary's intellectual property, Quicken Loans remained a vocal participant in the negotiations, and, internally, made clear its intent to broadly use HouseCanary's products. For example, just nine days before HouseCanary and TSI/Amrock executed the Amended Master Software License Agreement (the "Amended MSLA"), Gjoe Biblekaj of Quicken Loans asked "What is the anticipated date [] where we can start using HouseCanary's metrics." In fact, the "Compinator" product that was part of the HouseCanary project, while paid for by TSI/Amrock, was used entirely by Quicken Loans, and was the product that HouseCanary's AVM Value was intended to replace.

50.   During all periods where the FOC was evaluating HouseCanary's confidential information, Defendants understood that they were working with HouseCanary's confidential information subject to the restrictions specified in the NDA as incorporated into and amended by the Amended MSLA. As Mr. Petkovski testified, "I am certain that, when it came to discussing all things HouseCanary with anybody that was involved from the project team, I made mention of the fact that this was very much a confidential initiative. I don't recall having specific one-on-one interactions with everybody that was involved. But, in a group setting, I'm certain that that's something I would have disclosed because it was standard operating procedure for us."

51.   Equally important – and equally flouted by Defendants – were the limits on how *any* member of the FOC, including TSI/Amrock, could use HouseCanary's software and data provided pursuant to the limited license agreement that was ultimately signed. Prior to signing

the agreement, TSI/Amrock had internal meetings recognizing that, under the $5 million version

of the Agreement, they had no right to simply pull a million records to warehouse.

52.   Despite the FOC's clear recognition of the restrictions on uses and beneficiaries

under   the   contemplated   license   agreement,   Defendants   intended   all   along   to   exploit

TSI/Amrock's relationship with HouseCanary to gain access to HouseCanary's real estate data,

analytics, and appraisal software so that they could wrongfully take and appropriate that

technology, while trying to pass it off as though TSI/Amrock had independently developed the

same products. As Bryan Wang, who serves as the director of data science for Quicken Loans

and Title Source put it upon hearing that HouseCanary was coming to TSI/Amrock and Quicken

Loans in May 2015 to give a presentation, "I am more interested in knowing what data they

have. It would be great if they could give this group a demo regarding their data."

53.   Prior to signing the Amended MSLA, TSI/Amrock discussed internally the need

to have language in the contract in case they got "cold feet" and also to discuss what to do when

they wanted to do bigger things with HouseCanary's data.

54.   The Amended MSLA, executed in November 2015, reflected none of the FOC's

grand plans. To the contrary, it granted Quicken Loans and One Reverse Mortgage limited

access to a subset of data contained in HouseCanary's Value Report – Quicken Loans could use

these data and analytics *solely* for its internal use. In-House Realty had no rights under the

Amended MSA to use or even receive HouseCanary's Value Report or the data and analytics

contained therein.

55.   Even that internal use was limited by "Additional Terms and Conditions."

Specifically, the contract incorporated the NDA, which strictly forbade reverse engineering or

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other uses of the data by TSI/Amrock, and certainly by Quicken Loans and One Reverse

Mortgage, who had limited rights to use and added further explicit restrictions:

> **Unless agreed to in writing, Licensee may not (a) use any Appraisal, analytics, metrics, reports or any Data for any purpose other than as expressly set forth herein, (b) deliver or display any Appraisal, analytics, metrics, reports or any Data to the general public via the Internet or other electronic or print media, including email or direct mail, or otherwise use any Appraisal or other analytics, metrics, reports or Data for advertising or promotional campaigns, (c) or resell, relicense, or redistribute any analytics, metrics, reports or Data in whole or in part or use any analytics, metrics, reports or Data, or any portion thereof, to create any database or derivative products. Licensee may not decompile, disassemble, scrape, decode, reverse translate, or reverse engineer any analytics, metrics or reports or any component or portion thereof.**

56.   Instead of utilizing HouseCanary's reports and data as permitted by the Amended

MSLA, Quicken Loans decided it wanted to bring this highly valuable and critical technology

"In-House."   Working with its affiliates TSI/Amrock and In-House Realty, Quicken Loans

devised a plan to appropriate HouseCanary's valuation technology and use HouseCanary's data

to machine train its own undeveloped technology.

57.   In the months that followed, Quicken Loans and its affiliate TSI/Amrock worked

hand-in-hand with HouseCanary on the implementation of an appraiser application for use by

TSI/Amrock appraisers, giving Quicken and TSI/Amrock direct insight into HouseCanary's

technology and development. As TSI/Amrock put it, the initial meeting after the Amended

MSLA was signed was "a two-day session to walk through the House Canary solution and what

it means for [TSI/Amrock] & QL."   HouseCanary – acting in reliance on the strictures of the

NDA, as well as oral representations from TSI/Amrock that it was not in the business of

developing its own internal valuation products – provided TSI/Amrock with data dictionaries,

detailed information about its proprietary appraisal models, and other highly confidential

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information. In addition, TSI/Amrock began generating tens of thousands of HouseCanary's

Value Reports as soon as those reports were provided under the Amended MSLA and received

millions of underlying data points. TSI/Amrock continued to download thousands of those Value

Reports even after it terminated the Amended MSLA. TSI/Amrock provided these Value

Reports to Quicken Loans *and* In-House Realty, which was not entitled to receive access to these

Value Reports under the Amended MSA.

58.   In 2016, Quicken Loans and In-House Realty held additional meetings with

HouseCanary, under the guise of wanting to enter into separate agreements whereby Quicken

Loans would have broader rights and In-House Realty would have rights to access

HouseCanary's data and valuation models.

59.   Despite Quicken Loans and TSI/Amrock testing and deploying HouseCanary's

products, giving them favorable reviews and internally touting their capabilities and value,

TSI/Amrock abruptly brought a declaratory judgment action against HouseCanary on April 12,

2016,[4] and terminated the contract one week later. By refusing to pay HouseCanary, Quicken

Loans and TSI/Amrock were attempting to deprive the startup of moneys while they developed

their own product.

60.   There was a reason behind the sudden termination of HouseCanary that had

nothing to do with any purported "failure" by HouseCanary to perform its obligations: Quicken

Loans had gathered sufficient appraisal and valuation data, technological insight, and

information on software appraisal analytics from HouseCanary through its affiliate TSI/Amrock

to enable it to achieve its longstanding goal – carefully hidden from HouseCanary – to launch its

own automated valuation model and appraisal technology. In fact, Quicken Loans and

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[4] The lawsuit Amrock filed against HouseCanary is *Title Source, Inc. v HouseCanary, Inc.,* No. 2016CI06300, Bexar Country, Texas, 73rd Judicial District.

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TSI/Amrock starved HouseCanary of cash by intentionally failing to make required payments and tried to get HouseCanary to agree to an after-the-fact contract amendment that would have excused Quicken Loans' and TSI/Amrock's misappropriation of HouseCanary's data, expertise, and analytics.

61.   In September 2016, just months after TSI/Amrock abruptly and unlawfully terminated the License Agreement with HouseCanary pursuant to which it had received HouseCanary's highly valuable intellectual property, TSI/Amrock announced at a Quicken Loans technology conference attended by the Quicken Loans FOC that TSI/Amrock had developed its own internal AVM for use by the FOC and, eventually to be used by the public. In particular, this purported "internal" AVM would be used by Quicken Loans bankers, In-House Realty agents, and TSI/Amrock Appraisers. TSI/Amrock misled HouseCanary in its discovery responses, claiming that no such AVM existed, until HouseCanary independently located a copy of an internal Quicken Loans conference presentation describing the AVM.

62.   TSI/Amrock's efforts to build its own valuation model came from a data science team which in November 2016, was absorbed by Quicken Loans. Quicken Loans' "data science" teams (the teams responsible for developing models like the AVM) came from TSI/Amrock – the team that had worked directly with HouseCanary and had gotten access to all of HouseCanary's technology and which continued working on developing an internal AVM and other related products throughout 2016, using HouseCanary's data and analytics.

63.   For example, Claude Wang, a "Data Modeler" at TSI/Amrock, moved over to Quicken Loans in November 2016, when TSI/Amrock officially merged its data science team with Quicken Loans. Mr. Wang's LinkedIn page states that he worked as a data scientist at TSI/Amrock until March 2017, when he became an employee of Quicken Loans because of a

"[p]osition change to Data Modeler at Quicken Loans in Nov 2016 due to merge of two data science teams at TSI/Amrock and Quicken Loans. Both companies are the subsidiaries of Rock Holdings Inc." Also, on this data science team was a modeler named Tianqi "Ryan" Yang, who was the data modeler assigned to the HouseCanary project and, specifically, testing and evaluating HouseCanary' data and tracking the inputs for its proprietary AVM and related valuation models.

64.   In October 2017, Quicken Loans announced that its mortgage services division had launched an automated valuation tool, QL Property Hub, which it boasted "uses multiple machine learning algorithms to present property values using property details, recent comparable sales data and an interactive map with street level details."[5]

65.   In the middle of the trial it initiated against HouseCanary, TSI/Amrock (at the time TSI) announced that it was rebranding itself as Amrock, Inc. and becoming a "leading-edge provider of Fin-Tech services." Such fin-tech services include offering AVM's and pricing models. Amrock's biggest client is Quicken Loans. The AVM that TSI/Amrock announced in October 2016 that it had developed is currently being used daily among the FOC, including Quicken Loans.

66.   Quicken Loans too has continued to rebrand itself as "not really in the mortgage business" but in the "data acquisition business." According to Quicken Loans' Founder and Chairman Dan Gilbert, "We acquire data, we curate it and we move it, That's all we do."[6] What

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[5] *See* Quicken Loans Press Room (Oct. 6, 2017), http://www.quickenloans.com/press-room/2017/10/06/quicken-loans-mortgage-services-creates-exclusive-revolutionary-home-valuation-tool-partner-banks-brokers-credit-unions.
[6] Chad Livengood, *Gilbert: 'We're not really in the mortgage business'*, Crain's Detroit Business (Apr. 17, 2018), http://www.crainsdetroit.com/article/20180417/news/658381/gilbert-were-not-really-in-the-mortgage-business.

COMPLAINT

Mr. Gilbert omits is that Amrock and Defendants are not *lawfully* acquiring data, and they are not "curating" that data themselves.

67.   Contrary to Quicken Loans' claim that it had "created" its home valuation tool, this technology was lifted from the hard work and technological insight of HouseCanary.

SPECIFIC ALLEGATIONS

A.   HouseCanary Brings Innovation to the Appraisal Industry

68.   HouseCanary is a highly innovative technology company. Recognizing that the housing bubble that led to the Great Recession was caused, in part, by improper valuations, inaccurate market forecasts, and incorrect information, HouseCanary honed in on technology to enhance information, valuation techniques, and market forecasts to the residential real estate market. From the outset, HouseCanary, and the proprietary software and data it developed and compiled, garnered the respect and praise of investors and players in the appraisal industry – including TSI/Amrock and Quicken Loans. As set forth in greater detail below, HouseCanary has developed and owns numerous trade secrets, including highly valuable proprietary software, algorithms, models, data, reports, forms, data sources, knowhow, techniques, and methods relating to various aspects of real estate valuation and other areas.

B.   TSI/Amrock and Quicken Loans Induce HouseCanary to Share Its Intellectual Property

69.   In 2013, Bill Emerson, the Vice Chairman of Quicken Loans and Rock Holdings (Quicken Loans' parent company), encouraged TSI/Amrock to contact HouseCanary and reach an agreement to license HouseCanary's appraisal products for use by Quicken Loans and TSI/Amrock.

70.   The first thing TSI/Amrock and HouseCanary did was execute a Non-Disclosure Agreement ("NDA") so the parties could exchange confidential information. Under the NDA,

COMPLAINT

TSI/Amrock had to agree that it would "*not use the Confidential Information for a purpose other than for the stated Purpose of the Disclosure; and will not copy such information for a purpose other than for the stated Purpose of the Disclosure.*" It further required TSI/Amrock "*not to disassemble or decompile software, or otherwise attempt to reverse engineer the design and function of any of the Confidential Information, nor ... develop, manufacture, produce, and/or distribute any software product or business derived from or which otherwise uses any of the Confidential Information.*"

71.   These strictures extended to TSI/Amrock's agents and affiliated parents and subsidiaries to the extent they received any Confidential Information. Specifically, the NDA applies to "Affiliates, employees and agents of that Party." The term "Affiliate" is defined to include "parents, subsidiaries, that directly or indirectly, control, is/are controlled by, or are under common control with a Party." The NDA provides that the signatories, by entering into the NDA bind any "Party Affiliates who obtain Confidential Information." Quicken Loans and One Reverse Mortgage are expressly named as "Affiliates" in the Amended Master Software License Agreement between HouseCanary and TSI/Amrock. Thus, any information received by Quicken Loans – either by direct dealings with HouseCanary or through TSI/Amrock – was subject to limitations on use and confidentiality.

72.   TSI/Amrock entered into a Master Software License Agreement with HouseCanary on January 29, 2015 (the "MSLA"). The MSLA gave TSI/Amrock a license to the HouseCanary Appraiser software—mobile and web-based software that delivered HouseCanary's data, analytics, and estimated home values to home appraisers in the field. Under the MSLA, TSI/Amrock was entitled to evaluate HouseCanary's proprietary appraisal software—free of charge—for a period of 120 days, and to terminate the evaluation period in its

sole discretion. The purpose of the MSLA was to give TSI/Amrock the opportunity to evaluate

the Appraiser application. The MSLA explicitly incorporated the terms of the NDA.

73.   Just a month after executing the MSLA, in February 2015, TSI/Amrock, at the

encouragement of Quicken Loans high-ranking employees, approached HouseCanary about

gaining greater access to HouseCanary's software and products through an expanded licensing

agreement. In late February 2015, HouseCanary, Quicken Loans and TSI/Amrock had a series

of meetings to discuss the many additional opportunities that HouseCanary could offer.

74.   At the same time, internally, TSI/Amrock's top executives were directing their

data science team to begin developing an internal automated-valuation model for the FOC –

exactly the product that TSI/Amrock was negotiating with HouseCanary to receive, on the

condition that TSI/Amrock warranted it would not reverse engineer the product, and was not

developing any competing products.

75.   In mid-2015, HouseCanary and TSI/Amrock were negotiating an amended license

agreement that would include the Appraiser Application – the subject of the original MSLA – as

well as HouseCanary's proprietary collections of real estate data and analytics. It also included

access, subject to heavy restrictions, to HouseCanary's Value Report and the proprietary data

points that underlie it including a similarity score for comparable properties.

76.   Jay Farner, Quicken Loans' CEO, and Sam Vida, In-House Realty's president,

among other employees of Defendants, participated in these meetings with HouseCanary where

HouseCanary presented its products and offerings. For example:

- March 17, 2015: Meeting with Quicken Loans employees for HouseCanary to "get a better understanding of Quicken's lender guidelines so that we may implement them in our application."

- May 13, 2015: TSI/Amrock V.P. of Business Development, David Majewski reaches out to Quicken Loans about "Bob, Bill [Banfield], and Jay [Farner]'s

availability" with HouseCanary, "which TSI has engaged for appraisal *and 'big' data services*."   Mr. Majewski urged that both Bill Emerson and Jay Farner should attend because of the importance of the initiative "within TSI/QL" and "potentially the FOC."

- July 2015: Quicken Loans provided feedback – through TSI/Amrock's David Majewski -- to HouseCanary on proposed models for an agreement for TSI. Quicken Loans and the FOC.

