

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 5, 2012 (October 1, 2012)

OCWEN FINANCIAL CORPORATION

(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction of incorporation)

1-13219
(Commission File Number)

65-0039856
(IRS Employer Identification No.)

2002 Summit Boulevard
6th Floor
Atlanta, Georgia 30319
(Address of principal executive offices)

Registrant's telephone number, including area code: (561) 682-8000

Not applicable.
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry Into a Material Definitive Agreement

On October 1, 2012, Ocwen Mortgage Servicing, Inc. (OMS), a United States Virgin Islands corporation and a wholly owned subsidiary of Ocwen Financial Corporation (the Company), entered into the following service agreements with Altisource Solutions S.à r.l. (Altisource), pursuant to which Altisource will provide certain services to OMS:

- The Services Agreement, pursuant to which Altisource will provide certain services to OMS in connection with its business, with pricing terms intended to reflect market rates. The Services Agreement has an initial expiration date of August 31, 2020, and is subject to renewal. A copy of the Services Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference.
- The Technology Products Services Agreement, pursuant to which Altisource will provide certain technology products services to OMS in connection with its business, with pricing terms intended to reflect market rates. The Technology Products Services Agreement has an initial expiration date of August 31, 2020, and is subject to renewal. A copy of the Technology Products Services Agreement is attached hereto as Exhibit 10.2 and is incorporated herein by reference.
- The Data Center and Disaster Recovery Agreement, pursuant to which Altisource will provide certain data center and disaster recovery services to OMS in connection with its business, with pricing terms intended to reflect market rates. The Data Center and Disaster Recovery Agreement has an initial expiration date of August 31, 2020, and is subject to renewal. A copy of the Data Center and Disaster Recovery Agreement is attached hereto as Exhibit 10.3 and is incorporated herein by reference.
- The Intellectual Property Agreement governs the licensing of intellectual property between OMS and Altisource. The agreement has an initial expiration date of August 31, 2020, and is subject to renewal. A copy of the Intellectual Property Agreement is attached hereto as Exhibit 10.4 and is incorporated herein by reference.

OMS and Altisource also executed an amendment to the Support Services Agreement entered into by OMS and Altisource on August 10, 2012, and attached as Exhibit 10.1 to the Company's Form 8-K filed on August 16, 2012. The amendment adds business development services to the list of services to be provided pursuant to the agreement. A copy of the First Amendment to Support Services Agreement is attached hereto as Exhibit 10.5 and is incorporated herein by reference.

Also on October 1, 2012, the Company entered into amendments to the following agreements with Altisource:

- The Services Agreement, dated as of August 10, 2009, and attached as Exhibit 10.6 to the Company's Form 8-K filed on August 12, 2009. The amendment extends the terms of the agreement through August 31, 2020. A copy of the First Amendment to Services Agreement is attached hereto as Exhibit 10.6 and is incorporated herein by reference.
- The Technology Products and Services Agreement, dated as of August 10, 2009, and attached as Exhibit 10.5 to the Company's Form 8-K filed on August 12, 2009. The amendment extends the term of the agreement through August 31, 2020. A copy of the First Amendment to Technology Products and Services Agreement is attached hereto as Exhibit 10.7 and is incorporated herein by reference.
- The Data Center and Disaster Recovery Agreement, dated as of August 10, 2009, and attached as Exhibit 10.6 to the Company's Form 8-K filed on August 12, 2009. The amendment extends the terms of the agreement through August 31, 2020. A copy of the First Amendment to Data Center and Disaster Recovery Agreement is attached hereto as Exhibit 10.8 and is incorporated herein by reference.
- The Intellectual Property Agreement, dated as of August 10, 2009, and attached as Exhibit 10.7 to the Company's Form 8-K filed on August 12, 2009. The amendment extends the terms of the agreement through August 31, 2020. A copy of the First Amendment to Intellectual Property Agreement is attached hereto as Exhibit 10.9 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(a) – (c) Not applicable

(d) Exhibits:

Exhibit No.	Description
10.1	Services Agreement, dated as of October 1, 2012, by and between Ocwen Mortgage Servicing, Inc. and Altisource Solutions S.à r.l.
10.2	Technology Products Services Agreement, dated as of October 1, 2012, by and between Ocwen Mortgage Servicing, Inc. and Altisource Solutions S.à r.l.
10.3	Data Center and Disaster Recovery Agreement, dated as of October 1, 2012, by and between Ocwen Mortgage Servicing, Inc. and Altisource Solutions S.à r.l.
10.4	Intellectual Property Agreement, dated as of October 1, 2012, by and between Ocwen Mortgage Servicing, Inc. and Altisource Solutions S.à r.l.
10.5	First Amendment to Support Services Agreement, dated as of October 1, 2012, by and between Ocwen Mortgage Servicing, Inc. and Altisource Solutions S.à r.l.
10.6	First Amendment to Services Agreement, dated as of October 1, 2012, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.7	First Amendment to Technology Products and Services Agreement, dated as of October 1, 2012, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.8	First Amendment to Data Center and Disaster Recovery Agreement, dated as of October 1, 2012, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.9	First Amendment to Intellectual Property Agreement, dated as of October 1, 2012, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

OCWEN FINANCIAL CORPORATION

By: /s/ John V. Britti
John V. Britti
Executive Vice President and Chief
Financial Officer (On behalf of the
Registrant and as its principal financial
officer)

DATE: October 5, 2012

SERVICES AGREEMENT

This services agreement (this “Agreement”), dated as of October 1, 2012, between Ocwen Mortgage Servicing, Inc., a corporation organized under the laws of the United States Virgin Islands (“Ocwen,” or together with its subsidiaries, the “Ocwen Group”), and Altisource Solutions S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg (“Altisource,” or together with its Affiliates, the “Altisource Group”).

RECITALS

WHEREAS, Ocwen desires to receive, and Altisource is willing to provide, or cause to be provided, certain services, in each case subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Affiliate” or “Affiliates” means with respect to any Person: (a) any directly or indirectly wholly owned subsidiary of such Person; (b) any Person that directly or indirectly owns 100% of the voting stock of such Person; or (c) a Person that controls, is controlled by, or is under common control with such Person. As used herein, “control” of any entity means the possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by contract, or otherwise. Furthermore, with respect to any Person that is partially owned by such Person and does not otherwise constitute an Affiliate (a “Partially Owned Person”), such Partially Owned Person shall be considered an Affiliate of such Person for purposes of this Agreement if such Person can, after making a good faith effort to do so, legally bind such Partially Owned Person to this Agreement.

“Agreement” means this Agreement, including the Schedules hereto, any Services Letter, any Fee Letter, and any SOW entered into pursuant to Section 2(b).

“Altisource Business” means the knowledge process outsourcing business, consisting of the mortgage servicing business, the financial servicing business, and the technology products business.

“Applicable Services” means business process outsourcing services of the type provided in the ordinary course of business of the Providing Party as of the date of this Agreement.

“Customer Party” means a party in its capacity of receiving a Service hereunder, including Ocwen.

“Fee Letter” has the meaning set forth in Section 4(a).

“Fixed Price Project” means any Service designated as such on Schedule I, in the Services Letter, or the applicable SOW.

“Group” means, collectively, either party’s Subsidiaries and Affiliates.

“Governmental Authority” shall mean any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other legislative, judicial, regulatory, administrative, or governmental authority.

“Information” means information, whether or not patentable or copyrightable, in written, oral, electronic, or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, algorithms, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

“Intellectual Property” means all domestic and foreign patents, copyrights, trade names, domain names, trademarks, service marks, registrations and applications for any of the foregoing, databases, mask works, Confidential Information, inventions (whether or not patentable or patented), processes, know-how, procedures, computer applications, programs and other software, including operating software, network software, firmware, middleware, design software, design tools, systems documentation, manuals, and instructions, other proprietary information, and licenses from third parties granting the right to use any of the foregoing.

“Ocwen Business” means (a) the business and operations of Ocwen and its Subsidiaries and other Affiliates immediately after the Effective Date and (b) except as otherwise expressly provided herein, any terminated, divested, or discontinued businesses or operations of Ocwen and its Subsidiaries and other Affiliates.

