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This Site does not constitute a solicitation to invest in any securities. Reference to any security anywhere in the Site is not a recommendation to buy, sell, or hold that or any other security.

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You further acknowledge that the Site is for informational purposes only and any investment decisions you make will be based solely on your own evaluation of your financial circumstances and investment objectives.

5. Linked Sites.

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You acknowledge and agree that Clayton and its affiliates may gather system data from your computer (e.g., processes running at the time of the incident, hardware specifications, and connection information) should a system-related incident occur, for the purpose of improving your experience using the Software.

- b. Taxes.** You agree to pay federal, state, local, and/or other taxes based on this Agreement, the Software or its use, if any, excluding taxes based on Clayton's net income and privilege taxes.

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- i. **Indemnification.** You agree to defend, indemnify and hold harmless Clayton, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including reasonable attorneys' fees, arising out of your violation of this Agreement or your misuse of the Software.

7. Incyt License Agreement

- a. Grant of License.** If such access is granted to you by Clayton, the Site will also contain software developed by Clayton utilizing MicroStrategy Services Corporation (“MicroStrategy”) business intelligence software. Such software is known as “Incyt” and the license to Incyt is referred to herein as the “Incyt License.” If access to Incyt is permitted by Clayton, Clayton hereby grants to Customer, and Customer hereby accepts, a nonexclusive, limited, nontransferable Incyt License to use Incyt in accordance with the terms and conditions set forth in this Agreement. Subject to the terms and conditions of this Agreement, Customer may access and use the Incyt for the sole purpose of internal analysis regarding the mortgage loan data (collectively, the “Portfolio Data”) on which Incyt provides reports and analytics. The Portfolio Data may be combined or cross-referenced with other information separately collected or maintained by Customer, *provided, however,* that Customer will limit use of any files or analysis resulting from any such combination solely to internal analysis regarding the mortgage loans or the mortgage-backed securities containing such loans.

Customer shall be solely responsible for procuring all hardware necessary to run Incyt. Unless otherwise agreed in a written instrument signed by the Parties, the terms of this Agreement (including any exhibits or schedules) will apply to all future versions of Incyt, including but not limited to corrections, upgrades, new releases, and any documentation relating thereto that may hereafter be provided by Clayton in relation to Incyt.

- b. MicroStrategy.** Customer acknowledges and agrees that Incyt includes software licensed to Clayton by MicroStrategy. Customer expressly acknowledges and agrees that in addition to the terms and conditions of this Agreement, Customer’s use of the Software shall also be governed by the terms and conditions of MicroStrategy’s license terms and conditions, which are available at <http://www.microstrategy.com/licensing>). Customer agrees to abide by such terms and conditions in connection with any use of Incyt.
- c. Authorized Users.** Customer shall be granted the number and type of Incyt Licenses specified by Clayton. Such Incyt Licenses shall remain subject to this Agreement and the MicroStrategy licensing information referenced in Section 7(b), and if applicable, a separate license agreement between you (or your employer) and Clayton. The Incyt Licenses granted hereby may not be shared or transferred without the prior written consent of Clayton.
- d. Support and Maintenance.** Clayton will provide maintenance and support services in accordance with Clayton protocols, which may change at any time. Unless otherwise agreed to in writing by Clayton, there is no guarantee that support and maintenance will be available to you.
- e. Other Applicable Provisions.** The Incyt License granted by this Section 7 is in all respects subject to the other terms and conditions contained in these Terms of Use, including but not limited to the terms and conditions of Section 6 herein.

8. Account Audits

Clayton will perform a monthly audit of all accounts with access to the Site. Any user account that has not had an active session within the previous four months will be terminated.

9. Termination.

Clayton reserves the right to terminate the Site or to terminate your access to the Site, in whole or in part, at any time. The termination of this Agreement shall not affect your continuing obligations under this Agreement.

10. Applicable Law.

This Agreement shall be subject to and construed in accordance with the substantive and procedural laws of the State of Colorado, without reference to any of its conflict of law principles.

11. Indemnification.

You agree to defend, indemnify, and hold harmless Clayton, its affiliates and their respective directors, officers, employees, and agents from and against all claims and expenses, including reasonable attorneys' fees, arising out your violation of this Agreement or misuse of this Site.

12. General.

By using the Site, you accept at your own risk that the Internet or other online communications mediums may not perform as intended despite the efforts of Clayton, your Internet service provider, or you.

13. Relation to other Agreements.

The terms of this Agreement are not intended to conflict with or supercede those of any other agreement between you and Clayton. The agreements shall run concurrently as to the respective subject matter contained in each.

14. Venue and Jurisdiction.

The parties irrevocably consent to jurisdiction of venue exclusively in the State of Colorado, City and County of Denver and agree to waive any objections to such laying of venue, including but not limited to claims of *forum nonconveniens*.

If you have any questions concerning this Agreement, please contact Clayton Fixed Income Services at the address below:

Clayton Fixed Income Services Inc.
Attention: General Counsel
1700 Lincoln Street, Suite 1600
Denver, Colorado 80203