77.   As Quicken Loans and TSI/Amrock internally evaluated what products they needed from HouseCanary, they considered the products used across the FOC – not just within TSI/Amrock. The numbers were pulled by Quicken Loans' accounting employees. An internal email noted that Quicken Loans was looking to process 500,000-800,000 records.

78.   The original proposal for a revised license agreement provided for Quicken Loans *and* TSI/Amrock to have access to HouseCanary's Appraiser Application and Value Report. However, TSI/Amrock later informed HouseCanary that it did not want the contract to cover Quicken Loans – it wanted to negotiate for TSI/Amrock alone to have the full access to the software.

79.   TSI/Amrock and HouseCanary finalized the amendment to the MSLA ("the Amended MSLA"), and executed it on November 11, 2015. The MSLA provided TSI/Amrock with access to two central products – the HouseCanary Appraiser Application and the HouseCanary Value Report.

80.   The Amended MSLA did not provide Defendants with any direct rights. Rather, it authorized TSI/Amrock to provide Quicken Loans and One Reverse Mortgage with access to certain clearly-delineated data and analytics set forth in the MSLA, for "internal purposes only." In-House Realty had no rights under the Amended MSLA, through TSI/Amrock or otherwise.

81.   Nonetheless, the FOC viewed the HouseCanary agreement as one that would benefit TSI/Amrock, Quicken Loans, In-House Realty, and One Reverse Mortgage. Less than

COMPLAINT

two weeks after the agreement was signed, TSI/Amrock organized a meeting with Quicken Loans and In-House Realty stakeholders "to discuss HouseCanary." A December 2015 presentation prepared by TSI/Amrock on "how our partnership with HouseCanary will be leveraged to improve our operations" was addressed to all four companies.

82.   Throughout the negotiations beginning in early 2015, HouseCanary sought and received assurance that TSI/Amrock and Quicken Loans were not developing their own AVM, similarity score model, complexity score model, or any other competing products with HouseCanary's offerings – in other words, they were not seeking access to HouseCanary's data, analytics and software for purposes of developing competing products.

83.   In addition to these oral assurances, the Amended MSLA incorporates the terms of the NDA, and adds even stricter protections for HouseCanary's Confidential Information. The Amended MSLA states expressly that TSI/Amrock must not: "*use any analytics, metrics, reports or Data,* or any portion thereof*, to create any database or derivative products …* [or] *decompile, disassemble, scrape, decode, reverse translate, or reverse engineer* any analytics, metrics or reports or any component or portion thereof." This provision strictly limits the uses for which TSI/Amrock was entitled to provide HouseCanary's Licensed Software to its Affiliates Quicken Loans and One Reverse Mortgage under the Amended MLSA. Furthermore, any Affiliates were explicitly subject to the requirements set forth in the NDA regarding permissible uses of HouseCanary Confidential Information.

84.   But TSI/Amrock and Quicken Loans *always, before, during and after executing the agreements with HouseCanary,* intended to amass HouseCanary's data, and use its proprietary analytics to develop their own products for the benefit of the FOC.

COMPLAINT

85.   For example, even before January 2015, when HouseCanary and TSI/Amrock signed the *first* MSLA, TSI/Amrock and Quicken Loans' data science teams were working to develop the very products it was licensing from HouseCanary.

86.   Various internal TSI/Amrock presentations referenced the importance of TSI/Amrock developing an AVM for the entire FOCs, especially Quicken Loan bankers.

87.   When the TSI/Amrock AVM was launched, it was announced to the combined "TS-QL (Title Source-Quicken Loans)" data science team.

88.   Sam Vida, In-House Realty's President, and Jennifer Madden, In-House Realty's Head of Business Development, participated in evaluating HouseCanary's offerings in early 2015, in connection with a stated goal of "aggregating all of the data in a single UI/stand-alone platform." High-level employees at Quicken Loans were also involved in these conversations.

89.   At all times, Quicken Loans exercised authority and control over TSI/Amrock's negotiations with HouseCanary over the scope of the agreement. Many of these conversations were carried out by TSI/Amrock's then-Chief Appraiser Jordan Petkovski. When Mr. Petkovski was let go in April 2016 – just before TSI/Amrock abruptly terminated the HouseCanary contract – Quicken Loans' CEO, Bill Emerson responded as if Petkovski was a Quicken Loans employee. He asked TSI/Amrock's CEO Jeff Eisenshtadt, "What does he really do for us today?" Mr. Emerson asked if there were "[a]ny other changes I should be aware of" and noted, "[w]e should remind [Petkovski] of his post employment obligations."

90.   Jeff Eisenshtadt testified further that when HouseCanary and TSI/Amrock had their two day kick-off meeting after the Amended MSLA was signed in November 2015, that TSI/Amrock was there "on behalf of" Quicken Loans.

C. **Defendants Obtained HouseCanary's Confidential Information and Used it to Develop Competing Appraisal Products for Use by the FOC**

91.   With confidentiality restrictions in place and Quicken Loans' and TSI/Amrock's representations that they were not building their own valuation products, HouseCanary provided extensive data and insight into its models. TSI/Amrock, in cooperation with Quicken Loans and In-House Realty, wasted no time warehousing HouseCanary's Value Reports, compiling the information HouseCanary provided about its products and algorithms, and reverse engineering those algorithms to develop the internal AVM and other models, all in contravention of their commitments and oral agreements and assurances. For example:

- HouseCanary shared "information regarding the property attributes and score" with TSI/Amrock data modeler, Ryan Yang. That data modeler was and had been working on the TSI/Amrock AVM for months, and was also working on a similarity score and complexity score for TSI/Amrock. Ryan Yang reported to Lucy Liu, a Quicken Loans (not TSI/Amrock) employee.

- HouseCanary made a "proprietary and confidential" presentation to TSI/Amrock on its Appraisal Complexity API, and on how it built the model and its functions.

- In 2015, an TSI/Amrock data modeler had developed code that integrated HouseCanary's information. He sent that code to a Quicken Loans modeler.

- Promptly upon signing the MSA Amendment One, TSI/Amrock began downloading thousands of Value Reports per day from HouseCanary. Indeed, TSI/Amrock continued to generate thousands of Value Reports even after TSI/Amrock filed the State Court Lawsuit and, in breach of applicable notice provisions, purported to terminate the parties' agreement. In February 2016, an In-House Realty ("IHR") employee asked TSI/Amrock how close they were to IHR being able to use HouseCanary data – despite the fact that IHR had *no rights* under the MSA Amendment One. TSI/Amrock's Chief Appraiser, Jordan Petkovski directed the project managers for the HouseCanary project to send a copy of HouseCanary's proprietary Value Report over to IHR.

- In February 2016, TSI/Amrock hosted a meeting with Quicken Loans to discuss "next steps… to leverage the data from HC *further* after the Banking deliverable is implemented" for Quicken Loans bankers.

- In February 2016, IHR requested an update from TSI/Amrock on HouseCanary. In response, TSI/Amrock provided IHR with copies of the value report (to which IHR had no rights) to "review and markup." Mr. Petkovski noted that IHR would be able to "plug into the API we're (TSI) developing for the FOC's use."

- In March 2016, TSI/Amrock modeler Tianqi Yang informed TSI/Amrock's Chief Information Officer that Quicken Loans' banking team was asking to access the HouseCanary AVM data stored in TSI/Amrock's *modeling* server. This data was shared with Quicken Loans with TSI/Amrock's modeler noting the "magnitude of the data."

- In March 2016, HouseCanary provided TSI/Amrock with its "Appraisal complexity score."

- In late March, when TSI/Amrock demanded to restructure the agreement with HouseCanary to permit warehousing of its data (in clear violation of the existing agreement), there was a meeting with Quicken Loans to discuss the fact that "the requirements are changing on the TSI end."

- In April, 2016, Quicken Loans was demanding, through TSI/Amrock, additional information in the Value Report that TSI/Amrock had not contracted for.

- In June 2016, after TSI/Amrock abruptly terminated the agreement with HouseCanary and filed a lawsuit. TSI/Amrock's data science team – which included the modelers in charge of the HouseCanary project -- hosted a meeting with IHR stakeholders Doug Seabolt and Sam Vida to "review the current AVMs on the market," "review the statistical model we developed *in the last year*," and "show a demo of the initial TS AVM products."

- Quicken Loans and IHR were kept updated on TSI/Amrock's "AVM project development strategy and plan."

- In July 2016, Quicken Loans' Vice President of Business Intelligence discussed "opportunities for … TSI Modelers and [Quicken Loans Business Intelligence]" to collaborate on knowledge shares and projects to expand the breadth of the modeling expertise." Specifically, the plan was to combine the teams into one "comprised of the current modeling teams from QL and TSI; BIG Data engineering and Data Scientist from QL and the model deployment team from TSI." The goal was to "shar[e] for advance analytics across the FOC."

- In September 2016, TSI/Amrock unveiled the Title Source AVM at the Quicken Loans Technology Conference, an internal conference for members of the FOC. The presentation announced that the AVM would be primarily used by Quicken Loans bankers, IHR agents and TSI/Amrock appraisers.

- In November 2016, TSI/Amrock and Quicken Loans merged their "data science" teams – the teams tasked with developing valuation models, including the AVM.

- A white paper authored by TSI/Amrock/Quicken modeler Claude Wang offered insight into why "an accurate in-house Automated Valuation Model could leverage the FinTech and big data tools and greatly benefit *the Family of Companies (FOC)."*

- Specifically, TSI/Amrock anticipated using the TSI/Amrock AVM for Quicken Loans bankers who could use the TSI/Amrock AVM to demonstrate to clients the value of their homes. TSI/Amrock also anticipated using the TSI/Amrock AVM for providing IHR agents with a comprehensive analysis of property and estimates of property value with a confidence range – exactly what HouseCanary's products do.

- TSI/Amrock's website in October 2017 stated that it is "proud to offer two innovative new products on our website: Our cascading Automated Value Model (AVM) and Value Preview (VP) products. Similar to an appraisal, these products provide a Value Report on your residential property."

- Jeffrey Eisenshtadt, TSI/Amrock's CEO, has admitted that the TSI/Amrock AVM that was revealed in October 2016 at the Quicken Loans Technology conference is available to Quicken Loans and being used every day within the FOC.

- In February 2018, TSI/Amrock unveiled its new rebrand as Amrock, which boasts that it is a "FinTech" company at its core and a "leading-edge provider of Fin-Tech services." Such fin-tech services include offering AVM's and pricing models nationwide for public consumption.

- In the State Court Lawsuit, the jury found that TSI/Amrock breached its agreements with HouseCanary that limited its use of HouseCanary's data and technology. Quicken Loans, as TSI/Amrock's alter ego, is bound by these findings.

92.   Defendants were involved at every turn. Before the Amended MSLA was signed, TSI/Amrock's Head of Business Intelligence discussed "options for developing data products we can offer our clients using HouseCanary data … or models we can develop with their data." He noted that "this is not a standalone … team…. They will need help from other teams like… QL."

93.   Even before the TSI/Amrock and Quicken Loans data science teams merged, TSI/Amrock's employees in charge of developing the internal valuation models using HouseCanary's intellectual property reported to Lucy Liu, a Quicken Loans employee.

94.   High-ranking Quicken Loans and IHR employees were considered "stakeholders" in the HouseCanary relationship and were included on weekly updates regarding the development and performance of the AVM model TSI/Amrock was developing. They were actively involved in directing the project, determining data sources – including HouseCanary's data – and discussing potential business uses for the FOC. In fact, Jeff Cymbalski, a Quicken Loans employee was a key member of the HouseCanary project team.

95.   Quicken Loans and IHR also held meetings with HouseCanary in 2016, to give the impression that they wanted to enter into additional agreements to *pay* for access to the data

and analytics they were already covertly using through the back channels of TSI/Amrock. During these meetings HouseCanary provided additional confidential information directly to Quicken Loans and IHR –pursuant to the NDA – based on the false representations that additional agreements would be entered into.

D.   Defendants' Theft of HouseCanary's Trade Secrets Was in Furtherance of a Rebrand of Quicken Loans Using HouseCanary's Trade Secrets

96.   The timing of Defendants initiation of a plan, together with TSI/Amrock, to acquire HouseCanary's innovative valuation data and models was no coincidence. It coincided with a growing realization that to stay dominant in an industry of thinning margins, intensifying competition, and increasing government oversight, the FOC would need to have a more efficient *and* more accurate mortgage process.[7]

97.   At a conference in 2018, Quicken Loans' Founder and Chairman Dan Gilbert observed: "Data will move faster and be more accurate…. If we don't get on the train, it's going to be over. Whoever can move faster on technology and invest time and effort in technology will succeed." But Quicken Loans and TSI/Amrock invested no time and effort in developing their own technology – instead they used their dominance in the industry to take it from a start-up looking to make its mark.

FIRST CAUSE OF ACTION
(Misappropriation of Trade Secrets —
TEX. CIV. PRAC. & REM. CODE §134A.001 *et seq.*)
(Against All Defendants)

98.   HouseCanary hereby realleges and incorporates by reference the allegations contained in paragraphs 1 through 97 as though fully set forth herein.

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[7] *8 Things We Learned at #MBATech18*, National Mortgage News (Apr. 18, 2018), https://www.nationalmortgagenews.com/slideshow/8-things-we-learned-at-mbatech18

99.   In the course of its dealings, HouseCanary provided access to valuable trade secrets related to its real estate data, analytics, and appraisal software to Quicken Loans through its affiliate TSI/Amrock.   Specifically, as part of HouseCanary's provision of services to TSI/Amrock and Quicken Loans (and pursuant to an NDA), HouseCanary shared trade secret information including, but not limited to:

- HouseCanary's AVMs

- HouseCanary's data dictionary

- HouseCanary's data compilations

- HouseCanary's similarity score

- HouseCanary's complexity score

("HouseCanary Trade Secrets.")

100.   Given the importance of the confidential information to HouseCanary, it was maintained with the highest degree of security pursuant to the company's robust policies. HouseCanary mandated that its customers enter into an NDA before providing them with any confidential or trade secret information – and TSI/Amrock did enter into such an NDA which also bound Defendants. The NDA includes requirements that the licensee not reverse-engineer HouseCanary products, data, or analytics in any way or use them beyond the scope of the NDA.

101.   The NDA TSI/Amrock signed promised that it would "not use the Confidential Information for a purpose other than for the stated Purpose of the Disclosure; and will not copy such information for a purpose other than for the stated Purpose of the Disclosure." NDA Section II(2)(A)(i). The NDA section II(2)(A)(v) requires TSI/Amrock "not to disassemble or decompile software, or otherwise attempt to reverse engineer the design and function of any of the Confidential Information, nor will it develop, manufacture, produce, and/or distribute any

software product or business derived from or which otherwise uses any of the Confidential Information."

102.   Defendants hid their conduct from HouseCanary. As a result, in the event that any of the claims or causes of action brought by HouseCanary herein or yet to be brought herein are subject to an affirmative defense under a statute of limitations, the doctrines of fraudulent concealment and/or the discovery rule and/or equitable tolling are asserted and should be applied to toll the accrual of such claims or causes of action.

103.   Quicken Loans is also liable for TSI/Amrock's breach of the Amended MSLA, as found by a jury in San Antonio, because TSI/Amrock has been operated as a mere tool or business conduit of Quicken Loans.

104.   Specifically, Quicken Loans controls TSI/Amrock so that holding TSI/Amrock solely liable for its debts would result in an injustice. Quicken Loans and TSI/Amrock share legal counsel, and comingle their funds in general and more specifically for paying for valuation services such as those provided by HouseCanary.