“Person” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity, and any Governmental Authority.

“Providing Party” means a party in its capacity of providing a Service hereunder, including Altisource.

“Services” means the services set forth on Schedule I, as further described in the Services Letter, and/or in any SOW, as the context requires.

“SOW” means a statement of work entered into between the parties on an as-needed basis to describe a particular service that is not covered specifically in a schedule hereto or in the Services Letter, but has been agreed to be provided pursuant to the terms of this Agreement except as otherwise may be set forth in such SOW.

“Subsidiary” or “Subsidiaries” of any Person means any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however, that any Person that is not wholly owned by any other Person shall not be a Subsidiary of such other Person unless such other Person controls, or has the right, power, or ability to control that Person.

2. Provision of Services.

(a) *Generally.* Subject to the terms and conditions of this Agreement, Altisource shall provide, or cause to be provided, to Ocwen and the Ocwen Group, the services set forth on Schedule I, in each case (i) as further described in a letter between the Providing Party and the Customer Party dated as of the date hereof (the “Services Letter”) and (ii) for the periods commencing on the date hereof through the respective period specified on Schedule I (the “Service Period”), unless such period is earlier terminated in accordance with Section 5.

(b) *Statements of Work.* In addition to the services set forth on Schedule I, from time to time during the term of this Agreement the parties shall have the right to enter into SOWs to set forth the terms of any related or additional services to be performed hereunder. Any SOW shall be agreed to by each party, shall be in writing, and shall contain, to the extent applicable: (i) the identity of each of the Providing Party and the Customer Party; (ii) a description of the Services to be performed thereunder; (iii) the applicable Performance Standard, as defined in Section 3 below, for the provision of such Service, if different from the Performance Standard; (iv) a description of the penalties of nonperformance and the incentives for performance in accordance with the applicable Performance Standard; (v) a description of the Customer Party's criteria for evaluating the acceptance of deliverables; (vi) the amount, schedule, and method of compensation for provision of such Service; and (vii) the Customer Party's standard operating procedures for receipt of services similar to such Service, including operations, compliance requirements, and related training schedules. Any SOW may contain: (i) a description of the renewal option for such SOW; (ii) information technology support requirements of the Customer Party with respect to such Service; (iii) training and support commitments with respect to such Service; (iv) the number of full-time employees required for such Service; and (v) any other terms the parties desire. For the avoidance of doubt, the terms and conditions of this Agreement shall apply to any SOW.

(c) The Services shall be performed on Business Days during hours that constitute regular business hours for each of Ocwen and Altisource, unless otherwise agreed or as provided on Schedule I, in the Services Letter, or an applicable SOW. No Customer Party, nor any member of its respective Group, shall resell, subcontract, license, sublicense, or otherwise transfer any of the Services to any Person whatsoever or permit use of any of the Services by any Person other than by the Customer Party and its Affiliates directly in connection with the conduct of the Customer Party's respective business in the ordinary course of business.

(d) Notwithstanding anything to the contrary in this Section 2 (but subject to the following), the Providing Party shall have the exclusive right to select, employ, pay, supervise, administer, direct, and discharge any of its employees who will perform Services. The Providing Party shall be responsible for paying such employees' compensation and providing to such employees any benefits. With respect to each Service, the Providing Party shall use commercially reasonable efforts to have qualified individuals participate in the provision of such Service; provided, however, that: (i) the Providing Party shall not be obligated to have any individual participate in the provision of any Service if the Providing Party determines that such participation would adversely affect the Providing Party or its Affiliates; and (ii) none of the Providing Party or its Affiliates shall be required to continue to employ any particular individual during the applicable Service Period.

3. **Standard of Performance.** The Providing Party shall use commercially reasonable efforts to provide, or cause to be provided, to the Customer Party and its Group, each Service with such quality standards, service level requirements, specifications, and acceptance criteria identified in the Services Letter or the respective SOW (including any "Critical Performance Standards," as identified in any therein) (the "Performance Standard"), unless otherwise specified in this Agreement. Notwithstanding the foregoing, no Providing Party shall have any obligation hereunder to provide to any Customer Party any improvements, upgrades, updates, substitutions, modifications, or enhancements to any of the Services unless otherwise specified in the Services Letter or applicable SOW. The Customer Party acknowledges and agrees that the Providing Party may be providing services similar to the Services provided hereunder and/or services that involve the same resources as those used to provide the Services to it and its Affiliates' business units and other third parties.

4. **Fees for Services.**

(a) As compensation for a particular Service, the Customer Party agrees to pay to the Providing Party, for each of the first two (2) successive years during which such Service is provided (the "Initial Fee Period"), the respective amount set forth in (i) the Services Letter (or, if applicable, in a separate fee letter to be delivered by the Providing Party to the Customer Party dated as of the date hereof (the "Fee Letter")) or (ii) with respect to any Service performed pursuant to an SOW, in such SOW. The parties intend that any such fees reflect the market rate for comparable services. In the event the Services provided are increased or decreased during the Service Period, the fees associated therewith shall be increased or decreased, as applicable, on a pro rata basis.

(b) The fees for the Services other than Fixed Price Projects shall be adjusted in each year subsequent to the Initial Fee Period as negotiated between the parties in good faith based on prevailing market conditions and inflation.

(c) The Customer Party shall not be obligated to pay fees for (i) new Services, other than Additional Services or Services requested pursuant to a SOW that the Providing Party performs without the authorization of the Customer Party or of any member of its Group or (ii) Services not provided due to a Force Majeure Event (as defined below).

(d) The parties will adhere to the business practices regarding invoicing and payment in place at the time of execution of this Agreement for all Services initially provided by the Providing Party for a maximum period of one year from the date of this Agreement. After one year, or in the case of any SOW and unless otherwise specified in the applicable SOW, the Providing Party shall submit statements of account to the Customer Party (including any Sales Tax, as defined in Section 16) on a monthly basis with respect to all amounts payable by the Customer Party to the Providing Party hereunder (the "Invoiced Amount"), setting out the Services provided (by reference to the particular SOW, if applicable), and the amount billed in United States Dollars to the Customer Party as a result of providing such Services. The Customer Party shall pay the Invoiced Amount to the Providing Party by wire transfer of immediately available funds to an account or accounts specified by the Providing Party, or in such other manner as specified by the Providing Party in writing, or otherwise reasonably agreed to by the Parties, within thirty (30) days of the date of delivery to the Customer Party of the applicable statement of account; provided, that, in the event of any dispute as to an Invoiced Amount, the Customer Party shall pay the undisputed portion, if any, of such Invoiced Amount in accordance with the foregoing, and shall pay the remaining amount, if any, promptly upon resolution of such dispute.

(e) The Providing Party shall maintain books and records adequate for the provision of the Services. At its own expense, the Customer Party may request an audit of the books and records of the Providing Party to determine performance in accordance with Section 4(d). If such audit reveals an underpayment of fees, the Customer Party shall promptly pay the underpayment amount in accordance with the terms of this Agreement. If such audit reveals an overpayment of fees, the Providing Party shall promptly refund the overpayment amount in accordance with Section 4(d).

(f) The Providing Party may, in its discretion and without any liability, suspend any performance under this Agreement upon failure of the Customer Party to timely make any payments required under this Agreement beyond the applicable cure date specified in Section 6(b)(1) of this Agreement.

(g) In the event that the Customer Party does not make any payment required under the provisions of this Agreement (including, for the avoidance of doubt, the Services Letter and/or the Fee Letter) to the Providing Party when due in accordance with the terms hereof, the Providing Party may, at its option, charge the Customer Party interest on the unpaid amount at the rate of 2% per annum above the prime rate charged by JPMorgan Chase Bank, N.A. (or its successor). In addition, the Customer Party shall reimburse the Providing Party for all costs of collection of overdue amounts, including any reasonable attorneys' fees.

(h) In the event that: (i) Providing Party agrees to provide services that are the same or substantially similar to the Services and Additional Services provided hereunder to a third party ("Relevant Services"), (ii) such Relevant Services are delivered and priced in a manner substantially similar to the delivery and pricing structure provided for by this Agreement, the Services Letter, and the Fee Letter, if any, and are of a similar volume, (iii) the fees to be received by Providing Party from each of Customer Party and such third party are reasonably expected to exceed \$1,000,000 per year, (iv) the fee rates in the aggregate to be charged by the Providing Party for any particular Relevant Service (a "Reduced Cost Service") are less than the fee rates in the aggregate for the corresponding Service or Additional Service charged under this Agreement, the Services Letter, and the Fee Letter, if any, and (v) after giving good faith consideration to any higher fee rates charged by Providing Party for any other Relevant Services other than the Reduced Cost Service being provided to such third party, the aggregate economic benefit received by Providing Party for providing all such Relevant Services is less than the aggregate economic benefit received by Providing Party for providing the Services and Additional Services, then within thirty (30) Business Days of entering into a binding agreement to provide the Relevant Services to such third party, Providing Party shall offer to provide to Customer Party the Service and/or Additional Service corresponding to the Reduced Cost Service at the same rate as Providing Party provides the Reduced Cost Service to such third party. The fees provided for under this Agreement, the Services Letter, and the Fee Letter, if any, shall be reduced to an amount equal to the fees charged for the Reduced Cost Service effective as of the later of (x) the first day of the immediately succeeding calendar quarter after the date on which Providing Party notifies Customer Party of the Reduced Cost Service or (y) thirty days after the date on which Providing Party notifies Customer Party of the Reduced Cost Service. For purposes of clarification only, this Section 4(h) shall not apply to situations where Providing Party agrees to provide test or trial services to a third party.

5. Term.

(a) *Initial Term.* This Agreement shall commence on October 1, 2012 (the “Effective Date”) and shall continue in full force and effect, subject to Section 5(b), until August 31, 2020 (the “Initial Term”), or the earlier date upon which this Agreement has been otherwise terminated in accordance with the terms hereof.

(b) *Renewal Term.* This Agreement may be renewed for successive two (2) year terms (each, a “Renewal Term”) by mutual written agreement of the parties hereto, executed not less than six (6) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.

(c) In the event either party decides that it does not wish to renew this Agreement or any particular Service or SOW before the expiration of the Initial Term or any Renewal Term, as applicable, such party shall so notify the other party at least nine (9) months before the completion of the Initial Term or Renewal Term, as applicable.

6. Termination.

(a) *Termination by Customer Party.* During the term of this Agreement, the Customer Party may terminate this Agreement (or, with respect to all items except items (2) and (7) below, the particular Service or SOW only):

(1) if the Customer Party is prohibited by law from receiving such Services from the Providing Party;

(2) in the event of a material breach of any covenant or representation and warranty contained herein or otherwise directly relating to or affecting the Services to be provided hereunder of the Providing Party that cannot be or has not been cured by the thirtieth (30th) day from the Customer Party’s giving of written notice of such breach to the Providing Party, which notice shall be given within forty-five (45) days of the later of the occurrence of such breach or Customer Party’s discovery of such breach;

(3) if the Providing Party fails to comply with all applicable regulations to which the Providing Party is subject directly relating to or affecting the Services to be performed hereunder, which failure cannot be or has not been cured by the thirtieth (30th) day from the Customer Party’s giving of written notice of such failure to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such failure or Customer Party’s discovery of such failure;

(4) if the Providing Party or any member of its Group providing Services hereunder is cited by a Governmental Authority for materially violating any law governing the performance of a Service, which violation cannot be or has not been cured by the thirtieth (30th) day from the Customer Party’s giving of written notice of such citation to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such citation or Customer Party’s discovery of such citation;

(5) if the Providing Party fails to meet any Critical Performance Standard for a period of two consecutive months or three nonconsecutive months in any rolling twelve (12)-month period, which failure cannot be or has not been cured by the thirtieth (30th) day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such failure or Customer Party's discovery of such failure;

(6) if the Providing Party fails to meet any Performance Standard for a period of two consecutive months or four nonconsecutive months in any rolling twelve (12)-month period, which failure cannot be or has not been cured by the thirtieth (30th) day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such failure or Customer Party's discovery of such failure;

(7) if the Providing Party (A) becomes insolvent, (B) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent or files any petition or answer seeking reorganization, readjustment, or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee, or liquidator is appointed for any of the property of the other party and within sixty (60) days thereof such party fails to secure a dismissal thereof, or (C) makes any assignment for the benefit of creditors, which bankruptcy, insolvency, or assignment cannot be or has not been cured by the thirtieth (30th) day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such event or Customer Party's discovery of such event, and

(8) in the event of any material infringement of such Customer Party's Intellectual Property (as defined in the Intellectual Property Agreement between Ocwen and Altisource, dated October 1, 2012, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof (the "Intellectual Property Agreement")), including Intellectual Property developed hereunder pursuant to Section 10 below, by the Providing Party, which infringement cannot be or has not been cured by the thirtieth (30th) day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within forty-five (45) days of the later of occurrence of such event or Customer Party's discovery of such event.

For the avoidance of doubt, with respect to all items except item (1) above, if the Providing Party has cured the underlying event or circumstance giving rise to written notice of the same, within the time period specified above, the Customer Party may not terminate this Agreement or the applicable Service or SOW; provided, however, that the Customer Party may, if it so states in the written notice required to be provided to the Providing Party pursuant to the above, cause the Providing Party to suspend the Service performed under this Agreement or the applicable SOW until the Providing Party has cured such breach, failure, insolvency, bankruptcy, or assignment, as the case may be. Furthermore, if the Providing Party is unable to effect a cure of the event or circumstance occurring under this Section 6(a) within the time period specified, despite a good faith effort to effect such cure, the Customer Party shall allow the Providing Party such additional time as is reasonably required to effect such cure without termination of this Agreement or the applicable Service or SOW, but in no event shall such additional time exceed ninety (90) days unless otherwise agreed by the parties.

(b) *Termination by Providing Party.* During the term of this Agreement, the Providing Party may terminate this Agreement or the particular Service or SOW only:

(1) if the Customer Party fails to make any payment for any portion of Services the payment of which is not being disputed in good faith by the Customer Party, which payment remains unpaid by the ninetieth (90th) day from the Providing Party's giving of written notice of such failure to the Customer Party;

(2) if the Customer Party, or any member of its Group providing Services hereunder, or the Providing Party receives an order from a Governmental Authority prohibiting the performance of the Services;

(3) if the Providing Party or any member of its Group providing Services hereunder is notified by a Governmental Authority, due to the actions of the Customer Party, for materially violating any law governing the performance of a Service, which violation cannot be or has not been cured by the Customer Party by the sixtieth (60th) day from the receipt of notice of such violation;

(4) if the Customer Party or any member of its Group (A) becomes insolvent, (B) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent or files any petition or answer seeking reorganization, readjustment, or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee, or liquidator is appointed for any of the property of the other party and within sixty (60) days thereof such party fails to secure a dismissal thereof, or (C) makes any assignment for the benefit of creditors;

(5) in the event of any material infringement of such Providing Party's Intellectual Property, (as defined in the Intellectual Property Agreement between Ocwen and Altisource, dated October 1, 2012, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof (the "Intellectual Property Agreement")) including Intellectual Property developed hereunder pursuant to Section 10 below, by the Customer Party or any member of its Group; and

(6) in the event of a material breach of any covenant or representation and warranty contained herein or otherwise directly relating to or affecting the Services to be provided hereunder of the Customer Party or any member of its Group that cannot be or has not been cured by the sixtieth (60th) day from the Providing Party's giving of written notice of such breach to the Customer Party.