105.   Quicken Loans caused TSI/Amrock to enter into agreements with HouseCanary, and to make fraudulent statements to HouseCanary, so that Quicken Loans, through Title Source as a conduit, could gain access to HouseCanary's trade secrets. Allowing Quicken Loans to hide behind the fiction of Title Source/TSI/Amrock would protect fraud by Quicken Loans and justify a wrong.

COMPLAINT

SECOND CAUSE OF ACTION
(Misappropriation of Trade Secrets Under the Defend Trade Secrets Act of 2016) (18. U.S.C. § 1836(b)(1))
(Against All Defendants)

106.   Plaintiff realleges and incorporates by reference paragraphs 1 through 105 as if fully alleged herein.

107.   While working with its affiliate TSI/Amrock, Defendant Quicken Loans obtained access to Plaintiff HouseCanary's Trade Secrets.

108.   HouseCanary developed at great expense and owns the HouseCanary Trade Secret Information.   HouseCanary has kept confidential for use by the company the HouseCanary Trade Secret Information, which is information not generally known in the industry or publicly.

109.   The HouseCanary Trade Secret Information obtained by Defendant is related to Plaintiff's trade secrets and inventions that are used in or intended for use in interstate commerce.

110.   HouseCanary has taken reasonable steps as part of its ongoing operations to maintain the confidential nature of this information. For example, all HouseCanary employees and customers are subject to confidentiality agreements.   HouseCanary documents are maintained on an internal system, and HouseCanary personnel are directed to work on HouseCanary-provided computers.

111.   Based on the trial testimony of TSI/Amrock CEO Jeffrey Eisenshtadt, Defendant Quicken Loans has used and is continuing to use HouseCanary's Trade Secret Information. In doing so, Defendant is maliciously and willfully using misappropriated confidential, proprietary, and trade secret information to its own advantage in competition with Plaintiff.   Based on information and belief, Quicken Loans has shared the misappropriated trade secrets with other

members of the Quicken Loans FOC, including Defendants In-House Realty and One Reverse Mortgage.

112.   As a result of Defendants' misappropriation and use of the confidential, proprietary, and trade secret information, Defendants have violated the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836(b)(1).

113.   As a direct and proximate result of Defendants' violation of the Defend Trade Secrets Act of 2016, Plaintiff has sustained substantial damages in an amount that will be established at trial of this matter.

114.   Defendants' actions in converting and misappropriating Plaintiff's confidential, proprietary, and trade secret information for Defendants' own gain were willful, wanton, and malicious, and were taken with reckless disregard for the rights of Plaintiff.

115.   Defendants' actions have caused and will continue to cause Plaintiff irreparable harm if not preliminarily and permanently enjoined.

116.   Plaintiff has no adequate remedy at law.

117.   Quicken Loans is also liable for TSI/Amrock's breach of the Amended MSLA, as found by a jury in San Antonio, because TSI/Amrock has been operated as a mere tool or business conduit of Quicken Loans.

118.   Specifically, Quicken Loans controls TSI/Amrock so that holding TSI/Amrock solely liable for its debts would result in an injustice. Quicken Loans and TSI/Amrock share legal counsel, and comingle their funds in general and more specifically for paying for valuation services such as those provided by HouseCanary.

119.   Quicken Loans caused TSI/Amrock to enter into agreements with HouseCanary, and to make fraudulent statements to HouseCanary, so that Quicken Loans, through Title Source

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as a conduit, could gain access to HouseCanary's trade secrets. Allowing Quicken Loans to hide

behind the fiction of Title Source/TSI/Amrock would protect fraud by Quicken Loans and justify

a wrong.

THIRD CAUSE OF ACTION
(Joint Enterprise Liability for Misappropriation of Trade Secrets)
(Against All Defendants)

120.   HouseCanary hereby realleges and incorporates by reference the allegations

contained in paragraphs 1 through 119 as though fully set forth herein.

121.   TSI/Amrock, Quicken Loans, One Reverse Mortgage, and In-House Realty have

an express agreement to share services, including valuation services and legal services.

122.   In early 2015, TSI/Amrock and Defendants agreed that the FOC would benefit

from having internal valuation models that they could use internally and market to outside

clients, rather than continuing to use third party services.

123.   TSI/Amrock and Defendants, recognizing that they did not have the resources to

efficiently develop internal valuation models, agreed to contract with HouseCanary for its

innovative valuation models and data, and use those models and data to develop the internal

products for use by the FOC, on a shorter timeline. In other words, Defendants and TSI/Amrock

agreed to misappropriate HouseCanary's trade secrets.

124.   TSI/Amrock and Defendants jointly carried out this plan through two contracts

with HouseCanary, as well as numerous meetings over the course of the TSI/Amrock-

HouseCanary relationship, during which Quicken Loans and In-House Realty requested

additional data and proprietary information from HouseCanary, pursuant to an NDA that bound

all Defendants.

125.   Behind the scenes, TSI/Amrock's and Quicken Loans' data science teams were working to reverse engineer HouseCanary's models (in particular its AVM) and develop competing products. TSI/Amrock and Quicken Loans merged their data science teams in furtherance of this end.

126.   It was widely recognized across the FOC that the entire FOC would benefit financially from developing an AVM using HouseCanary's models and data.

127.   Quicken Loans and In-House Realty had at least an equal voice in the development and implementation of this plan. Specifically, individuals at Quicken Loans and In-House Realty directed TSI/Amrock on the scope of the agreement with HouseCanary, and what information and data was needed from HouseCanary. Quicken Loans and In-House Realty also directly communicated certain requests to HouseCanary in meetings during the relationship.

128.   The purpose and effect of this agreement between TSI/Amrock and Defendants was to misappropriate HouseCanary's trade secrets, in violation of state and federal trade secret law, and the NDA between HouseCanary, TSI/Amrock, and any TSI/Amrock affiliate.

FOURTH CAUSE OF ACTION
(Conspiracy to Misappropriate Trade Secrets)
(Against All Defendants)

129.   HouseCanary hereby realleges and incorporates by reference the allegations contained in paragraphs 1 through 128 as though fully set forth herein.

130.   In early 2015, TSI/Amrock and Defendants agreed that the FOC would benefit from having internal valuation models that they could use internally and market to outside clients, rather than continuing to use third party services.

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131. TSI/Amrock and Defendants, recognizing that they did not have the resources to efficiently develop internal valuation models, agreed to misappropriate HouseCanary's trade secrets.

132. Specifically, TSI/Amrock and Defendants agreed that TSI/Amrock would enter into a contract with HouseCanary to license its innovative valuation models and data, and pay for only limited rights of use by TSI/Amrock, Quicken Loans and One Reverse Mortgage. Secretly, however, TSI/Amrock used those models and data to develop the internal products for use by the FOC, on a shorter timeline – a purpose expressly forbidden by the contract and the NDA incorporated therein.

133. Behind the scenes, TSI/Amrock's and Quicken Loans' data science teams were working to reverse engineer HouseCanary's models (in particular its AVM) and develop competing products. TSI/Amrock and Quicken Loans merged their data science teams in furtherance of this end.

134. As a result of the unlawful conduct of TSI/Amrock and Defendants in using HouseCanary's confidential information for unlawful purposes Plaintiff incurred substantial damages in an amount that will be established at trial of this matter.

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FIFTH CAUSE OF ACTION
(Breach of Contract: Breach of the MSLA)
(Against All Defendants)

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135. HouseCanary hereby realleges and incorporates by reference the allegations contained in paragraphs 1 through 134 as though fully set forth herein.

136. HouseCanary and TSI/Amrock entered into a valid, binding contract when they executed the MSLA in January 2015. HouseCanary performed under the MSLA by sharing its confidential information with the defendants and abiding by the terms of the MSLA.

137.   The MSLA incorporated by reference a valid, binding Non-Disclosure Agreement, executed by HouseCanary and TSI/Amrock in December 2013. The NDA expressly bound all of TSI/Amrock's affiliates to the extent they received any of HouseCanary's confidential information.

138.   HouseCanary performed under the NDA by sharing its confidential information with the defendants and abiding by the terms of the NDA.

139.   The Defendants materially breached the MSLA, which incorporated the NDA, by using the confidential information given to them by HouseCanary for their own purposes, as detailed above. Defendants did so with knowledge of the confidentiality terms of the MSLA, incorporating the NDA.

140.   Quicken Loans is also liable for TSI/Amrock's breach of the MSLA, as found by a jury in San Antonio, because TSI/Amrock has been operated as a mere tool or business conduit of Quicken Loans.

141.   Specifically, Quicken Loans controls TSI/Amrock so that holding TSI/Amrock solely liable for its debts would result in an injustice. Quicken Loans and TSI/Amrock share legal counsel, and comingle their funds in general and more specifically for paying for valuation services such as those provided by HouseCanary.

142.   Quicken Loans caused TSI/Amrock to enter into agreements with HouseCanary, and to make fraudulent statements to HouseCanary, so that Quicken Loans, through Title Source as a conduit, could gain access to HouseCanary's trade secrets. Allowing Quicken Loans to hide behind the fiction of Title Source/TSI/Amrock would protect fraud by Quicken Loans and justify a wrong.

143.   Defendants' use of HouseCanary's confidential information for their own

purposes has caused Plaintiff substantial damages in an amount that will be established at trial of

this matter.

<div align="center">

SIXTH CAUSE OF ACTION
(Breach of Contract: Breach of the Amended MSLA)
(Against All Defendants)

</div>

144.   HouseCanary hereby realleges and incorporates by reference the allegations

contained in paragraphs 1 through 143 as though fully set forth herein.

145.   HouseCanary and TSI/Amrock entered into a valid, binding contract when they

executed the Amended MSLA in November 2015. HouseCanary performed under the Amended

MSLA by sharing its confidential information with the defendants and abiding by the terms of

the Amended MSLA.

146.   The Amended MSLA incorporated by reference a valid, binding Non-Disclosure

Act, executed by HouseCanary and TSI/Amrock in December 2013. The NDA expressly bound

all of TSI/Amrock's affiliates to the extent they received any of HouseCanary's confidential

information.

147.   In addition, Defendants Quicken Loans and One Reverse Mortgage are named

third-party beneficiaries to the Amended MSLA. At all times Quicken Loans and One-Reverse

Mortgage were aware of and subject to the confidentiality provisions of the Amended MSLA,

including but not limited to the terms of the NDA expressly binding all Defendants, and the

additional confidentiality restrictions contained in the Amended MSLA.

148.   The defendants materially breached the Amended MSLA by using the

confidential information given to them by HouseCanary for their own purposes, as detailed

above in violation of the NDA, incorporated into the Amended MSLA, and in violation of the

<div align="center">COMPLAINT</div>

terms of the Amended MSLA itself – which bound the third-party beneficiaries Quicken Loans and One Reverse Mortgage. Defendants did so with knowledge of the confidentiality terms of the Amended MSLA.

149.   Quicken Loans is also liable for TSI/Amrock's breach of the Amended MSLA, as found by a jury in San Antonio, because TSI/Amrock has been operated as a mere tool or business conduit of Quicken Loans.

150.   Specifically, Quicken Loans controls TSI/Amrock so that holding TSI/Amrock solely liable for its debts would result in an injustice. Quicken Loans and TSI/Amrock share legal counsel, and comingle their funds in general and more specifically for paying for valuation services such as those provided by HouseCanary.

151.   Quicken Loans caused TSI/Amrock to enter into agreements with HouseCanary, and to make fraudulent statements to HouseCanary, so that Quicken Loans, through Title Source as a conduit, could gain access to HouseCanary's trade secrets. Allowing Quicken Loans to hide behind the fiction of Title Source/TSI/Amrock would protect fraud by Quicken Loans and justify a wrong.

152.   Defendants' use of HouseCanary's confidential information for their own purposes has caused Plaintiff substantial damages in an amount that will be established at trial of this matter.

SEVENTH CAUSE OF ACTION
(Conspiracy to Commit Fraud and Fraudulent Inducement)
(Against All Defendants)

153.   HouseCanary hereby realleges and incorporates by reference the allegations contained in paragraphs 1 through 152 as though fully set forth herein.

COMPLAINT

154.   TSI/Amrock, Quicken Loans, In-House Realty, and One Reverse Mortgage had the objective of obtaining the most accurate data and valuation models to use freely within the FOC and to market to third parties as Quicken Loans' own internal products.

155.   However, TSI/Amrock and Defendants did not have the necessary resources (time or talent) to develop accurate valuation models, or acquire the best data efficiently – to do so would have taken years, and Quicken Loans and TSI/Amrock wanted to rebrand as a data company immediately.

156.   In order to achieve Defendants' (and TSI/Amrock's) shared objective, they agreed that TSI/Amrock and Quicken Loans would acquire HouseCanary's data and valuation models and use them and market them as TSI/Amrock's own property for use by the FOC and third parties.

157.   In furtherance of that goal, Quicken Loans directed TSI/Amrock to enter into a licensing agreement with HouseCanary to license its data and innovative valuation models, including HouseCanary's Automated Valuation Model ("AVM").

158.   In order to obtain a license to HouseCanary's intellectual property, TSI/Amrock made numerous false representations: (1) it signed an NDA stating that neither it nor its affiliates (Defendants) would not *disassemble or decompile software, or otherwise attempt to reverse engineer* … the Confidential Information, nor … *develop,* … any *software product or business derived from or which otherwise uses any of the Confidential Information*; (2) it made verbal representations that TSI/Amrock and Quicken Loans were not in the business of creating their own valuation models.

COMPLAINT

159.   TSI/Amrock made these representations knowing that it intended to reverse engineer HouseCanary's models, warehouse HouseCanary's data, and use it to create an internal valuation model for the FOC.

160.   TSI/Amrock made these representations intending that HouseCanary would rely on them, and knowing that without them, HouseCanary would not agree to a licensing agreement, and would not provide confidential information about its models to TSI/Amrock, Quicken Loans, In-House Realty or One Reverse Mortgage. Furthermore, TSI/Amrock made these representations in furtherance of Defendants' shared goal of obtaining this confidential information.

161.   HouseCanary justifiably relied on TSI/Amrock's representations about how it, and its affiliates, the Defendants would use HouseCanary's confidential information. HouseCanary was injured when it made its confidential information available to TSI/Amrock, Quicken Loans, In-House Realty and One Reverse Mortgage, and that information was misappropriated for the benefit of the FOC.

162.   In addition, throughout the term of the MSLA and Amended MSLA Quicken Loans and In-House Realty continued to meet and communicate with HouseCanary and obtain access to its confidential information, under the guise of wanting to enter into an additional agreement to license HouseCanary' data and valuation models beyond the scope of the Amended MSLA. In truth, Defendants had no intention of entering into any additional agreement or paying HouseCanary more for expanded rights. To the contrary, Defendants intended to terminate the TSI/Amrock agreement as soon as they had what they needed.

COMPLAINT

163.   Defendants' use of HouseCanary's confidential information, unlawfully obtained by TSI/Amrock, Quicken Loans, and In-House Realty, for their own purposes has caused Plaintiff substantial damages in an amount that will be established at trial of this matter.

164.   Quicken Loans is also liable for TSI/Amrock's individual fraud and fraudulent inducement, as found by a jury in San Antonio, because TSI/Amrock has been operated as a mere tool or business conduit of Quicken Loans.

165.   Specifically, Quicken Loans controls TSI/Amrock so that holding TSI/Amrock solely liable for its debts would result in an injustice. Quicken Loans and TSI/Amrock share legal counsel, and comingle their funds in general and, more specifically for paying for valuation services such as those provided by HouseCanary.

166.   Quicken Loans caused TSI/Amrock to enter into agreements with HouseCanary, and to make fraudulent statements to HouseCanary, so that Quicken Loans, through Title Source as a conduit, could gain access to HouseCanary's trade secrets. Allowing Quicken Loans to hide behind the fiction of Title Source/TSI/Amrock would protect fraud by Quicken Loans and justify a wrong.