For the avoidance of doubt, with respect to items (3) and (6) above, if the Customer Party has cured the underlying event or circumstance giving rise to written notice of the same, within the time period specified above, the Providing Party may not terminate this Agreement or the applicable Service or SOW; provided, however, that the Providing Party may, if it so states in the written notice required to be provided to the Customer Party pursuant to the above, suspend the Service performed hereunder or under the applicable SOW until the Customer Party has cured such violation or breach, as the case may be. Furthermore, if the Customer Party is unable to effect a cure of the event or circumstance occurring under this Section 6(b) within the time period specified, despite a good faith effort to effect such cure, Providing Party shall allow Customer Party such additional time as reasonably required to effect such cure without termination of this Agreement or the applicable Service or SOW, but in no event shall such additional time exceed 90 days unless otherwise agreed by the parties.

(c) *Termination for Convenience.* Any Service or SOW may be terminated in whole or in part by the Customer Party with not less than ninety (90) days' written notice of such termination to the Providing Party in the event the Customer Party and the members of its Group discontinue the line of business receiving such Services. In the event the Customer Party terminates such Service or SOW in accordance with this Section 6(c), unless otherwise set forth herein or in the applicable SOW, such party shall be responsible for payment of the following costs and expenses that are directly related to or resulting from the early termination of such Service or SOW: (i) costs and expenses relating to the re-employment or termination of a Providing Party's employee who had been previously engaged in providing the Services governed by the terminated Service or SOW; (ii) costs and expenses relating to existing contracts with third parties that had been entered into by the Providing Party or any member of its Group solely for the provision of Services under such terminated Service or SOW; and (iii) costs and expenses relating to facilities, hardware, and equipment (including depreciation) used solely for the purpose of providing such Services or SOW.

(d) *Wind-Down Period.* During the period six (6) months prior to the date of termination of this Agreement, the Providing Party shall have no obligation to (i) expand the scope of its Services under this Agreement or any SOW, (ii) perform any new or additional Services under this Agreement or any SOW, or (iii) invest in hardware, software, or equipment for performance of a Service or SOW.

(e) *Post-Termination Services.* Upon termination of this Agreement, any SOW, or any Services, for any reason whatsoever, the Customer Party or any member of its Group may elect to purchase post-termination services from the Providing Party for a period of two hundred and seventy (270) days from the date on which this Agreement terminates on the current terms hereunder or in place under the applicable SOW(s).

(f) *Effects of Termination.*

(1) Upon the early termination of any Service pursuant to this Section 6, or upon the expiration of the applicable Service Period, following the effective time of the termination, the Providing Party shall no longer be obligated to provide such Service; provided that the Customer Party shall be obligated to reimburse the Providing Party for any reasonable out-of-pocket expenses or costs attributable to such termination unless otherwise provided herein or in the applicable SOW(s).

(2) No termination, cancelation, or expiration of this Agreement shall prejudice the right of either party hereto to recover any payment due at the time of termination, cancelation, or expiration (or any payment accruing as a result thereof), nor shall it prejudice any cause of action or claim of either party hereto accrued or to accrue by reason of any breach or default by the other party hereto.

(3) Notwithstanding any provision herein to the contrary, Sections 4, 9, and 12 through 22 of this Agreement shall survive the termination of this Agreement.

7. Change Order Procedures; Temporary Emergency Changes.

(a) The parties hereto may change the nature and scope of Services provided hereunder or under any SOW by mutual agreement. The party seeking the change shall submit a request containing: (i) the identity of the party requesting such change; (ii) the reason(s) for the change; (iii) a description of the requested change; and (iv) a timetable for the implementation of the change. The non-requesting Party shall have thirty (30) Business Days to consider the suggested change and either approve or decline such change. For the avoidance of doubt, no change to any Service or SOW will become part of the Performance Standard for such Service or SOW without the Providing Party's prior approval.

(b) The parties hereto agree to cooperate in good faith to determine and implement additional procedures for change orders as needed.

(c) Notwithstanding the foregoing, in the event the Providing Party is unable to contact the Customer Party's designated contact for a specific Service or SOW after reasonable effort, the Providing Party may make temporary changes to any SOW or Services, which the Providing Party shall document and report to the Customer Party the next Business Day. Such changes shall become permanent only if the Providing Party subsequently follows the procedures in Section 7(a) hereof for permanent change order procedures. The Customer Party shall not be obligated to pay for any changed Services performed without its prior approval.

(d) The Customer Party may, in an emergency, request additional Services to be performed as promptly as practicable, and the Providing Party shall use its reasonable best efforts to perform such Services as promptly as practicable. While the Providing Party will continue to provide services in line with the request from the Customer Party, in the event that the Providing Party plans to incur materially additional costs in providing this service, the Providing Party may submit a financial proposal to make the Providing Party financially whole. In such a case, the Customer Party and Providing Party may agree for the one-time increase in payment for the emergency. Such emergency request shall last no longer than thirty (30) Business Days, and the Providing Party shall have no obligation to continue performing such Services unless the Customer Party follows the procedures in Section 7(a) hereof for permanent change order procedures.

8. Right of First Opportunity.

(a) If the Customer Party or any member of its Group elects to receive any Additional Service (as defined below), it shall first request a proposal for the provision of such Additional Service from the Providing Party. The Providing Party shall have thirty (30) Business Days (the "Exclusive Tender Period") to respond to such request for Additional Service and to provide a proposed SOW to the Customer Party. During the Exclusive Tender Period, the Customer Party shall not solicit proposals or negotiate with any other third party with respect to such request for Additional Service. Upon receipt of the Providing Party's proposal for the Additional Service, the Customer Party shall consider such proposal and shall negotiate with the Providing Party in good faith with respect to the possible provision by the Providing Party of such Additional Services.

(b) If, at the end of the Exclusive Tender Period, the Providing Party and the Customer Party do not agree on the proposed SOW, the Customer Party may solicit proposals from third parties with respect to the Additional Service; provided, however, that the Customer Party shall not disclose any information received from the Providing Party, whether verbal or written, in the proposed SOW or during the Exclusive Tender Period negotiations, and such information shall be subject to the terms of Section 12 (Confidentiality) hereof.

(c) As an alternative to the procedures set forth in Sections 8(a) and 8(b), Customer Party may solicit proposals or negotiate with third parties with respect to an Additional Service (such third parties referred to as "Third Party Additional Service Providers") during the Exclusive Tender Period so long as:

(1) at least fifteen Business Days prior to engaging any Third Party Additional Service Provider, Customer Party shall disclose to Providing Party a description of the Additional Services to be provided by such Third Party Additional Service Provider and all fees, costs, and other expenses to be charged by such Third Party Additional Service Provider (such description referred to as a "Third Party Additional Service Offer");

(2) within ten (10) Business Days of receipt of any Third Party Additional Service Offer, Providing Party shall have the right to make an offer (a "Matching Offer") to provide the same or substantially the same Additional Services as set forth in the Third Party Additional Service Offer; and

(3) if the fees set forth in the Matching Offer do not exceed the fees set forth in the Third Party Additional Services Offer, Customer Party may not accept the Third Party Additional Services Offer. Conversely, if the fees set forth in the Matching Offer exceed the fees set forth in the Third Party Additional Services Offer, Customer Party may accept the Third Party Additional Services Offer.

(d) For purposes of this Agreement, "Additional Service" means a service that: (i) is reasonably similar to the Services provided hereunder or under any SOW; (ii) could reasonably be performed in facilities located in India, the United States, Canada, Uruguay, the United States Virgin Islands, or other facilities similar to the Providing Party's facilities in these locations; (iii) reasonably would be expected to involve a purchase volume greater than two hundred thousand dollars (\$200,000) on an annual basis; and (iv) is not an Applicable Service.

(e) For the avoidance of doubt, the Providing Party shall not be restricted from providing services to a third party that are similar or identical to the Services.

9. Miscellaneous.

(a) This Agreement may be executed in one or more counterparts, including by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties hereto.

(b) This Agreement, the schedules hereto, the Services Letter, and any Fee Letter, contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments, and conversations with respect to such subject matter, and there are no agreements or understandings between the parties with respect to the subject matter hereof other than those set forth or referred to in this Agreement.

(c) Ocwen represents on behalf of itself and each member of the Ocwen Group, and Altisource represents on behalf of itself and each member of the Altisource Group, as follows:

(1) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby; and

(2) this Agreement has been duly executed and delivered and constitutes, or will constitute, a valid and binding agreement enforceable in accordance with the terms hereof.

(d) This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in such state and irrespective of the choice of law principles of the State of New York, as to all matters.

(e) Except for the indemnification rights under this Agreement (i) the provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to confer upon any Person except the parties hereto any rights or remedies hereunder and (ii) there are no third party beneficiaries of this Agreement, and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

(f) All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (i) delivered in person, (ii) sent by facsimile (except that, if not sent during normal business hours for the recipient, then at the opening of business on the next Business Day for the recipient) to the facsimile numbers set forth below, or (iii) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Ocwen, to:

Ocwen Mortgage Servicing, Inc.
402 Strand Street
Frederiksted, Virgin Islands 00840-3531
Attn: Corporate Secretary
Facsimile number: _____

If to Altisource, to:

Altisource Solutions S.à r.l.
291 route d'Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Facsimile number: 352-2744-9499
With a copy to: contractmanagement@altisource.com

Either Party may, by notice to the other party, change the address to which such notices are to be given.

(g) If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the parties.

(h) The article, section, and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Waiver by any Party hereto of any default by any other party hereto of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

(j) In the event of any actual or threatened default in, or breach of, any of the terms, conditions, or provisions of this Agreement, the party or parties that are to be hereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party or parties shall not oppose the granting of such relief. The parties to this Agreement agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

(k) No provisions of this Agreement shall be deemed waived, amended, supplemented, or modified by any Party hereto, unless such waiver, amendment, supplement, or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement, or modification.

(l) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein," and "herewith," and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all schedules hereto) and not to any particular provision of this Agreement. Article, Section, Exhibit, Schedule, and Appendix references are to the articles, sections, exhibits, schedules, and appendices of or to this Agreement unless otherwise specified. Any reference herein to this Agreement, unless otherwise stated, shall be construed to refer to this Agreement as amended, supplemented, or otherwise modified from time to time, as permitted by Section 9(k). The word "including," and words of similar import, when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsperson of this Agreement or any such provision.

(m) Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New York located in the County of New York or in the United States District Court for the Southern District of New York (if any Party to such action or proceeding has or can acquire jurisdiction), and each of the parties hereto (i) irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, (ii) waives any objection it may now or hereafter have to venue or to convenience of forum, (iii) agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court, and (iv) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The parties to this Agreement agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and bargained agreement between the parties hereto to irrevocably waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section 9(m) may be served on any Party to this Agreement anywhere in the world.

10. Intellectual Property. The Providing Party or a member of its Group shall retain all rights to all technology and Intellectual Property owned or licensed by the Providing Party or a member of its Group prior to the provision of Services hereunder or developed by the Providing Party and any member of its Group during the course of and in association with the provision of Services under this Agreement by the Providing Party and any member of its Group, including all derivative works. The Customer Party and any member of its Group shall retain all rights to all Intellectual Property owned or licensed by the Customer Party or a member of its Group prior to the provision of Services hereunder or developed by the Customer Party or a member of its Group during the course of and in association with the provision of Services by the Providing Party under this Agreement, including all derivative works. To the extent any technology or Intellectual Property is jointly developed by the Providing Party or a member of its Group on the one hand and the Customer Party or a member of its Group on the other, it shall be deemed Ocwen IP if it relates to the Ocwen Business, or Altisource Licensed Intellectual Property if it relates to the Altisource Business, as these terms are defined in the Intellectual Property Agreement. Any intellectual property not already part of the Altisource IP, the Altisource Licensed Intellectual Property, or the Ocwen IP, as those terms are defined in the Intellectual Property Agreement, shall become Altisource Licensed Intellectual Property if owned by Altisource, or Ocwen IP if owned by Ocwen. All intellectual property that is involved in the provision of Services hereunder, therefore, shall be subject to the terms and conditions of the Intellectual Property Agreement.

11. Cooperation; Access; Steering Committee.

(a) The Customer Party shall, and shall cause its Group to, permit the Providing Party and its employees and representatives access, on Business Days during hours that constitute regular business hours for the Customer Party and upon reasonable prior request, to the premises of the Customer Party and its Group and such data, books, records, and personnel designated by the Customer Party and its Group as involved in receiving or overseeing the Services as the Providing Party may reasonably request for the purposes of providing the Services. The Providing Party shall provide the Customer Party, upon reasonable prior written notice, such documentation relating to the provision of the Services as the Customer Party may reasonably request for the purposes of confirming any Invoiced Amount pursuant to this Agreement. Any documentation so provided to the Providing Party pursuant to this Section 11 will be subject to the confidentiality obligations set forth in Section 12 of this Agreement.

(b) Each party hereto shall designate a relationship manager (each, a “Relationship Executive”) to report and discuss issues with respect to the provision of the Services and successor relationship executives in the event that a designated Relationship Executive is not available to perform such role hereunder. The initial Relationship Executive designated by Ocwen shall be William C. Erbey and the initial Relationship Executive designated by Altisource shall be William B. Shepro. Either party may replace its Relationship Executive at any time by providing written notice thereof to the other party hereto.

12. Confidentiality.

(a) Subject to Section 12(b), each of Ocwen and Altisource, on behalf of itself and each other member of its Group, agrees to hold, and to cause its directors, officers, employees, agents, accountants, counsel and other advisors, and representatives to hold, in strict confidence, with at least the same degree of care that applies to confidential and proprietary Information of Ocwen pursuant to policies in effect as of the Effective Date, all Information concerning the other Group that is either in its possession (including Information in its possession prior to the Effective Date) or furnished by the other Group or its directors, officers, employees, agents, accountants, counsel and other advisors, and representatives at any time pursuant to this Agreement, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder, except to the extent that such Information has been (i) in the public domain through no fault of such party or any other member of such party’s Group or any of their respective directors, officers, employees, agents, accountants, counsel and other advisors, and representatives, (ii) later lawfully acquired from other sources by such party (or any other member of such party’s Group), which sources are not known by such party to be themselves bound by a confidentiality obligation, or (iii) independently generated without reference to any proprietary or confidential Information of any member of the other Group.

(b) Each party agrees not to release or disclose, or permit to be released or disclosed, any such Information (excluding Information described in clauses (i), (ii) and (iii) of Section 12(a)) to any other Person, except its directors, officers, employees, agents, accountants, counsel and other advisors, and representatives who need to know such Information (who shall be advised of their obligations hereunder with respect to such Information), except in compliance with Section 12(c). Without limiting the foregoing, when any Information is no longer needed for the purposes contemplated by this Agreement, each party will promptly, after request of the other party, either return the Information to the other party in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other party that any Information not returned in a tangible form (including any such Information that exists in an electronic form) has been destroyed (and such copies thereof and such notes, extracts, or summaries based thereon).

(c) In the event that either party or any other member of its Group either determines on the advice of its counsel that it is required to disclose any Information pursuant to applicable law or receives any demand under lawful process or from any Governmental Authority to disclose or provide Information of the other party (or any other member of the other party’s Group) that is subject to the confidentiality provisions hereof, such party shall, to the extent permitted by law, notify the other party prior to disclosing or providing such Information and shall cooperate, at the expense of the requesting Party, in seeking any reasonable protective arrangements requested by such other party. Subject to the foregoing, the Person that received such request may thereafter disclose or provide Information to the extent required by such law (as so advised by counsel) or by lawful process or such Governmental Authority.

13. Dispute Resolution.

(a) It is the intent of the parties to use reasonable best efforts to resolve expeditiously any dispute, controversy, or claim between or among them with respect to the matters covered hereby that may arise from time to time on a mutually acceptable negotiated basis. In furtherance of the foregoing, a party hereto involved in a dispute, controversy, or claim may deliver a notice (an “Escalation Notice”) demanding an in-person meeting involving representatives of the parties hereto at a senior level of management (or, if the parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the General Counsel, or like officer or official, of the party hereto involved in the dispute, controversy, or claim (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location, or procedures for such discussions or negotiations between the parties may be established by the parties from time to time; provided, however, that the parties shall use reasonable best efforts to meet within thirty (30) days of the Escalation Notice.