PRAYER FOR RELIEF

WHEREFORE, HouseCanary prays for judgment against Quicken Loans Inc., One Reverse Mortgage and In-House Realty as follows:

1.   Compensatory damages, plus interest and prejudgment interest in an amount to be determined at trial;

2.   Other economic and consequential damages in an amount to be determined at trial;

COMPLAINT

3.   Preliminary and permanent injunctive relief to prevent use by the Defendants of any trade secrets belonging to HouseCanary in any way, including in developing, designing or machine training any real estate appraiser or analytic technology or products;

4.   Preliminary and permanent injunctive relief to prevent use by the Defendants of any trade secrets belonging to HouseCanary;

5.   Preliminary and permanent injunctive relief to prevent use by the Defendants of AVMs, appraisal softwares or any valuation models derived directly or indirectly through use of HouseCanary trade secrets;

6.   Restitution of all profits made by Defendants, in the past and future, as a result of having engaged in the wrongful conduct which has or will damage Plaintiff;

7.   Attorneys' fees, witness fees and the costs of the litigation incurred by HouseCanary in an amount to be determined at trial;

8.   For the costs of the suit incurred herein; and

9.   For such other and further relief as the Court deems just and proper.

COMPLAINT

DATED: May 25, 2018.

        Respectfully submitted,

        /s/ Max L. Tribble, Jr.
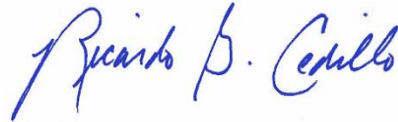
        Max L. Tribble, Jr.
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        Facsimile: (212) 336-8340
        ebarron@susmangodfrey.com

        * pending admission pro hac vice*

COMPLAINT

Ricardo G. Cedillo

_____

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755 E. Mulberry Ave., Suite 500
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Telephone: (210) 822-6666
Facsimile: (210) 822-1151
rcedillo@lawdcm.com

ATTORNEYS FOR PLAINTIFF
HOUSECANARY, INC.

EXHIBIT A

MASTER SOFTWARE LICENSE AGREEMENT

THIS MASTER SOFTWARE LICENSE AGREEMENT (this "**Agreement**") is entered into effective as of January 29, 2015 (the "**Effective Date**"), by and between **Canary Analytics, Inc.**, a Delaware corporation, located at 17806 IH 10, Suite 300, San Antonio, Texas 78257 ("**Company**"), and Title Source, Inc., a Michigan corporation, located at 662 Woodward Avenue, Detroit, MI 48226 ("**Licensee**"). Company and Licensee may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."
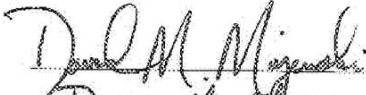
BACKGROUND

A. Company (together with its Affiliates) is a developer and licensor of certain real estate analytics technologies and services, and in particular its proprietary software application known as HouseCanary Appraiser, the specifications for which are further set forth in Exhibit B attached hereto (such proprietary software application, in object code only, shall be referred to herein as the "**Licensed Software**").

B. Licensee desires to use and evaluate the Licensed Software for a period of up to one hundred twenty (120) days (the "**Evaluation Period**"), and Company has agreed to make the Licensed Software available to Licensee for such purposes.

C. Upon successful completion of the Evaluation Period, which shall be determined in Licensee's sole discretion, the Parties desire for Licensee to (i) receive the rights to use the Licensed Software for its internal or external purposes, and (ii) allow each of its Appraisers to license and use the Licensed Software for purposes of delivering Appraisals to Licensee.

NOW THEREFORE, the Parties hereto have executed this Agreement as of the Effective Date, signed by the duly authorized representatives of the Parties.

CANARY ANALYTICS, INC.   TITLE SOURCE, INC.

Signature: _____   _____

Name typed: ___Jeremy D. Sicklick_____   __DAVID M. MAJEWSKI__

Title: ___CEO & Co-Founder____   __V.P. Business Development__

This Agreement incorporates the following Exhibits by this reference:

A. Standard Terms and Conditions
B. Licensed Software Specifications
C. Support Services
D. NDA

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1.   DEFINITIONS

1.1 In addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

"**Appraisal**" means each completed real estate appraisal report produced by or through, or derived from, or with the assistance of, the Licensed Software by an Appraiser. For the avoidance of doubt, Appraisals shall only include those completed real estate appraisal reports produced by or through, or derived from, or with the assistance of, the Licensed Software as a result of this Agreement.

"**Appraisal Data**" means any and all statistics, information and data generated or received by Company on or through, or with the assistance of, the Licensed Software or arising as a result of the use by Licensee or any given Appraiser of the Licensed Software, including, without limitation, all measurements, interior and exterior photos of residential properties that are the subject of a given Appraisal, photos of comparable residential properties, and all specific characteristics and related factual or subjective data of or relating to subject properties (including, without limitation, square footage, location characteristics, and other property information arising from the Appraisal or the use of the Licensed Software).

"**Appraiser**" means an employee or independent contractor of Licensee that is contracted or directed by Licensee to deliver residential real estate appraisals for or in connection with Licensee's lending practices and procedures.

"**Company Data**" means any and all statistics, information and data generated by Company or arising as a result of the use by Company and/or the Licensed Software of any information accessible by Company from any public or private source, but expressly excluding the Appraisal Data.

"**Company Intellectual Property**" means all the Licensed Software, the Company Marks, all software source code and object code embodied in the Licensed Software and any and all component parts thereof, any and all documentation relating to the Licensed Software, the Appraisals, the Appraisal Data, the Company Data and all copyrights, trade secrets, patents, trademarks, service marks, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property and proprietary rights therein or arising therefrom, as they may exist now and/or hereafter come into existence, and all renewals and extensions thereof. The Company Intellectual Property includes, without limitation, Company's knowledge of business principles, and those analytical concepts, approaches, methodologies, models, algorithms, processes, discoveries, ideas, and formats developed by Company in the course of its

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work for other parties, or during its own research or research with others, as well as all databases therein.

"**Company Marks**" shall mean those trademarks, service marks, logos and other distinctive brand features of Company or its Affiliates as designated by Company from time to time.

"**Control, Controlling and Controlled**" means, with respect to any Person, the possession, directly or indirectly, of the affirmative power to direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, partnership interests or other ownership interests, by contract, by membership or involvement in the board of directors or other management structure of such Person, or otherwise.

"**Covered Appraisal**" means an Appraisal applicable to a residential property within a territory that is covered by any multiple listing service licensed by Company.

"**Improvement**" means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment, condensation or expansion to or arising from the Company Intellectual Property or Licensee Intellectual Property, or any other form in which the Company Intellectual Property or Licensee Intellectual Property or any part thereof, may be recast, transformed, or adapted.

"**Licensee Intellectual Property**" means all software source code and object code of Licensee and any and all component parts thereof, any and all documentation relating thereto, and all copyrights, trade secrets, patents, trademarks, service marks, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property and proprietary rights therein or arising therefrom, as they may exist now and/or hereafter come into existence, and all renewals and extensions thereof.

"**Non-Covered Appraisal**" means an Appraisal applicable to a residential property within a territory that is not covered by any multiple listing service licensed by Company.

"**Person**" means any individual, company (whether general or limited), limited liability company, corporation, trust, estate, association, nominee or other entity.

2.   GRANT OF RIGHTS

2.1 Evaluation License. Subject to the terms and conditions of this Agreement, Company grants to Licensee a non-exclusive license during the Evaluation Period and in the Territory to (i) use the Licensed Software, in object code only, for its internal purposes and for purposes of evaluating the same, and (ii) permit its Appraisers to use the Licensed Software, in object code only, for purposes of evaluating the same.

2.2 Limited License. Subject to the terms and conditions of this Agreement, Company grants to Licensee a non-exclusive license during the License Term and in the Territory to (i) use the Licensed Software, in object code only, for its internal purposes, and (ii) make the Licensed

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Software available for use by its Appraisers.

2.3 Appraisal License. Subject to the terms and conditions of this Agreement, Company grants to Licensee a non-exclusive, transferable, sublicensable, perpetual, irrevocable right and license in the Territory to distribute, disclose, copy, reproduce, display, make available, transmit, transfer, assign, sublicense, provide access to, use, rent or sell, directly or indirectly (including in electronic form), in any and all mediums and for any purpose, all Appraisals received as a result of this Agreement or the Licensed Software.

2.4 Restrictions on License. Unless otherwise agreed by the Parties in writing, the rights in Sections 2.1 and 2.2 are subject to the following restrictions:

(i)   Licensee may not sell, lease, sublicense, distribute, copy, transfer, assign or disclose the Licensed Software to any person, firm or entity, except to its Appraisers as specifically permitted in this Agreement;

(ii)   Licensee may not modify, alter, adapt or customize the Licensed Software in any manner, for any purpose; and

(iii)   Licensee may not decompile, disassemble, reverse translate, reverse engineer or otherwise attempt to discover or directly access the source code of the Licensed Software or any component or portion thereof.

2.5 Reservation of Rights. Company hereby expressly reserves unto itself all rights not granted in this Agreement. Nothing in this Agreement shall be construed as granting Licensee the right to use any of the Company Marks.

3.   INTEGRATION

3.1 Integration. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts to develop APIs to integrate the Licensed Software with Licensee's transaction management systems so as to allow the Licensed Software to receive Appraisal assignments.

4.   STORAGE; DELIVERY; SUPPORT SERVICES.

4.1 Storage. Company shall retain and store all Appraisals for a period of not less than five (5) years following the delivery thereof to Licensee. Company shall use its reasonable efforts to implement, or to cause its third party service providers to implement, security measures that are customary in the real estate industry for the retention and storage of personally identifiable consumer information collected thereby, if any, as set forth in Title V of the Gramm-Leach Bliley Act. Appraisals shall be accessible to Licensee upon request to Company by Licensee, as may be agreed in writing from time to time by the Parties.

4.2 Delivery. Company shall deliver each Appraisal in PDF electronic file format and via XML data feed to a Licensee recipient address mutually agreed by the Parties. Each Appraisal

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shall be made available to Licensee immediately following an Appraiser's submission thereof through the Licensed Software.

4.3 <u>Maintenance and Support</u>. Company will provide maintenance and support services (the "**Support Services**") according to the terms and conditions of <u>Exhibit E</u> of this Agreement.

4.4 <u>Initial and On Going Due Diligence</u>. Company represents, warrants, and covenants that: a) it has implemented and effectively maintains appropriate policies, procedures, internal controls, and employee training materials ("Compliance Program") to comply with all applicable laws; b) it regularly conducts and documents the training of its employees concerning all relevant applicable laws and Licensee requirements (as communicated in writing by Licensee to Company from time to time); and c) it conducts routine, independent third-party audits and examinations ("Audits") covering its Compliance Program. Company agrees to provide Licensee with reports of Compliance Program Audits within 30 days from the issuance of any Audit report or as reasonably requested by Licensee from time to time in writing. Such audits may include SOC 1/ SOC 2/ SOC 3 reports, as and to the extent applicable. Company shall timely resolve all Audit findings by implementing appropriate corrective measures with evidence of such implementation being provided to Licensee upon completion or upon reasonable request. Company further agrees to provide to Licensee all Compliance Program documentation and any subsequent changes made thereto (as it applies to the services being rendered). Failure by Company to maintain a satisfactory Compliance Program may be deemed, by Licensee, a material breach of this Agreement. Company will complete and sign Licensee's questionnaire on an annual basis (or more often if requested by Licensee, but not more often than quarterly), addressing (i) qualifications and expertise, (ii) capacity issues (including staffing levels and ability to expand workload), (iii) compensation practices and incentives, (iv) document storage and security practices, (v) relationship of the principles, and (vi) such other matters as Licensee may reasonably request. The questionnaire shall be completed, signed and returned to Licensee within sixty (60) days from Company's receipt thereof.

5.   LICENSEE OBLIGATIONS

5.1 <u>Availability to Appraisers</u>. During the License Term, Licensee shall, without limitation: make the Licensed Software available to each Appraiser delivering residential real estate appraisals and/or appraisal services to Licensee and/or its Affiliates.

5.2 <u>Terms of Use</u>. Licensee acknowledges and agrees that each individual Appraiser, whether engaged as an employee or independent contractor of Licensee, must, upon installation of the Licensed Software, agree to the standard Terms of Use and Privacy Policy of the Licensed Software.

5.3 <u>Unauthorized use</u>. Licensee shall promptly notify Company if it becomes aware of any illegal or unauthorized use of any part of Company Intellectual Property, including any use of the Company Marks, and shall reasonably assist Company in taking all steps necessary to defend Company's rights therein.

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6.   OWNERSHIP OF LICENSED SOFTWARE AND OTHER INTELLECTUAL PROPERTY

6.1 Ownership. As between Company and Licensee, Company exclusively owns and at all times retains all right, title and interest in and to the Company Intellectual Property. Licensee will not claim for itself or for any third parties any rights, title, interest or licenses to the Company Intellectual Property, except for the licenses expressly set forth herein. Licensee shall execute such reasonably requested documents, reasonably render such assistance, and take such other actions as may be reasonably requested by Company when necessary to apply for, register, perfect, confirm and protect any rights in its intellectual property described in this Section. As between Company and Licensee, Licensee exclusively owns and at all times retains all right, title and interest in and to the Licensee Intellectual Property. Company will not claim for itself or for any third parties any rights, title, interest or licenses to the Licensee Intellectual Property. Company shall execute such reasonably requested documents, reasonably render such assistance, and take such other actions as may be reasonably requested by Licensee when necessary to apply for, register, perfect, confirm and protect any rights in its intellectual property described in this Section.

6.2 Ownership of Improvements. Company shall, at all times, exclusively own all right, title, and interest in and to any Improvement to any Company Intellectual Property. Licensee shall, at all times, exclusively own all right, title, and interest in and to any Improvement to any Licensee Intellectual Property. The Parties acknowledge and agree that no joint development shall be conducted hereunder unless otherwise agreed by the Parties in a separate writing.

6.3 Notices.   Licensee will not intentionally remove, alter, destroy or distort any proprietary, trademark or copyright markings or notices on or contained within the Licensed Software, or any related materials or documentation provided by Company.

7.   LICENSE FEES

7.1 License Fee. As consideration of the grant to Licensee of the license rights granted hereunder, Licensee will pay Company a license fee (the "**License Fee**") during the Term (excluding the Evaluation Period) as follows: (i) for each Covered Appraisal submitted through the Licensed Software, Licensee will pay to Company a fixed fee equal to $30.00; and (ii) for each Non-Covered Appraisal submitted through the Licensed Software, Licensee will pay to Company a fixed fee equal to $20.00. The License Fee is based on actual usage and there is no minimum number of submissions of Covered Appraisals through the Licensed Software.

7.2 Reports and Payments.   Within fifteen (15) days following the end of each calendar month, Company will furnish to Licensee a written monthly report (each, a "**Monthly Report**") setting forth (i) the number of Appraisals submitted through the Licensed Software during the immediately preceding calendar month, and (ii) the aggregate Licensee Fee due and owing to Company (calculated as the Licensee Fee multiplied by the number of Appraisals submitted through the Licensed Software during such calendar month) (the "**Aggregate Fee**"). Within forty-five (45) days of its receipt of an undisputed Monthly Report with respect to a given calendar

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month, Licensee shall deliver the undisputed amount of the Aggregate Fee to Company with respect to such calendar month, by company check or wire transfer of immediately available funds to an account designated by Company in writing or as otherwise agreed to by the Parties.

7.3 Delinquent Payments. Any undisputed payments not received when due will be considered delinquent and may be subject to interest accrual at a rate of one percent (1%) per month or the highest amount allowed by law, whichever is lower. Interest on delinquent undisputed payments will accrue from the date due until paid.

8.   CONFIDENTIALITY

8.1   The Non-Disclosure Agreement ("NDA") executed on _December 6_,2013 attached to this Agreement as Exhibit D is hereby incorporated by reference and shall be made coterminous. In the event of a conflict between the terms of this Agreement and the NDA, the more stringent terms shall prevail.

9.   REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that it has the right and authority to enter into this Agreement and to perform all of its respective obligations and undertakings and to grant the rights set forth herein, including, without limitation. Each Party further represents and warrants to the other that (i) it is validly existing and in good standing under the laws of the jurisdiction of its organization, and (ii) the execution, delivery and performance of this Agreement does not and shall not conflict with or violate any organizational documents of such Party or the terms of any agreement between it and a third party.

9.2 Company Representations and Warranties. Without limiting the generality of Section 9.1 above, Company represents and warrants to Licensee that: (i) to the best of Company's knowledge, the Company Intellectual Property does not infringe the copyrights, trademarks, trade dress or patents in the Territory of any third party; (ii) the Company shall provide to Licensee and Appraisers adequate training on the use of the Licensed Software; (iii) when initially made available by Company to Licensee or any Appraiser, the Licensed Software shall be free from viruses and any malicious code; (iv) except for planned downtime, Licensee will use best efforts to cause the Licensed Software to maintain the System Availability set forth in Exhibit C; and (v) the Company complies with all applicable laws, statutes, rules, regulations (including the Gramm-Leach-Bliley Act), ordinances and tariffs of all governmental authorities applicable to it or its business, assets or operations.

9.3 Disclaimer of Warranties.

(i)   THE WARRANTIES SET FORTH HEREIN ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE RESPECTIVE PARTIES. THE PARTIES EXPRESSLY DISCLAIM, AND HEREBY EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, COMPANY PROVIDES AND LICENSEE ACCEPTS THE LICENSED SOFTWARE AND SUPPORT SERVICES "AS IS" WITHOUT ANY OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY.

      (ii)   WITH RESPECT TO THE COMPANY SPECIFICALLY, THE LICENSEE ACKNOWLEDGES AND AGREES AS TO THE FOLLOWING:

      (a) The appraisal, market information, indexes, scores and other information contained in Appraisals derived from the Licensed Software are based upon tested methodologies for accuracy. However, the appraisal, market information, indexes, scores and other information contained in Appraisals derived from the Licensed Software are not definitive forecasts, appraisals or valuations. All Appraisals are stated in terms of probability of likelihood and based on market factors and information submitted by Appraisers, and the Appraisals are not guaranteed by Company. Company uses or has used public and/or confidential data and assumptions provided to the Company by Licensee or Appraisers or other third parties, including, without limitation, the Appraisal Data and Company Data, and the Company has not independently verified the data and assumptions used in these analyses or data sets. Changes in the underlying data or operating assumptions, or any loss of access to any one or more sources will clearly impact the analyses, conclusions and appraisals.

      (b) Except as may be expressly provided herein, Company makes no representations or warranties, express or implied, regarding the Appraisals or the information contained therein, including the recommendations or the advice given therein, and Company has no liability to Licensee, or to any third parties, relating to the use or implementation of the information contained in the Appraisals, or any action, inaction or decisions (including any lending decisions) that may be made based on the information provided in the Appraisals. Licensee agrees that any decision (including any lending decision) regarding or relating to or based on the use or implementation of any recommendation or advice contained in the Appraisals is made solely by Licensee, and its Affiliates, agents and employees, at the sole and exclusive discretion of Licensee, and its Affiliates, agents and employees. Licensee further agrees that Licensee, and its Affiliates, agents and employees shall not hold the Company or any of the parties indemnified by Licensee hereunder liable for the use or implementation, by Licensee or any other party, of the information contained in the Appraisals, or for any action, inaction or decisions (including any lending decisions) made, by Licensee or any other party, based on the information provided in the Appraisals.

10.   LIMITATION OF LIABILITY

    10.1   TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXCEPT IN CASE OF ANY INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY OF THE OTHER PARTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS OR PROFITS, OR REPLACEMENT COSTS, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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10.2 EXCEPT IN CASE OF BREACH OF CONFIDENTIALITY OR ANY INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY OF THE OTHER PARTY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY CLAIMS HEREUNDER, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, INFRINGEMENT OR ANY OTHER LEGAL THEORY, EXCEED THE LESSER OF (I) ONE MILLION DOLLARS ($1,000,000), AND (II) THE AMOUNT PAID BY LICENSEE DURING THE PREVIOUS TWELVE (12) MONTHS LEADING UP TO THE CLAIM; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE LIMITATION SET FORTH HEREIN LIMIT A PARTY'S RIGHT TO OBTAIN EQUITABLE RELIEF AGAINST THE OTHER PARTY OR LIMIT COMPANY'S RIGHT TO ANY PAYMENT OF LICENSEE FEES OR OTHER COMPENSATION PAYABLE UNDER THIS AGREEMENT.

10.3 EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 10 REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT.

11. INDEMNIFICATION; INTELLECTUAL PROPERTY INFRINGEMENT

11.1 Licensee's Indemnity: Licensee shall indemnify, defend and hold harmless the Company and its stockholders, Affiliates, officers, directors, employees, and contractors against any and all claims, damages, liabilities, charges or expenses raised against or incurred by the foregoing (including, without limitation, by any of Licensee's officers, directors, employees, contractors, Appraisers, customers, clients, suppliers or vendors (the "**Licensee Parties**")) as a result of a third party claim arising out of (i) Licensee's material breach of any of its obligations under this Agreement; (ii) any grossly negligent or tortious act, willful misconduct or willful omission by Licensee; and/or (iii) any illegal or unauthorized use of the Licensed Software by Licensee. .

11.2 Company's Indemnity: Company shall indemnify, defend and hold harmless the Licensee and its stockholders, Affiliates, officers, directors, employees, and contractors against any and all claims, damages, liabilities, charges or expenses raised against or incurred by the foregoing (including, without limitation, by any of Company's officers, directors, employees, contractors, Appraisers, customers, clients, suppliers or vendors) as a result of a claim arising out of (i) Company's breach of any of its obligations under this Agreement; and/or (ii) any grossly negligent or tortious act, willful misconduct or willful omission by Company; (iii) any violation by Company of the Gramm-Leach Bliley Act or other applicable law; or (iv) Licensee's giving notice to Appraisers, clients or other third parties of any security breach for which Company is partially or fully responsible.

11.3 Infringement Claim. If the Licensed Software becomes subject to any claim, suit, action or proceeding alleging that Licensee's use of the Licensed Software according to this Agreement's terms and conditions infringes or violates a third party's patent, copyright or trade

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secret (a "**Claim**"), or if as a result of a Claim or the settlement thereof, Licensee's use of the Licensed Software under this Agreement is prohibited or enjoined, Company will in its sole and absolute discretion: (i) obtain for Licensee the right to use the Licensed Software; (ii) modify the Licensed Software so that it becomes non-infringing but without impairing its functionality or deleting any material features; (iii) replace the Licensed Software with non-infringing software having features and functionality substantially similar to the Licensed Software and customizations acceptable to Licensee; or (iv) if the foregoing actions in clauses (i) through (iii) are not reasonably available after having used commercially reasonable efforts to cause or obtain the same, terminate this Agreement upon sixty (60) days prior written notice to Licensee.

11.4   Exclusions. Notwithstanding any other provision of this Section 11, Company will have no liability or indemnity obligations for any claim arising (i) from Licensee's alleged breach of a contractual obligation to any third party, whether express, implied or quasi contractual; or (ii) from any modifications or customizations of the Licensed Software other than by Company. .

11.5   Exclusive Remedy.   NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SECTION 11.3 STATES COMPANY'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE LICENSED SOFTWARE, WHETHER UNDER THEORY OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE.

11.6   Notice; Participation. The Party claiming indemnification pursuant to this Section 11 (the "**Indemnified Party**") shall promptly notify the other Party (the "**Indemnifying Party**") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim, and (ii) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim.

11.7   Settlement. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without prior written consent of the Indemnified Party.

12.   TERM AND TERMINATION

12.1   Term. The term of this Agreement comprises the Evaluation Period and the remainder of the Term thereafter. Upon successful completion of the Evaluation Period, which shall be determined in Licensee's sole discretion, Licensee shall provide written notice thereof to Company on or before the expiration of the Evaluation Period, and the term of this Agreement shall commence on the Effective Date and end on the one (1) year anniversary of the last day of the Evaluation Period (the "**Initial Term**"), unless terminated earlier as set forth herein. If the Licensee determines to terminate this Agreement on or before the expiration of the Evaluation Period, then it shall provide written notice thereof and the term of this Agreement shall

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commence on the Effective Date and end on the last day of the Evaluation Period (and shall accordingly expire thereon without further action required by either Party except as set forth herein). This Agreement shall automatically continue following the Initial Term in successive one (1) year terms (each an "**Extended Term**" and. with the Initial Term, the "**Term**"). unless terminated by either Party for any reason at least thirty (30) days prior to the expiration of the Initial Term or any given Extended Term, or unless otherwise terminated as permitted hereunder. The Term, not including the Evaluation Period, shall be referred to herein as the "**License Term**".

12.2   Termination for Breach.

(i)   Termination by Company.   If Licensee breaches any material term or condition of this Agreement, including, without limitation, its payment obligations hereunder, Licensee will have thirty (30) days after the delivery of written notice by Company to reasonably cure the breach. If such breach is not cured within such thirty (30) day period, or if Licensee becomes insolvent or seeks protection under any bankruptcy, receivership, trust, deed, creditor's arrangement, or comparable proceeding, or if any such proceeding is instituted against such Party and not dismissed within sixty (60) days, Company will have the right (but not the obligation) to terminate this Agreement.

(ii)   Termination by Licensee.   If Company breaches any material term or condition of this Agreement, Company will have thirty (30) days after the delivery of written notice by Licensee to reasonably cure the breach. If such breach is not cured within such thirty (30) day period, or if Company becomes insolvent or seeks protection under any bankruptcy, receivership, trust, deed, creditor's arrangement, or comparable proceeding, or if any such proceeding is instituted against such Party and not dismissed within sixty (60) days, Licensee will have the right (but not the obligation) to terminate this Agreement. Licensee may terminate this Agreement at any time for any reason without penalty following the Initial Term by providing Company sixty (60) days advanced written notice of its intent to terminate.

12.3   No compensation. Neither Party shall be entitled to any compensation (whether for the loss of distribution rights, goodwill or otherwise) as a result of the termination of this Agreement in accordance with its terms.

12.4   Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, Licensee will immediately (i) cease using the Licensed Software; (ii) except for one (1) copy for archival, legal and regulatory purposes, return to Company or destroy every copy of the Licensed Software in its possession or control; and (iii) provide Company with written certification of its compliance with the foregoing. For the avoidance of doubt, notwithstanding any expiration or termination of this Agreement, Company shall continue to be entitled to all undisputed License Fees arising under this Agreement for any period occurring prior to any expiration or termination hereof.

13.   GENERAL PROVISIONS

13.1   Arbitration; Governing Law; Venue.

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(i)   This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to the principles of conflicts of law. The Parties agree to submit to the sole and exclusive jurisdiction and venue of the state and Federal courts of the State of Texas situated in San Antonio, Texas. Each Party consents to the exercise of personal jurisdiction by such courts and waives any right to plead, claim or allege that San Antonio, Texas is an inconvenient forum.

(ii)   The foregoing shall not, however, preclude either Party from obtaining interim injunctive relief on an immediate basis from a court of competent jurisdiction pending the initiation, or outcome, of the legal or arbitration proceedings regarding an alleged breach of confidentiality obligations or infringement of intellectual property rights.

13.2   Entire Agreement. This Agreement, including the Exhibits attached hereto and incorporated by reference, constitutes the entire Agreement and understanding between the Parties and integrates all prior discussions between them related to its subject matter. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each Party.

13.3   Assignment. This Agreement may not be assigned by either Party to any other Person without the express written approval of the other Party and any attempt at assignment in violation of this Section shall be null and void. Notwithstanding the foregoing, Company may assign this Agreement without such consent to (i) any Affiliate, or (ii) to any third party in the event of a merger, reorganization or sale of all or substantially all of Company's assets or voting securities.

13.4   Notices. All legal notices required or permitted hereunder shall be given in writing addressed to the respective Parties as set forth below and shall either be (i) personally delivered, (ii) transmitted by postage prepaid certified mail, return receipt requested, or (iii) transmitted by nationally recognized private express courier, and shall be deemed to have been given on the date of receipt if delivered personally, three (3) days after deposit in mail if delivered by mail, or on the date of receipt if delivered by express courier. Either Party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Section 13.4. The addresses for the Parties are as follows:

To Licensee: Title Source, Inc. d/b/a TSI Appraisal
                      662 Woodward Avenue
                      Detroit, MI 48226
                      Attn: Jordan Petkovski
                      w/ CC: Renee Alberty
                      Telephone: 313-877-1000
                      Fax: N/A

To Company: Canary Analytics, Inc.
                      17806 IH 10, Suite 300
                      San Antonio, TX 78257
                      Attn: CEO

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Telephone:
Fax:

13.5   Waiver. The waiver, express or implied, by either Party of any breach of this Agreement by the other Party will not waive any subsequent breach by such Party of the same or a different kind.

13.6   Independent Contractors. The Parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in this Agreement shall be interpreted as constituting either Party the joint venturer, employee or partner of the other Party or as conferring upon either Party the power of authority to bind the other Party in any transaction with third parties. Notwithstanding the foregoing, all services provided must be performed in the United States unless specifically stated otherwise in a written Amendment.

13.7   Force Majeure. Except for its obligations under Section 8 hereof (Confidentiality) and except for any obligations of payment, a Party shall be temporarily relieved in the performance of its obligations under this Agreement without liability to the extent, but only to the extent, such performance is delayed or prevented by earthquake, storm, flood, fire, other acts of God, explosion, power failure, civil insurrection, acts of war or terror, or any other cause wholly beyond the control of the affected Party hereto (collectively, "Force Majeure"), provided that written notice of such Force Majeure is given by the affected Party to the other Party within twenty (20) days of such Party's becoming affected by the Force Majeure, and provided further that in the event any Force Majeure event or events continue for one or more periods of at least thirty (30) days in the aggregate during any twelve (12) month period, the other Party shall have the unilateral right to terminate this Agreement by written notice to the affected Party. Notwithstanding the forgoing, a Force Majeure does not excuse Licensor from its System Availability obligations set out in Exhibit C.

13.8   Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the other provisions of this Agreement will remain in full force and effect.

13.9   Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile or PDF copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

13.10   Third Parties. The parties confirm that unless explicitly granted herein (including within the indemnification provisions herein) their intent is not to confer any rights on any third parties by virtue of this Agreement, and accordingly any provisions of law conferring rights to third parties shall not apply to this Agreement.

13.11   Attorney's Fees. Should either Party hereto initiate a legal or administrative action or proceeding (an "Action") to enforce any of the terms or conditions of this Agreement, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs of the

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Action, including without limitation attorneys' fees and costs.

13.12   Survival.   Sections 1, 2.3, 2.4, 2.5, 4.1, 5.5, and 6 through 13 shall survive the termination or expiration of this Agreement.