14. Warranties; Limitation of Liability; Indemnity.

(a) Other than the statements expressly made by the Providing Party in this Agreement or in any SOW, the Providing Party makes no representation or warranty, express or implied, with respect to the Services and, except as provided in Section 14(b) hereof, the Customer Party hereby waives, releases, and renounces all other representations, warranties, obligations, and liabilities of the Providing Party, and any other rights, claims, and remedies of the Customer Party against the Providing Party, express or implied, arising by law or otherwise, with respect to any nonconformance, durability, error, omission, or defect in any of the Services, including: (i) any implied warranty of merchantability, fitness for a particular purpose, or non-infringement; (ii) any implied warranty arising from course of performance, course of dealing, or usage of trade; and (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of the Providing Party.

(b) None of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall be liable for any action taken or omitted to be taken by the Providing Party or such person under or in connection with this Agreement, except that the Providing Party shall be liable for direct damages or losses incurred by the Customer Party or the Customer Party's Group arising out of the gross negligence or willful misconduct of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives in the performance or nonperformance of the Services or Ancillary Services.

(c) In no event shall: (i) the amount of damages or losses for which the Providing Party and the Customer Party may be liable under this Agreement exceed the fees due to the Providing Party for the most recent six (6) month period under the applicable Service or SOW(s); provided that if Services have been performed for less than six (6) months, then the damages or losses will be limited to the value of the actual Services performed during such period; or (ii) the aggregate amount of all such damages or losses for which the Providing Party may be liable under this Agreement exceed one million dollars (\$1,000,000); provided that no such cap shall apply to liability for damages or losses arising from or relating to breaches of Section 12 (Confidentiality), infringement of Intellectual Property, or fraud or criminal acts. Except as provided in Section 14(b) hereof, none of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall be liable for any action taken or omitted to be taken by, or the negligence, gross negligence, or willful misconduct of, any third party.

(d) Notwithstanding anything to the contrary herein, none of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall be liable for damages or losses incurred by the Customer Party or any of the Customer Party's Affiliates for any action taken or omitted to be taken by the Providing Party or such other person under or in connection with this Agreement to the extent such action or omission arises from actions taken or omitted to be taken by, or the negligence, gross negligence, or willful misconduct of, the Customer Party or any of the Customer Party's Affiliates.

(e) Without limiting Section 14(b) hereof, no Party hereto or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall in any event have any obligation or liability to the other party hereto or any such other person whether arising in contract (including warranty), tort (including active, passive, or imputed negligence) or otherwise for consequential, incidental, indirect, special, or punitive damages, whether foreseeable or not, arising out of the performance of the Services or this Agreement, including any loss of revenue or profits, even if a Party hereto has been notified about the possibility of such damages; provided, however, that the provisions of this Section 14(e) shall not limit the indemnification obligations hereunder of either party hereto with respect to any liability that the other party hereto may have to any third party not affiliated with any member of the Providing Party's Group or the Customer Party's Group for any incidental, consequential, indirect, special, or punitive damages.

(f) The Customer Party shall indemnify and hold the Providing Party and its Affiliates and any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives harmless from and against any and all damages, claims, or losses that the Providing Party or any such other person may at any time suffer or incur, or become subject to, as a result of or in connection with this Agreement or the Services provided hereunder, except those damages, claims, or losses incurred by the Providing Party or such other person arising out of the gross negligence or willful misconduct by the Providing Party or such other person.

15. Additional Agreements. The Providing Party shall:

- (a) maintain data backup and document storage and retrieval systems adequate for the provision of the Services;
- (b) maintain a business continuity plan adequate for the provision of the Services and shall provide a copy of such plan upon the Customer Party's request; and
- (c) provide the Services under this Agreement and any SOW in compliance with (i) all obligations and applicable laws, including, but not limited to, privacy and data protection laws, labor and overtime laws, tax laws, the U.S. Foreign Corrupt Practices Act, and environmental protection laws, and (ii) all requirements from any Governmental Authority to maintain necessary licenses and permits.

16. Taxes. Unless otherwise provided herein or in an applicable SOW, each party hereto shall be responsible for the cost of any sales, use, privilege, and other transfer or similar taxes imposed on that Party as a result of the transactions contemplated hereby. Any amounts payable under this Agreement are exclusive of any goods and services taxes, value added taxes, sales taxes, or similar taxes ("Sales Taxes") now or hereinafter imposed on the performance or delivery of Services, and an amount equal to such taxes so chargeable shall, subject to receipt of a valid receipt or invoice as required below in this Section 16, be paid by the Customer Party to the Providing Party in addition to the amounts otherwise payable under this Agreement. In each case where an amount in respect of Sales Tax is payable by the Customer Party in respect of a Service provided by the Providing Party, the Providing Party shall furnish in a timely manner a valid Sales Tax receipt or invoice to the Customer Party in the form and manner required by applicable law to allow the Customer Party to recover such tax to the extent allowable under such law.

17. Public Announcements. No Party to this Agreement shall make, or cause to be made, any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other party hereto unless otherwise required by law, in which case the party making the press release, public announcement, or communication shall give the other party reasonable opportunity to review and comment on such and the parties shall cooperate as to the timing and contents of any such press release, public announcement, or communication.

18. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. No Party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party hereto; provided, however, that either party may assign this Agreement without the consent of the other party to any third party that acquires, by any means, including by merger or consolidation, all or substantially all the consolidated assets of such party. Any purported assignment in violation of this Section 18 shall be void and shall constitute a material breach of this Agreement.

19. Relationship of the Parties. The parties hereto are independent contractors and none of the parties hereto is an employee, partner, or joint venturer of the other. Under no circumstances shall any of the employees of a Party hereto be deemed to be employees of the other party hereto for any purpose. Except as expressly provided herein, none of the parties hereto shall have the right to bind the others to any agreement with a third party or to represent itself as a partner or joint venturer of the other by reason of this Agreement.

20. Force Majeure. Neither party hereto shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, acts of a public enemy, acts of terrorism, riots, or other events that arise from circumstances beyond the reasonable control of that Party (each, a "Force Majeure Event"). During the pendency of such Force Majeure Event, each of the parties hereto shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall, upon termination of such intervening event, promptly resume its obligations under this Agreement.

21. Non-Solicitation. The Customer Party acknowledges that the value to the Providing Party of its business and the transactions contemplated by this Agreement would be substantially diminished if such Customer Party or any of its Affiliates were to solicit the employment of or hire any employee of the Providing Party or any member of its Group performing Services, or who has performed Services, hereunder. Accordingly, the Customer Party agrees that neither it nor any of its Affiliates shall, directly or indirectly, and without the prior consent of the other party, solicit the employment of, or hire, employ, or retain, or otherwise encourage or cause to leave employment with the Providing Party, or cause any other Person to hire, employ, or retain, or otherwise encourage or cause to leave employment with the Providing Party or any of its Affiliates, any Person who is or was employed by the Providing Party or any of its Affiliates with respect to the provision of Services at any time within twelve (12) months preceding the time of such solicitation or hiring, employment, retention, or encouragement.

22. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

OCWEN MORTGAGE SERVICING, INC.

By: /s/ John V. Britti
John V. Britti
Title: Executive Vice President, Chief Financial Officer and Treasurer

ALTISOURCE SOLUTIONS S.À R.L.

By: /s/ William B. Shepro
William B. Shepro
Manager

SCHEDULE I

SERVICES

Service	Service Period
Valuation Services	Through August 31, 2020
Property Preservation and Inspection	Through August 31, 2020
REO Sales	Through August 31, 2020
Trustee Services	Through August 31, 2020
Title Services	Through August 31, 2020
Due Diligence Services	Through August 31, 2020
Mortgage Charge off Collection	Through August 31, 2020
Mortgage Fulfillment and Underwriting Services	Through August 31, 2020

TECHNOLOGY PRODUCTS SERVICES AGREEMENT

This **TECHNOLOGY PRODUCTS SERVICES AGREEMENT**, dated as of October 1, 2012 (the “Effective Date”), between Ocwen Mortgage Servicing, Inc., a corporation organized under the laws of the United States Virgin Islands (“Ocwen,” or together with its Affiliates, “Ocwen Group”), and Altisource Solutions S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg (“Altisource,” or together with its Affiliates, “Altisource Group”).

RECITALS

WHEREAS, Ocwen desires to receive, and Altisource is willing to provide, or cause to be provided, certain technology products services in connection with the Ocwen business, in each case subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings:

“**Affiliate**” or “**Affiliates**” means with respect to any Person: (a) any directly or indirectly wholly owned subsidiary of such Person; (b) any Person that directly or indirectly owns 100% of the voting stock of such Person; or (c) a Person that controls, is controlled by, or is under common control with such Person. As used herein, “control” of any entity means the possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by contract, or otherwise. Furthermore, with respect to any Person that is partially owned by such Person and does not otherwise constitute an Affiliate (a “Partially Owned Person”), such Partially Owned Person shall be considered an Affiliate of such Person for purposes of this Agreement if such Person can, after making a good faith effort to do so, legally bind such Partially Owned Person to this Agreement.

“**Agreement**” means this Technology Products Services Agreement, including the Schedules hereto, any Technology Products Letter, any Fee Letter, and any SOWs entered into pursuant to Section 2(b).

“**Altisource Business**” means the knowledge process outsourcing business, consisting of the mortgage servicing business, the financial servicing business, and the technology products business.

“**Applicable Services**” means business process outsourcing services of the type provided in the ordinary course of business of the Providing Party as of the date of this Agreement.

“**Customer Party**” means a party in its capacity of receiving a Service hereunder, including Ocwen.

“**Fixed Price Project**” means any Service designated as such on Schedule I, in the Technology Products Letter, or the applicable SOW.

“**Governmental Authority**” shall mean any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other legislative, judicial, regulatory, administrative, or governmental authority.

“**Group**” means, collectively, either party’s Subsidiaries and Affiliates.

“Information” means information, whether or not patentable or copyrightable, in written, oral, electronic, or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, algorithms, computer programs, or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos, and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee, or business information or data.

“Ocwen Business” means (a) the business and operations of Ocwen and its Subsidiaries and other Affiliates immediately after the Effective Date and (b) except as otherwise expressly provided herein, any terminated, divested, or discontinued businesses or operations of Ocwen and its Subsidiaries and other Affiliates.

“Providing Party” means a party in its capacity of providing a Service hereunder, including Altisource.

“Services” means the services set forth on Schedule I (as further described in the Technology Products Letter) and/or in any SOWs, as the context requires.

“SOW” means a statement of work entered into between the parties on an as-needed basis to describe a particular service that is not covered specifically in a schedule hereto or in the Services Letter, but has been agreed to be provided pursuant to the terms of this Agreement except as otherwise set forth in such SOW.

“Subsidiary” or “Subsidiaries” of any Person means any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however, that any Person that is not wholly owned by any other Person shall not be a Subsidiary of such other Person unless such other Person controls, or has the right, power, or ability to control that Person.

2. Provision of Services.

(a) *Generally.* Subject to the terms and conditions of this Agreement, Altisource shall provide, or cause to be provided, to Ocwen and the Ocwen Group, the services set forth on Schedule I, in each case (i) as further described in a letter between the Providing Party and the Customer Party dated as of the date hereof (the “Technology Products Letter”), and (ii) for the periods commencing on the date hereof through the respective period specified on Schedule I (the “Service Period”), unless such period is earlier terminated in accordance with Section 5.

(b) *Statements of Work.* In addition to the services set forth on Schedule I, from time to time during the term of this Agreement the parties shall have the right to enter into SOWs to set forth the terms of any related or additional services to be performed hereunder. Any SOW shall be agreed to by each party, shall be in writing and (I) shall contain, to the extent applicable: (i) the identity of each of the Providing Party and the Customer Party; (ii) a description of the Services to be performed thereunder; (iii) the applicable Performance Standard for the provision of such Service, if different from the Performance Standard; (iv) a description of the penalties of nonperformance and the incentives for performance in accordance with the applicable Performance Standard; (v) a description of the Customer Party’s criteria for evaluating the acceptance of deliverables; (vi) the amount, schedule and method of compensation for provision of such Service; and (vii) the Customer Party’s standard operating procedures for receipt of services similar to such Service, including operations, compliance requirements and related training schedules; and (II) may contain (i) a description of the renewal option for such SOW; (ii) information technology support requirements of the Customer Party with respect to such Service; (iii) training and support commitments with respect to such Service; (iv) the number of full-time employees required for such Service; and (v) any other terms the parties desire. For the avoidance of doubt, the terms and conditions of this Agreement shall apply to any SOW.

(c) The Services shall be performed on Business Days during hours that constitute regular business hours for each of Ocwen and Altisource, unless otherwise agreed or as provided on Schedule I hereto, in the Technology Products Letter, or an applicable SOW. No Customer Party, nor any member of its respective Group, shall resell, subcontract, license, sublicense, or otherwise transfer any of the Services to any Person whatsoever, or permit use of any of the Services by any Person other than by the Customer Party and its Affiliates directly in connection with the conduct of the Customer Party's respective business in the ordinary course of business.

(d) Notwithstanding anything to the contrary in this Section 2 (but subject to the following), the Providing Party shall have the exclusive right to select, employ, pay, supervise, administer, direct, and discharge any of its employees who will perform Services. The Providing Party shall be responsible for paying such employees' compensation and providing to such employees any benefits. With respect to each Service, the Providing Party shall use commercially reasonable efforts to have qualified individuals participate in the provision of such Service; provided, however, that (i) the Providing Party shall not be obligated to have any individual participate in the provision of any Service if the Providing Party determines that such participation would adversely affect the Providing Party or its Affiliates; and (ii) none of the Providing Party or its Affiliates shall be required to continue to employ any particular individual during the applicable Service Period.

3. Standard of Performance. The Providing Party shall use commercially reasonable efforts to provide, or cause to be provided, to the Customer Party and its Group, each Service with such quality standards, service level requirements, specifications, and acceptance criteria identified in the Technology Products Letter or the respective SOW (including any "Critical Performance Standards," as identified in any SOW) (the "Performance Standard"), unless otherwise specified in this Agreement. Notwithstanding the foregoing, no Providing Party shall have any obligation hereunder to provide to any Customer Party any improvements, upgrades, updates, substitutions, modifications, or enhancements to any of the Services unless otherwise specified in the Technology Products Letter or applicable SOW. The Customer Party acknowledges and agrees that the Providing Party may be providing services similar to the Services provided hereunder and/or services that involve the same resources as those used to provide the Services to its and its Affiliates' business units and other third parties.

4. Fees for Services.

(a) As compensation for a particular Service, the Customer Party agrees to pay to the Providing Party, for each of the first two (2) successive years during which such Service is provided (the "Initial Fee Period"), the respective amount set forth in (i) the Technology Products Letter (or, if applicable, in a separate fee letter to be delivered by the Providing Party to the Customer Party dated as of the date hereof (the "Fee Letter")) or (ii) with respect to any Service performed pursuant to an SOW, in such SOW. The parties intend that any such fees reflect the market rate for comparable services. In the event the Services provided are increased or decreased during the Service Period, the fees associated therewith shall be increased or decreased, as applicable, on a pro rata basis.

(b) The fees for the Services other than Fixed Price Projects shall be adjusted in each year subsequent to the Initial Fee Period as negotiated between the parties in good faith based on prevailing market conditions and inflation.

(c) The Customer Party shall not be obligated to pay fees for (i) new Services, other than Additional Services or Services requested pursuant to an SOW, that the Providing Party performs without the authorization of the Customer Party or of any member of its Group, or (ii) Services not provided due to a Force Majeure Event (as defined below).