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EXHIBIT B

LICENSED SOFTWARE SPECIFICATIONS

HouseCanary

Appraisal App Requirements

1. Sign up

    - Sign up links to Title Source directly or via third party integration to authenticate appraiser before allowing use of Appraisal app

2. Work management

    - Links to Licensee's transaction management systems to accept incoming appraisal assignments.

3. Market information and risk

    - Provides overview of market facts and proprietary rating system for the type of sub-market

    - Provides overview of current real estate market and drivers thereof

    - Highlights market risk and drivers thereof

4. Property details

    - Property details auto-fill from MLS data when available

    - Highlights where to focus to complete property details

    - Provides map of subject property, parcel map, FEMA flood map

5. Photos capture and indexing

    - Enables appraiser to take photos using tablet

    - Allows appraiser to caption photos to standards types

6. Measurement

    - Enables appraiser to measure and document footprint

7. Comps

    - Develop value range using broad grouping (eg. 50+ properties, or amount available) of comp sales and listings broad group of properties

    - Identifies similarity score of other properties, helps pick most similar properties

    - Provides MLS detail on comps where available

    - Map comps

    - Brings comps with recent sales to current market price using HouseCanary proprietary home price indices

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- Helps appraiser adjust comps back to subject property, with estimated value for the differences and improvements for the majority of primary adjustment types
- Identifies and flags out of range value and adjustments

8. **Property value and risk**

- Define a range of values based on potential comps brought up-to-date and adjusted via proprietary analytics
- Appraiser to identify drivers of value for property related to the property, house, neighborhood

9. **Summary of key metrics**

10. **E-sign and submit process**

- Appraiser can sign and submit directly through App

11. **Creates and delivers UCDP-ready form related to respective requirements**

- Initially Company will support only the following four forms, though additional forms, as added to the product, will also be covered under this agreement

    i. Fannie Mae form 1004

    ii. Fannie Mae form 2055

    iii. Fannie Mae form 1073

    iv. Fannie Mae form 1075

- MISMO 2.6 with GSE Extensions in XML format
- XML Addendum with all additional information that is incremental to the MISMO 2.6 standard
- PDF

12. **File management**

- Stores appraisals on an ongoing basis in Cloud for five (5) years
- Keep historical records available for download

13. **Format**

- iOS application that works on iPad tablet
- HTML 5 responsive design website that where appraiser can access and complete appraisal from computer

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EXHIBIT C

SUPPORT SERVICES

Company will use its commercially reasonable efforts to provide the following Support Services:

1. Telephone and E-mail Support. With respect to Licensee, Company will maintain a telephone support line and e-mail support account to assist Licensee in reporting errors and in providing first-line support in the use and operation of the Licensed Software to Licensee's designated personnel. With respect to Appraisers, Company will maintain an e-mail support account and online FAQ to assist Appraisers in reporting errors and in providing first-line support in the use and operation of the Licensed Software. The support account contact information shall be as follows:

    Telephone Support: 866.729.7770
    E-Mail Support: AppraiserSupport@Housecanary.com

2. System Availability. Company shall provide the below System Availability each calendar month.

    A. "System Availability" means that the Licensed Software is fully functional with 98% average uptime, as measured continuously on a calendar month basis. For these purposes, "fully functional" means that the environment and underlying service are continuously operable, available and responsive to Licensee and Appraisers without delay or malfunction.

    System Availability excludes:

    (a) downtime or degradation attributable to Scheduled Maintenance (as defined herein);

    (b) impediments affecting the path (route) travelled in accessing Company's systems except for those facilities owned, operated or maintained by Company or by a third party on behalf of Company; and

    B. Licensee shall have the right to separately test System Availability in order to ascertain and report System Availability deficiencies, provided that such testing does not adversely affect System Availability. In the event of discrepancies between Licensee's testing results and those of Company, the Parties shall establish a workgroup of individuals from both Parties and will use commercially reasonable efforts to:

    (a) ascertain the source of and reason for the discrepancy,

    (b) identify the correct measurements, and

    (c) resolve in good faith any issues pertaining to the testing methods, if applicable.

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C. In the event that, the Licensed Software does not achieve, in a given calendar month, the minimum average System Availability set forth herein, the Company will apply a discount credit towards the Aggregate Fee due and payable by Licensee for such calendar month equal to 5% of the Aggregate Fee due and payable by Licensee for such calendar month for each consecutive sixty (60) minute period below the minimum average System Availability set forth herein in which the Licensed Software is not "fully functional" (as described above).

3.   Scheduled Maintenance Windows. Licensee acknowledges that Company may reserve maintenance windows, should the need for such maintenance arise. In the event that this window will be needed in a given calendar week, Company will notify Licensee no less than three (3) calendar days prior to the window and will use its reasonable efforts to ensure that such maintenance window does not occur during normal business/appraisal hours. For each occasion in which a maintenance window does occur during normal business/appraisal hours, the Company will apply a discount credit towards the Aggregate Fee due and payable by Licensee for the calendar month in which the maintenance window occurs equal to 5% of the Aggregate Fee due and payable by Licensee for such calendar month for each consecutive sixty (60) minute period in which such maintenance window continues. If it is determined during the window that the scheduled maintenance will run over the window, Licensee will be notified as promptly as practicable and receive regular updates until the period is complete. During these scheduled maintenance periods, the Licensed Software may be unavailable to Licensee or Appraisers. Scheduled Maintenance Windows are not counted against System Availability percentages.

In the event that emergency maintenance is required and it will adversely affect Licensee's or Appraisers' use of the Licensed Software, Company will notify Licensee no less than twenty-four (24) hours prior to the emergency maintenance window. Emergency maintenance windows are not counted against System Availability percentages. For each occasion in which an Emergency maintenance window does occur during normal business/appraisal hours, the Company will apply a discount credit towards the Aggregate Fee due and payable by Licensee for the calendar month in which the Emergency maintenance window occurs equal to 0.5% of the Aggregate Fee due and payable by Licensee for such calendar month for each consecutive sixty (60) minute period in which such Emergency maintenance window continues.

4.   Error Correction. Company will use reasonable diligence to provide updates for errors reported by Licensee and/or Appraisers. Upon receipt of notice of an error by Licensee, Company, using its reasonable discretion, will assign a priority level according to the following criteria:

Priority A - An error that results in the Licensed Software being substantially nonfunctional or inoperative or that severely impacts Licensee's appraisal operations, including, but not limited to, an error that results in Appraisers being unable to use the Licensed Software.

Priority B - An error that results in a decrease in the performance of any functionality of the Licensed Software, but that does not prevent Appraisers from continuing to use the Licensed Software.

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Priority C - An error that results in the Licensed Software operating or performing other than as represented, but which does not have a material adverse impact on the performance of the Licensed Software.

Company will use commercially reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will provide a final resolution of the error, within the following time frames:

Priority Level	Correction or Work-Around
A	48 hours
B	5 business days
C	30 business days

Company will respond to a priority level A error within 2 hours, and take commercially reasonable efforts to make a correction or workaround within 48 hours. Company will respond to a priority level B error within 12 business hours, and take commercially reasonable efforts to make a correction or workaround within 5 business days.

5.   Updates. Company will provide to Licensee and its Appraisers Updates as they become generally available by Company, at no extra change, so long as all undisputed License Fees are fully paid. Licensee agrees to install, and inform its Appraisers using the Licensed Software that they need to install, all Updates within ninety (90) days of availability. Recognizing the importance of iteration during the Evaluation Period, the Licensee will use its reasonable best efforts to ensure its Appraisers are using the most recently Updated version of the Licensed Software. For purposes hereof, "Updates" shall mean minor improvements in performance of the Licensed Software or corrections of errors made to the Licensed Software.

6.   New Releases. Company will be responsible for providing technical support and correcting errors only in the most recent release of the Licensed Software, provided that Company continues to support the immediately prior release for a reasonable period sufficient to allow Licensee and its Appraisers to install the New Release, but not more than ninety (90) days after availability of the New Release.

7.   Travel Fees and Charges. If travel to Licensee's location is mutually determined to be necessary, and Licensee requests Company to travel, then Licensee will reimburse Company for reasonable travel and out-of-pocket expenses incurred in performing Support Services. Company agrees to maintain appropriate records and to submit copies of all receipts necessary to support such expenses at the intervals and in the manner prescribed by Licensee, and according to Licensee's reasonable travel and expense policies. In no event will Company incur expenses in excess of US$1,000 without Licensee's prior written approval.

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EXHIBIT D
Non-Disclosure Agreement

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EXHIBIT B

AMENDMENT NUMBER ONE TO
MASTER SOFTWARE LICENSE AGREEMENT

This AMENDMENT NUMBER ONE TO MASTER SOFTWARE LICENSE AGREEMENT (this "**Amendment**") is entered into this 11th day of November 2015 (the "**Amendment Effective Date**"), by and between **HouseCanary, Inc.** (formerly Canary Analytics, Inc.), a Delaware corporation, located at 17806 IH 10, Suite 300, San Antonio, Texas 78257 ("**Company**"), and Title Source, Inc., a Michigan corporation, located at 662 Woodward Avenue, Detroit, MI 48226 ("**Licensee**"). Company and Licensee may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties are parties to that certain Master Software License Agreement dated as of January 29, 2015 (the "**License Agreement**");

WHEREAS, the Parties desire to amend the License Agreement on the terms and conditions set forth herein; and

WHEREAS, capitalized terms used but not otherwise defined in this Amendment will have the meanings ascribed to such terms in the License Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   **Amendment of Section 1.1 of Exhibit A of the License Agreement.** Section 1.1 of the License Agreement is hereby amended to add the following definitions:

""**Hit Rate**" shall mean the percentage of those residential properties submitted to the Company by Licensee for which Company can deliver a valuation using its customary practices in the ordinary course, as measured on a national basis over any given calendar quarter (e.g., the percentage measured by dividing the number of residential properties submitted to the Company by Licensee for which Company can deliver a valuation, by the total number of residential properties submitted to the Company by Licensee).

"**Territory**" shall mean the United States.

"**Valuation Accuracy**" shall mean the mean absolute percentage error of all valuations delivered by Company, as measured on a national basis over any given calendar quarter."

2.   **Amendment and Restatement of Section 2.2 of Exhibit A of the License Agreement.** Section 2.2 of Exhibit A of the License Agreement is hereby amended and restated in its entirety to read as follows:

"2.2   Limited License. Subject to the terms and conditions of this Agreement, Company grants to Licensee a non-exclusive, non-assignable, non-sublicensable license during the License Term and in the Territory to (i) use the Licensed Software, in object code only, for its internal purposes, (ii) make the Licensed Software available for use by

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its Appraisers, (iii) the specified data and analytics in the categories summarized in Exhibit E attached hereto, for its internal purposes and the internal purposes of its Affiliates Quicken Loans Inc. and One Reverse Mortgage, (iv) make the HouseCanary Property Score available for use by appraisers, and (v) the HouseCanary Value Report in the form and as contemplated in Exhibit F attached hereto, as made available by Company from time to time, solely for Appraisal review, repurchase and mortgage insurance demand defense, and with respect to the Licensee internal valuation report currently titled the "Triple Branded Dog Food report", solely for use by direct team members and temporary employees and their representatives' direct team member purposes and internal review and the confidentiality provisions of the Agreement shall only apply to these reports to the extent that they may not be made generally available to the public, provided that Licensee will use its commercially reasonable efforts to advise all parties that the report is the confidential information of Company and should not be disseminated outside of Licensee's organization without Company's prior written consent (in all events, with such notices as shall be agreed by the Parties).

With respect to Section 2.2(iii), (A) the specified data and analytics will be made available either via the Licensed Software or via separate API or data streams made available by Company from time to time, (B) the specified data and analytics include extracts from data and analytical sources linked together, as noted in Exhibit E, (C) where available, the Licensed Software will include full MLS data including pictures, broker comments and other property details for the applicable subject properties and comparables, (D) analytical APIs may be created by the Company pursuant to reasonable requests made from time to time by Licensee, subject to the Parties mutual further agreement on the development thereof, and (E) all of the specified data and analytics provided by the Company will be deemed Company Data hereunder.

With respect to Section 2.2(iv), the contemplated report(s) will be deemed Company Data hereunder.

In the event that Company delivers any Underlying Data to Licensee, Company grants, subject to the terms and conditions of this Agreement, to Licensee and its Affiliate, Quicken Loans Inc., a non-exclusive, nontransferable, nonsublicensable, irrevocable license in the Territory to use such Underlying Data for Licensee's (i) own internal purposes, including, without limitation, in connection with strategic planning, strategic analysis, or with respect to transactions or proposed transactions concerning the investment, purchase, sale, valuation, lending with respect to, building or development of a single property or a portfolio of properties or loans, and (ii) for purposes of marketing its products and services. "**Underlying Data**" means any data or information provided, directly or indirectly, by Company to Licensee for the purpose of supporting the information contained in an Appraisal or other analytics, metrics or reports prepared for Licensee."

3.   Amendment and Restatement of Section of Exhibit A of the License Agreement.

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3.1   Section 4.1 of Exhibit A of the License Agreement is hereby amended and restated in its entirety to read as follows:

"4.1 Storage. Company shall retain and store all Appraisals for a period of not less than five (5) years following the delivery thereof to Licensee. Company shall use its reasonable efforts to implement, or cause its third party service providers to implement, security measures that are customary in the real estate industry for the retention and storage of personally identifiable consumer information collected thereby, if any, as set forth in Title V of the Gramm-Leach-Bliley Act. Appraisals shall be accessible to Licensee upon request to Company by Licensee in a form and format to be agreed from time to time by the Parties. In the event personally identifiable consumer information is actually or reasonably believed to have been acquired by an unauthorized person (a "Breach"), Company will investigate the Breach and advise (without unreasonable delay) Licensee in writing. Thereafter, Company shall cooperate with Licensee and its Affiliates and provide access to all findings relevant to a Breach."

3.2   Section 4.2 of Exhibit A of the License Agreement is hereby amended and restated in its entirety to read as follows:

"4.2 Delivery. Company shall deliver each Appraisal in PDF electronic file format and via XML data feed to a Licensee recipient address mutually agreed by the Parties. Each Appraisal shall be made available to Licensee immediately following an Appraiser's submission thereof through the Licensed Software. Company shall make the HouseCanary Value Report available via API not later than January 1, 2016. Company shall provide all technical documentation relating to the APIs made available under this Agreement (i) not later than January 1, 2016, with respect to APIs made available prior to such date, and (ii) not later than thirty (30) days following the availability of any given API, with respect to APIs made available on or after January 1, 2016."

3.3   Section 4.3 of Exhibit A of the License Agreement is hereby amended and restated in its entirety to read as follows:

"4.3 Maintenance and Support. Company will provide maintenance and support services (the "Supporting Services") according to the terms and conditions of Exhibit C of this Agreement."

3.4   A new Section 4.5 is hereby added to Exhibit A of the License Agreement to read in its entirety as follows:

"4.5. Background Screening.   With regard to Company personnel (employees, agents, contractors, etc.) whom may be onsite at Licensee's facilities at any time during the Term of the Agreement, Company will not allow any of its employees to access Licensee's Confidential Information, except to the extent that an employee needs access in order to facilitate the Services, and executes a

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written agreement with Company to comply with Company's obligations set forth in this Section, and to allow Licensee to perform a background check. Background checks will, at a minimum, include an investigation for, and review of, any state and federal convictions. The investigations above will take place in each of the following: (i) the county (or comparable political subdivision); (ii) the state; and (iii) the federal jurisdictions in which such employee has resided, currently resides, has been employed, and is currently employed, and at a minimum covers the period seven (7) years prior to said background check, but may include credit, motor vehicle, financial sanctions, and any other information deemed relevant by Licensee. If Licensee, upon review of background check results, determines in its sole discretion that a person should not have access to Licensee's Confidential Information, Licensee may give notice to Company of that determination. Company shall within 24 hours of receiving such a notice, remove such person from assignment with Licensee, and such individual shall not be reassigned to Licensee without the prior written consent of Licensee. Licensee reserves the right to prevent any person from providing any further Services for Licensee or from coming on Licensee's premises who, in Licensee's sole discretion, is objectionable to Licensee."

4.   Amendment and Restatement of Section 7.1 of Exhibit A of the License Agreement. Section 7.1 of <u>Exhibit A</u> of the License Agreement is hereby amended and restated in its entirety to read as follows:

"

By Nov 1 2015	Commencing on Jan 1 2016 ($416,667 per month)
API / user interface in place to flow information between Company and Licensee • Property score for Appraisal assignment logic and & customary pricing • HC AVM value available to QL bankers getting valuation and example comps during initial discussion	HC Value Report in place to be used for • Appraiser review • API – data feed relating to value report (licensed pursuant to Section 2.2(iv))
Licensed Software (HC Appraiser) deployed in field	HC Value Report to be used as Triple Branded Dogfood report – exclusively for Licensee team member consumption only • API – data feed relating to value report (licensed pursuant to Section 2.2(iv))

As consideration for the licenses granted hereunder, Licensee will pay Company a license fee (the "**License Fee**") during the Term, commencing on January 1, 2016, and for each calendar month thereafter over the remainder of the Term, $416,667 per calendar month. Without limiting the foregoing, with respect to the twelfth (12th) calendar month following January 1, 2016, Licensee shall pay, in addition to the Licensee Fee otherwise payable for such calendar month, an amount equal to $5,000,000, less the aggregate License Fees actually received by Company

during the twelve (12) month period following January 1, 2016 (inclusive of the Licensee Fee paid or payable for such twelfth (12th) calendar month).

     5.   **Amendment and Restatement of Section 7.2 of Exhibit A of the License Agreement.** Section 7.2 of Exhibit A of the License Agreement is hereby amended and restated in its entirety to read as follows:

> "7.2 Reports and Payments.   Within fifteen (15) days following the end of each calendar month, Company will furnish to Licensee a written monthly report (each, a "**Monthly Report**") setting forth the monthly fee due and owing based on the then applicable License Fee (the "**Aggregate Fee**"). Within forty-five (45) days of its receipt of a Monthly Report with respect to a given calendar month, Licensee shall deliver the Aggregate Fee set forth thereon to Company with respect to such calendar month, by company check or wire transfer of funds to an account designated by Company in writing or as otherwise agreed to by the Parties."

     6.   **Amendment of Section 9.2 of Exhibit A of the License Agreement.** Section 9.2 of Exhibit A of the License Agreement is hereby amended such that the existing Section 9.2 of Exhibit A shall be renumbered as Section 9.2(a), and a new Section 9.2(b) shall be added to read in its entirety as follows:

> "(b) The Company further represents and warrants that the valuations delivered by the Company in connection with Appraisals delivered via the Licensed Software and in connection with the HouseCanary Value Report will, as of the last day of any given calendar quarter during the Term, (A) possess a Hit Rate of not less than 80% percent, and (B) possess a Valuation Accuracy of not more than 15 percent (15%). If, in each of two consecutive calendar quarters during the Term, there occurs a reduction in the Hit Rate of greater than 10 percentage points (10%), and/or there a occurs a reduction in the Valuation Accuracy of greater than 3 percentage points (3%), then, as Licensee's exclusive remedy hereunder, Licensee may terminate this Agreement upon thirty (30) days prior written notice.

     7.   **Amendment of Section 12 of Exhibit A of the License Agreement.** Section 12 of Exhibit A of the License Agreement is hereby amended as follows:

     7.1   Section 12.1 of Exhibit A of the License Agreement is hereby amended to reflect that the "Initial Term" shall commence on the Effective Date of the License Agreement and continue for a period of thirty-six (36) months following January 1, 2016. Furthermore, Section 12.1 is hereby amended to reflect that the Agreement shall not automatically renew, renewal upon the same terms and conditions herein will only take place upon written request of Licensee no less than sixty (60) days prior to the end of the then current Term, and only to the extent agreed in writing by Company.

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7.2   Section 12.2(ii) of <u>Exhibit A</u> of the License Agreement is hereby amended and restated in its entirety to read as follows: "(ii) <u>Termination by Licensee</u>. If Company breaches any material term or condition of this Agreement, Company will have thirty (30) days after the delivery of written notice by Licensee to reasonably cure the breach. If such breach is not cured within such thirty (30) day period, Licensee will have the right (but not the obligation) to terminate this Agreement upon six (6) months prior written notice. Additionally, if Company becomes insolvent or seeks protection under any bankruptcy, receivership, trust, deed, creditor's arrangement, or comparable proceeding, or if any such proceeding is instituted against such Party and not dismissed within sixty (60) days, Licensee will have the right (but not the obligation) to terminate this Agreement upon written notice."

7.3   A new Section 12.2(iii) is hereby added to <u>Exhibit A</u> of the License Agreement to read in its entirety as follows: "Licensee may terminate this Agreement at any time for any reason without penalty following the twelve (12) month anniversary of the First Consumption Date by providing Company sixty (60) days advanced written notice of its intent to terminate. Company may terminate this Agreement at any time for any reason without penalty following the twelve (12) month anniversary of the First Consumption Date by providing Licensee sixty (60) days advanced written notice of its intent to terminate."

8.   **Amendment of Section 10.2 of Exhibit A of the License Agreement.** Section 10.2 of the License Agreement is hereby amended and reinstated as follows: "EXCEPT IN CASE OF BREACH OF CONFIDENTIALITY OR ANY INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY OF THE OTHER PARTY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY CLAIMS HEREUNDER, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, INFRINGEMENT OR ANY OTHER LEGAL THEORY, EXCEED THE LESSER OF (I) TWO MILLION DOLLARS ($2,000,000), AND (II) THE AMOUNT PAID BY LICENSEE DURING THE PREVIOUS TWELVE (12) MONTHS LEADING UP TO THE CLAIM; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE LIMITATION SET FORTH HEREIN LIMIT A PARTY'S RIGHT TO OBTAIN EQUITABLE RELIEF AGAINST THE OTHER PARTY OR LIMIT COMPANY'S RIGHT TO ANY PAYMENT OF LICENSEE FEES OR OTHER COMPENSATION PAYABLE UNDER THIS AGREEMENT."

9.   **Amendment of Section 13 of Exhibit A of the License Agreement.** Section 13 of <u>Exhibit A</u> of the License Agreement is hereby amended as follows:

9.1   A new Section 13.13 will be added to <u>Exhibit A</u> of the License Agreement to read in its entirety as follows: "13.13 <u>Exclusivity</u>. If Company develops, at the written request of Licensee (or its Affiliates), a proprietary set of metrics and analytics utilizing only Licensee's (or its Affiliates') proprietary data (not including Appraisal Data) (such metrics and analytics, the "**Licensee Metrics**"), Company agrees not to disclose to any third party or permit any third party to use such Licensee Metrics during the Term. For clarity, Licensee (or its Affiliates) will continue to own all of its underlying proprietary data (other than Appraisal Data) and Licensee

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Metrics and Company will own all of its underlying algorithms. For further clarity, the foregoing exclusivity does not include or prohibit (i) Company's utilization of Licensee's historical and ongoing appraisal data (including Appraisal Data) to the extent that such data is combined with other data by Company (including Company Data) to develop its own proprietary metrics and analytics, (ii) the use by Company of any of its proprietary algorithms, or (iii) the operation of any other Company products or services."

        9.2   A new Section 13.14 will be added to <u>Exhibit A</u> of the License Agreement to read in its entirety as follows: "13.14 <u>Data Partners</u>. To deliver the most value Licensee hereby grants to Company a non-exclusive, non-transferable (except as set forth in <u>Section 13.3</u>), sublicensable, irrevocable right and license in the Territory to distribute, disclose, copy, reproduce, display, make available, transmit, transfer, assign, provide access to and use, directly or indirectly (including in electronic form), in any and all mediums, its historical and ongoing appraisal data (to the extent not included in Appraisal Data) for the purpose of facilitating the Parties' obligations under this Agreement, facilitating the business of and exploiting the Licensed Software and for other general business purposes. To the extent any personally identifiable information is contained therein Company shall use reasonable best efforts to remove the same prior to providing to any third party in any medium."

        9.3   A new Section 13.15 will be added to <u>Exhibit A</u> of the License Agreement to read in its entirety as follows: "13.15 <u>Collaborative Semi-Annual Reviews</u>. The Parties will meet semi-annually, at times and locations to be mutually agreed, in order to manage against data driven objectives and measures, discuss product efficacy and identify ways to improve product to ensure future iterations are guided by production experience."

        9.4   A new Section 13.16 will be added to <u>Exhibit A</u> of the License Agreement to read in its entirety as follows:

      "13.16 <u>Insurance</u>. For and during the Term of this Agreement, Company will secure and maintain at its own expense insurance of the type and in the amounts as set forth below:

        1. Error and Omission Insurance or Professional Liability Insurance appropriate to Company's profession with combined limits of at least one million dollars ($1,000,000) per occurrence and not less than three million dollars ($3,000,000) in aggregate.

        2. Excess Liability Insurance or Umbrella Liability Insurance coverage with at least five-million dollars ($5,000,000) per occurrence and with at least five-million dollars ($5,000,000) in aggregate;

        3. General Liability Insurance with at least one-million dollars ($1,000,000) per occurrence and with at least two-million dollars ($2,000,000) in aggregate;

        4. Cyber Liability Insurance with at least five-million dollars ($5,000,000) per occurrence and at least five-million dollars ($5,000,000) in aggregate;

5. A Fidelity Bond with limits of at least five-million dollars ($5,000,000) per occurrence and at least five-million dollars ($5,000,000) in aggregate;

6. Workmen's Compensation insurance per statutory limits in accordance with the applicable Laws of the state in which the services are to be provided or performed; and

7. If automobiles or other vehicles are used in connection with the performance or provision of the services, Commercial Automobile Liability insurance with coverage for owned non-owned, rented and borrowed automobiles with a combined single limit of not less than one million dollars ($1,000,000).

Title Source, Inc., its directors, officers, employees, agents, subsidiaries and affiliates must be named as additional insureds on the Commercial General Liability and Excess Liability or Umbrella policy. Company's coverage must not exclude claims between Licensee and Company. If Company's liability policies do not contain the standard separation of insureds provision or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

All of the foregoing policies will be issued by insurance companies having an "A-" rating or better by A.M. Best. These insurance provisions set forth the minimum amounts and the scope of coverage to be maintained by Company and are not in any way to be construed a limitation or release of Company's liability under this Agreement or as a representation that coverage and limits will necessarily be adequate to protect Company."

9.5 A new Section 13.17 will be added to Exhibit A of the License Agreement to read in its entirety as follows: "13.17 Publicity. All media releases, public announcements and public disclosures by Company relating to this Agreement or identifying Licensee and any of its Affiliates (including the use of logos and trademarks to be delivered to Company and approved by Licensee in writing) on its websites, software applications, marketing and press materials and other public facing and public relations materials shall be coordinated with and approved by Licensee in writing prior to any such release or use. Company and Licensee further agree to work together to participate in a joint press announcement regarding this Agreement and the Parties' relationship hereunder, which will take place on a mutually agreed upon date which shall be no sooner than the date in which Licensee has successfully integrated and using in its production environment all reports and data listed in Exhibit E and Exhibit F attached hereto. The form and content of any joint press release shall be mutually agreed upon by the Parties in writing prior to the public transmittal, display, distribution or publication thereof. Licensee designates its President, Jeffrey K. Eisenshtadt as the only person having authority to approve use of the Licensee's name, logo, and trademark in accordance with this Section 13.17.

10.   New Exhibit E to the License Agreement. The License Agreement is hereby amended to add a new Exhibit E to read in its entirety as set forth on Exhibit A hereto.

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11.   New Exhibit F to the License Agreement. The License Agreement is hereby amended to add a new Exhibit F to read in its entirety as set forth on Exhibit B hereto.

12.   New Exhibit G to the License Agreement. The License Agreement is hereby amended to add a new Exhibit G to read in its entirety as set forth on Exhibit C hereto. The terms and conditions set forth on Exhibit G to the License Agreement, as added hereby, shall apply to the License Agreement in its entirety and to the Parties relationship thereunder.

13.   Amendment and Restatement of Exhibit C of the License Agreement. Exhibit C of the License Agreement is hereby amended and restated in its entirety to read as set forth on Exhibit D hereto.

14.   General. This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among the Parties relating to the subject matter of this Amendment and all past dealings or industry custom. All terms and conditions of the License Agreement shall remain unchanged except as expressly modified by this Amendment; and the terms of the License Agreement, as modified by this Amendment, are hereby ratified and confirmed; however, where the terms of the License Agreement conflict with those of this Amendment, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, including PDF or facsimile copies, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Amendment and all matters relating to this Amendment shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to the choice of law principles thereof).
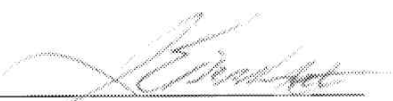
(Signature page follows)

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IN WITNESS WHEREOF, each Party has executed this Amendment by and through their respective duly authorized representatives.

COMPANY: LICENSEE:
HOUSECANARY, INC.   TITLE SOURCE, INC.

By: _____   By: _____
Name: Jeremy Sicklick   Name:
Title: CEO & Co-Founder   Title:

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Exhibit A

EXHIBIT E TO
MASTER SOFTWARE LICENSE AGREEMENT

Data in Appraisal & Value Report– Data provided on a transactional level for property research

County Level Homeowner File

- Parcel of property in a given county irrespective of use (residential, commercial, or vacant land); property type, ownership information, property tax amounts, and known liens
- Source: 3100+ public record counties
- Coverage: Loan and lien information history of about 20-years or more in the vast majority of areas; 99% USHH covered. Updated weekly

Purchase Transaction File / Deed

- All purchase and property transfer transactions within a county; all changes in ownership, consideration (money) involved and is reflected in the assessor file.
- Source: 3100+ public record counties
- Coverage: 99% USHH covered. Updated weekly

MLS Listing Information

- Approximately 80% of all open, active listings in the US.
- Source: 700+ MLS boards via RPR a unit of NAR, other MLS sources also available
- Coverage: 80% US active listings; updated every 15 minutes

Current estimated home values

- Leading edge AVM's tested by 3rd party; 90-million home values; updated monthly by HC
- Source: HouseCanary, public records and MLS
- Coverage: 90% residential property coverage; updated monthly

HouseCanary Property Score

- Valuation triage metric to define where AVM is appropriate, and inappropriate to be applied.
- Source: HC, public records, MLS characteristic data
- Coverage: 90% residential property coverage; updated monthly

HouseCanary Price Forecasts & Risk Metrics

- Proprietary 20,000 zip code level home price indices, affordability with 40 years of history.
- 3-year forecasts with 0.95 r-squared. Most accurate and sophisticated price indices.
- Source: HouseCanary, Public Record
- Coverage: 95% US HH coverage; 20,000+ zip codes; 40 year history; 3 year forecast; updated monthly

Zip Code & MSA Level Summary Statistics

- Current economic environment, housing market, risk adjusted returns, housing supply, and consumer makeup. Used for market and risk analyses
- Source: HouseCanary, public sources, public record
- Coverage: 100% US Coverage; updated monthly – annually based on source

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Exhibit B

EXHIBIT F TO
MASTER SOFTWARE LICENSE AGREEMENT

Property Valuation Report

Valuation for collateral review, repurchase demand defense, Triple Branded Dogfood report exclusively for internal purposes as set forth in the Agreement.

Exhibit C

EXHIBIT G TO
MASTER SOFTWARE LICENSE AGREEMENT

Additional Terms and Conditions

1. Notwithstanding the foregoing, unless otherwise agreed in writing by Company, MLS data may not be used for consumer facing marketing purposes where Licensee does not have a pre-existing relationship.

2. The Appraisals, analytics, metrics, reports and all Data must always remain in the United States and may not be exported, housed or maintained on servers, equipment, electronic systems or any other types of devices or systems contained outside of the United States. "**Data**" means, collectively, the Appraisal Data, Company Data and Underlying Data.

3. Unless agreed to in writing, Licensee may not (a) use any Appraisal, analytics, metrics, reports or any Data for any purpose other than as expressly set forth herein, (b) deliver or display any Appraisal, analytics, metrics, reports or any Data to the general public via the Internet or other electronic or print media, including email or direct mail, or otherwise use any Appraisal or other analytics, metrics, reports or Data for advertising or promotional campaigns, (c) or resell, relicense, or redistribute any analytics, metrics, reports or Data in whole or in part or use any analytics, metrics, reports or Data, or any portion thereof, to create any database or derivative products. Licensee may not decompile, disassemble, scrape, decode, reverse translate, or reverse engineer any analytics, metrics or reports or any component or portion thereof.

4. Licensee shall reasonably comply with all applicable federal, state, county and local laws, rules, ordinances, regulations, and codes, including those governing privacy, data protection, fair information practices, public records, marketing to consumers, and consumers' rights to privacy, in connection with its use of the Licensed Software, any Appraisal, analytics, metrics, reports and/or any Data. Licensee will procure all required permits, approvals, inspections and certificates in order to operate its business in compliance with all applicable laws. Licensee shall be solely responsible for all uses of the Licensed Software, any Appraisal, analytics, metrics, reports and/or any Data, including any violation of law arising out of its unauthorized use or misuse of the Licensed Software, any Appraisal, analytics, metrics, reports and/or any Data.

5. All references to Appraisals in the disclaimers included in the Agreement in Section 9.3 shall be deemed to include a reference to analytics, metrics, reports and Data.

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6. Licensee acknowledges and agrees that access to the Licensed Software, any Appraisal, analytics, metrics, reports or Data is provided solely for general business information, does not constitute real estate, legal, tax, accounting or other professional advice, or an offer to sell or lease real estate, and may not be used for or relied upon for these purposes. No lawyer-client, advisory, fiduciary or other relationship is created by Licensee's acceptance or use of the Licensed Software, any Appraisal, analytics, metrics, reports or Data.

7. Licensee acknowledges and agrees that Company's information providers shall not be liable for any claim or loss resulting from the content of, errors or omissions in, or Licensee's use of the Data, any other information contained in or retrieved from any Appraisal, analytics, metrics, reports and/or the Licensed Software.

8. Licensee shall indemnify, defend and hold harmless the Company and its stockholders, Affiliates, officers, directors, employees, and contractors against any and all claims, damages, liabilities, charges or expenses raised against or incurred by the foregoing (including, without limitation, by any of the Licensee Parties) as a result of a third party claim arising out of any illegal or unauthorized use of any Appraisal, analytics, metrics, reports and/or Data by Licensee or the Licensee Parties.

9. Notwithstanding anything to the contrary in the License Agreement, the Parties acknowledge and agree that certain of Company's licensors are a direct beneficiary with respect to certain of the terms and conditions set forth in the Agreement and may rely on and enforce such provisions as if such licensor was a party thereto.

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Exhibit D

**EXHIBIT C TO
MASTER SOFTWARE LICENSE AGREEMENT**

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EXHIBIT C

SUPPORT SERVICES

Company will use its commercially reasonable efforts to provide the following Support Services In this Exhibit C ONLY the term "Licensed Software" shall include the API outlined in Exhibit E and all service levels and rights therein shall extend to the same.

1. Telephone and E-mail Support. With respect to Licensee, Company will maintain a 24 hours per day, 7 days per week e-mail support account to assist Licensee in reporting errors and in providing first-line support in the use and operation of the Licensed Software to Licensee's designated personnel. The email for service disruptions will page on-call personnel. The dedicated contact email address:

   Service Disruption Email: oncall@housecanary.com
   Non-Service Disruption Errors: support@housecanary.com

   With respect to Appraisers, Company will maintain an e-mail support account and online FAQ to assist Appraisers in reporting errors and in providing first-line support in the use and operation of the Licensed Software. The support account contact information shall be as follows:

   Telephone Support: 844-336-0399
   E-Mail Support: support@housecanary.com

2. System Availability.

A. With the exception of Scheduled Maintenance, Company shall have its systems and Licensed Software (including reports) and any API available 24 hours per day, 7 days per week, with a 99% uptime guarantee. For purposes of this Exhibit C, "uptime" means: (i) with respect to the Licensed Software, that the Licensed Software is reachable, Appraisers can access their respective Appraisals, and can complete Appraisals, and (ii) with respect to APIs or data streams provided by Company, that the API or stream is reachable, operational and receiving successful responses. In the event the Service becomes unavailable for reasons other than Scheduled Maintenance or an Excused Outage, Licensee shall be entitled to the service level credits set forth in the table below. Company shall not be responsible for and expressly disclaims uptime, liability and service level credits for downtime resulting from problems with Licensee's telecommunications system, Licensee's internet service provider, Licensee's systems or proprietary technology (including, but not limited to, ATLAS outages or errors), or outages that are directly attributable to FNC and its systems and communication technology (individually and collectively, an "Excused Outage"). Company will provide monthly availability report with each invoice that details the percent.

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Cumulative unavailability in a given calendar month as measured by Company's monitoring systems	Service Level Credit to be applied as a percentage of Licensee's invoice for the calendar month in which the Licensed Software and services are affected.
0 – 1% downtime	No Credit
Over 1% downtime	30%

B.   If cumulative availability falls below 90.0 % for two or more months consecutive months or for more than 4 months in a rolling year Licensee may immediately terminate this Agreement and all fees associated with this agreement shall cease to be due and owing.

C.   Licensee shall have the right to separately test System Availability in order to ascertain and report System Availability deficiencies, provided that such testing does not adversely affect System Availability. In the event of discrepancies between Licensee's testing results and those of Company, the Parties shall establish a workgroup of individuals from both Parties and will use commercially reasonable efforts to:

(a)   ascertain the source of and reason for the discrepancy,

(b)   identify the correct measurements, and

(c)   resolve in good faith any issues pertaining to the testing methods, if applicable.

3.   <u>Scheduled Maintenance Windows</u>. Company may schedule the system and Licensed Software or API to be down between the hours of 12:00 AM – 5:00 AM Eastern Time, each week on Saturday and Sunday ("Scheduled Maintenance"). In the event that emergency maintenance is required and it will adversely affect Licensee's or Appraisers' use of the Licensed Software or API or other services, Company will notify Licensee as soon as reasonable but in no event no less than four (4) hours prior to the emergency maintenance window. Emergency maintenance windows that fall outside of the Schedule Maintenance window are counted against monthly cumulative availability. Should the Licensed Software or any API experience downtime other than for Scheduled Maintenance as above, Company shall use best reasonable efforts to notify Licensee promptly by email to Licensee at titlesourceIToncall@titlesource.com and a direct phone call to 1-866-527-8245.

4.   <u>Error Correction</u>. Company will make every attempt to provide status updates and resolve issues in the time frames set forth in the table below. Upon receipt of notice of an error by Licensee, Company, using its reasonable discretion, will assign a priority level according to the following criteria:

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Priority	Definition	Work Start	Example	Time to Close	Progress Update Interval
P1	Problem affects one entire (or a substantial portion of) user group or a substantial portion of Licensee's organization. Users are unable to perform work and production has stopped. For clarity, FNC Connect and prepopulated MLS data are no-essential features of the Licensed Software.	Investigation to start within 30 minutes of reported problem	An error that results in Appraisers being unable to use the essential features of the Licensed Software or results in Licensee not being able to receive data via the API.	Four (4) hours commencing when Company receives notification from Licensee. 24/7	When fixed and every one (1) hour commencing when Company receives notification from Licensee
P2	An error that results in a decrease in the performance of any functionality of the Licensed Software, but that does not prevent Appraisers from continuing to use the Licensed Software or Licensee from receiving information via an API. Non-essential features are unavailable.	Within 1 hour of reported problem	Licensed Software and any API is running at severely degraded speed not associated with internet provider; service is slow or certain non-essential features are not working correctly for one or more users.	Six (6) business hours commencing when Company receives notification from Licensee. 24/5	Every 2 business hours commencing when Company receives notification from Licensee
P3	Product does not operate as designed, moderate impact (workaround available)	Within 8 hours of reported problem.	Software or any API runs but does not function as described by documentation.	1 day. 24/5	To be determined based upon the problem/request.
P4	Minor problem of request for enhancement (RFE)	To be determined based upon problem/request	Request for UI enhancements	To be determined based upon problem/request. 24/5	Product Management to consider for upcoming release and communicate through proper channel.

5.   Updates. Company will provide to Licensee and its Appraisers Updates as they become generally available by Company, at no extra change, so long as all undisputed License Fees are

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fully paid. Licensee agrees to install, and inform its Appraisers using the Licensed Software that they need to install, all Updates within ninety (90) days of availability. Recognizing the importance of iteration during the Evaluation Period, the Licensee will use its reasonable best efforts to ensure its Appraisers are using the most recently Updated version of the Licensed Software. For purposes hereof, "**Updates**" shall mean minor improvements in performance of the Licensed Software or corrections of errors made to the Licensed Software.

6.   New Releases. Company will be responsible for providing technical support and correcting errors only in the most recent release of the Licensed Software, provided that Company continues to support the immediately prior release for a reasonable period sufficient to allow Licensee and its Appraisers to install the New Release, but not more than ninety (90) days after availability of the New Release.

7.   Travel Fees and Charges. To ensure a coordinated integration process, expert members of Company's senior team will spend significant time onsite (at Licensee's headquarters) working hand in hand with Licensee and their team members. Company will use its reasonable efforts to have dedicated engineers focused on delivering analytics. The aforementioned onsite representative and all travel to Licensee's location shall be at the sole cost of Company and will be an out-of-pocket expense to Company that will not be reimbursed by the Licensee.

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JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

DEFENDANTS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

❏ 1 U.S. Government Plaintiff

❏ 3 Federal Question
(U.S. Government Not a Party)

❏ 2 U.S. Government Defendant

❏ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff*
(For Diversity Cases Only) *and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	❏ 1	❏ 1	Incorporated *or* Principal Place of Business In This State	❏ 4	❏ 4
Citizen of Another State	❏ 2	❏ 2	Incorporated *and* Principal Place of Business In Another State	❏ 5	❏ 5
Citizen or Subject of a Foreign Country	❏ 3	❏ 3	Foreign Nation	❏ 6	❏ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
❏ 110 Insurance	**PERSONAL INJURY**	**PERSONAL INJURY**	❏ 625 Drug Related Seizure of Property 21 USC 881	❏ 422 Appeal 28 USC 158	❏ 375 False Claims Act
❏ 120 Marine	❏ 310 Airplane	❏ 365 Personal Injury - Product Liability	❏ 690 Other	❏ 423 Withdrawal 28 USC 157	❏ 376 Qui Tam (31 USC 3729(a))
❏ 130 Miller Act	❏ 315 Airplane Product Liability	❏ 367 Health Care/			❏ 400 State Reapportionment
❏ 140 Negotiable Instrument	❏ 320 Assault, Libel & Slander	Pharmaceutical Personal Injury		**PROPERTY RIGHTS**	❏ 410 Antitrust
❏ 150 Recovery of Overpayment & Enforcement of Judgment	❏ 330 Federal Employers' Liability	Product Liability		❏ 820 Copyrights	❏ 430 Banks and Banking
❏ 151 Medicare Act	❏ 340 Marine	❏ 368 Asbestos Personal Injury Product		❏ 830 Patent	❏ 450 Commerce
❏ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	❏ 345 Marine Product Liability	Liability		❏ 835 Patent - Abbreviated New Drug Application	❏ 460 Deportation
❏ 153 Recovery of Overpayment of Veteran's Benefits	❏ 350 Motor Vehicle	**PERSONAL PROPERTY**	**LABOR**	❏ 840 Trademark	❏ 470 Racketeer Influenced and Corrupt Organizations
❏ 160 Stockholders' Suits	❏ 355 Motor Vehicle Product Liability	❏ 370 Other Fraud	❏ 710 Fair Labor Standards Act	**SOCIAL SECURITY**	❏ 480 Consumer Credit
❏ 190 Other Contract	❏ 360 Other Personal Injury	❏ 371 Truth in Lending	❏ 720 Labor/Management Relations	❏ 861 HIA (1395ff)	❏ 490 Cable/Sat TV
❏ 195 Contract Product Liability	❏ 362 Personal Injury - Medical Malpractice	❏ 380 Other Personal Property Damage	❏ 740 Railway Labor Act	❏ 862 Black Lung (923)	❏ 850 Securities/Commodities/ Exchange
❏ 196 Franchise		❏ 385 Property Damage Product Liability	❏ 751 Family and Medical Leave Act	❏ 863 DIWC/DIWW (405(g)) ❏ 864 SSID Title XVI	❏ 890 Other Statutory Actions
			❏ 790 Other Labor Litigation	❏ 865 RSI (405(g))	❏ 891 Agricultural Acts
REAL PROPERTY	**CIVIL RIGHTS**	**PRISONER PETITIONS**	❏ 791 Employee Retirement Income Security Act	**FEDERAL TAX SUITS**	❏ 893 Environmental Matters ❏ 895 Freedom of Information Act
❏ 210 Land Condemnation	❏ 440 Other Civil Rights	**Habeas Corpus:**		❏ 870 Taxes (U.S. Plaintiff or Defendant)	❏ 896 Arbitration
❏ 220 Foreclosure	❏ 441 Voting	❏ 463 Alien Detainee		❏ 871 IRS—Third Party 26 USC 7609	❏ 899 Administrative Procedure Act/Review or Appeal of
❏ 230 Rent Lease & Ejectment	❏ 442 Employment	❏ 510 Motions to Vacate Sentence			Agency Decision
❏ 240 Torts to Land	❏ 443 Housing/ Accommodations	❏ 530 General			❏ 950 Constitutionality of State Statutes
❏ 245 Tort Product Liability	❏ 445 Amer. w/Disabilities - Employment	❏ 535 Death Penalty	**IMMIGRATION**		
❏ 290 All Other Real Property	❏ 446 Amer. w/Disabilities - Other	**Other:**	❏ 462 Naturalization Application		
	❏ 448 Education	❏ 540 Mandamus & Other	❏ 465 Other Immigration Actions		
		❏ 550 Civil Rights			
		❏ 555 Prison Condition			
		❏ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

❏ 1 Original Proceeding

❏ 2 Removed from State Court

❏ 3 Remanded from Appellate Court

❏ 4 Reinstated or Reopened

❏ 5 Transferred from Another District *(specify)*

❏ 6 Multidistrict Litigation - Transfer

❏ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

❏ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ❏ Yes ❏ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a)   **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b)   **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c)   **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II.   **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III.   **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV.   **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V.   **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI.   **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII.   **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII.   **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.