(d) The parties will adhere to the business practices regarding invoicing and payment in place at the time of execution of this Agreement for all Services initially provided by the Providing Party for a maximum period of one (1) year from the date of this Agreement. After one (1) year, or in the case of any SOW, and unless otherwise specified in the applicable SOW, the Providing Party shall submit statements of account to the Customer Party (including any Sales Tax, as defined in Section 16) on a monthly basis with respect to all amounts payable by the Customer Party to the Providing Party hereunder (the "Invoiced Amount"), setting out the Services provided (by reference to the particular SOW, if applicable), and the amount billed in United States Dollars to the Customer Party as a result of providing such Services. The Customer Party shall pay the Invoiced Amount to the Providing Party by wire transfer of immediately available funds to an account or accounts specified by the Providing Party, or in such other manner as specified by the Providing Party in writing, or as otherwise reasonably agreed to by the Parties, within thirty (30) days of the date of delivery to the Customer Party of the applicable statement of account; provided, that, in the event of any dispute as to an Invoiced Amount, the Customer Party shall pay the undisputed portion, if any, of such Invoiced Amount in accordance with the foregoing, and shall pay the remaining amount, if any, promptly upon resolution of such dispute.

(e) The Providing Party shall maintain books and records adequate for the provision of the Services. At its own expense, the Customer Party may request an audit of the books and records of the Providing Party to determine performance in accordance with Section 4(d). If such audit reveals an underpayment of fees, the Customer Party shall promptly pay the underpayment amount in accordance with the terms of this Agreement. If such audit reveals an overpayment of fees, the Providing Party shall promptly refund the overpayment amount in accordance with Section 4(d).

(f) The Providing Party may, in its discretion and without any liability, suspend any performance under this Agreement upon failure of the Customer Party to timely make any payments required under this Agreement beyond the applicable cure date specified in Section 6(b)(1) of this Agreement.

(g) In the event that the Customer Party does not make any payment required under the provisions of this Agreement (including, for the avoidance of doubt, the Technology Products Letter and/or the Fee Letter) to the Providing Party when due in accordance with the terms hereof, the Providing Party may, at its option, charge the Customer Party interest on the unpaid amount at the rate of 2% per annum above the prime rate charged by JPMorgan Chase Bank, N.A. (or its successor). In addition, the Customer Party shall reimburse the Providing Party for all costs of collection of overdue amounts, including any reasonable attorneys' fees.

5. Term.

(a) *Initial Term.* This Agreement shall commence on the Effective Date and shall continue in full force and effect, subject to Section 5(b), until August 31, 2020 (the "Initial Term"), or the earlier date upon that this Agreement has been otherwise terminated in accordance with the terms hereof.

(b) *Renewal Term.* This Agreement may be renewed for successive two (2) year terms (each, a "Renewal Term") by mutual written agreement of the parties hereto, executed not less than six (6) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.

(c) In the event either party decides that it does not wish to renew this Agreement or any particular Service or SOW hereunder upon the expiration of the Initial Term or any Renewal Term, as applicable, such party shall so notify the other party at least nine (9) months before the completion of the Initial Term or Renewal Term, as applicable.

6. Termination.

(a) *Termination by Customer Party.* During the term of this Agreement, the Customer Party may terminate a particular Service or SOW in the event any of the following occurs with respect to such Service or SOW (or, with respect to items (2) and (7) below, Customer may terminate the Agreement in its entirety):

(1) if the Customer Party is prohibited by law from receiving such Services from the Providing Party;

(2) in the event of a material breach of any covenant or representation and warranty contained herein or otherwise directly relating to or affecting the Services to be provided hereunder by the Providing Party that cannot be or has not been cured by the sixtieth (60th) day from the Customer Party's giving of written notice of such breach to the Providing Party, which notice shall be given within forty-five (45) days of the later of the occurrence of such breach or Customer Party's discovery of such breach;

(3) if the Providing Party fails to comply with all applicable regulations to which the Providing Party is subject directly relating to or affecting the Services to be performed hereunder, which failure cannot be or has not been cured by the sixtieth (60th) day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such failure or Customer Party's discovery of such failure;

(4) if the Providing Party or any member of its Group providing Services hereunder is cited by a Governmental Authority for materially violating any law governing the performance of a Service, which violation cannot be or has not been cured by the sixtieth (60th) day from the Customer Party's giving of written notice of such citation to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such citation or Customer Party's discovery of such citation;

(5) if the Providing Party fails to meet any Critical Performance Standard for a period of two consecutive months or three non-consecutive months in any rolling twelve (12)-month period, which failure cannot be or has not been cured by the sixtieth (60th) day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such failure or Customer Party's discovery of such failure;

(6) if the Providing Party fails to meet any Performance Standard for a period of two consecutive months or four non-consecutive months in any rolling twelve (12)-month period, which failure cannot be or has not been cured by the sixtieth (60th) day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such failure or Customer Party's discovery of such failure; and

(7) if the Providing Party (A) becomes insolvent, (B) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent or files any petition or answer seeking reorganization, readjustment, or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee, or liquidator is appointed for any of the property of the other party and within sixty (60) days thereof such party fails to secure a dismissal thereof or (C) makes any assignment for the benefit of creditors, which bankruptcy, insolvency, or assignment cannot be or has not been cured by the sixtieth (60th) day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence of such event or Customer Party's discovery of such event, and

(8) in the event of any material infringement of such Customer Party's Intellectual Property (as defined in the Intellectual Property Agreement between Ocwen and Altisource, dated October 1, 2012, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof (the "Intellectual Property Agreement")), including Intellectual Property developed hereunder pursuant to Section 10 below, by the Providing Party, which infringement cannot be or has not been cured by the sixtieth (60th) day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within forty-five (45) days of the later of the occurrence such event or Customer Party's discovery of such event.

For the avoidance of doubt, with respect to all items except item (1) above, if the Providing Party has cured the underlying event or circumstance giving rise to written notice of the same, within the time period specified above, the Customer Party may not terminate this Agreement or the applicable Service or SOW; provided, however, that the Customer Party may, if it so states in the written notice required to be provided to the Providing Party pursuant to the above, cause the Providing Party to suspend the Service performed under this Agreement or the applicable SOW until the Providing Party has cured such breach, failure, insolvency, bankruptcy, or assignment, as the case may be. Furthermore, if the Providing Party is unable to effect a cure of the event or circumstance occurring under this Section 6(a) within the time period specified, despite a good faith effort to effect such cure, the Customer Party shall allow the Providing Party such additional time as reasonably required to effect such cure without termination of this Agreement or the applicable Service or SOW, but in no event shall such additional time exceed ninety (90) days unless otherwise agreed by the parties.

(b) *Termination by Providing Party.* During the term of this Agreement, the Providing Party may terminate this Agreement or the particular Service or SOW only:

(1) if the Customer Party fails to make any payment for any portion of Services the payment of which is not being disputed in good faith by the Customer Party, which payment remains unpaid by the ninetieth (90th) day from the Providing Party's giving of written notice of such failure to the Customer Party;

(2) if the Customer Party, or any member of its Group providing Services hereunder, or the Providing Party receives an order from a Governmental Authority prohibiting the performance of the Services;

(3) if the Providing Party or any member of its Group providing Services hereunder is notified by a Governmental Authority, due to the actions of the Customer Party, for materially violating any law governing the performance of a Service, which violation cannot be or has not been cured by the Customer Party by the 60th day from the receipt of notice of such violation;

(4) if the Customer Party or any member of its Group (A) becomes insolvent, (B) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent or files any petition or answer seeking reorganization, readjustment or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee or liquidator is appointed for any of the property of the other party and within 60 days thereof such party fails to secure a dismissal thereof or (C) makes any assignment for the benefit of creditors;

(5) in the event of any material infringement of such Providing Party's Intellectual Property (as defined in the Intellectual Property Agreement), including intellectual property developed hereunder pursuant to Section 10 below, by the Customer Party or any member of its Group; and

(6) in the event of a material breach of any covenant or representation and warranty contained herein or otherwise directly relating to or affecting the Services to be provided hereunder of the Customer Party or any member of its Group that cannot be or has not been cured by the 60th day from the Providing Party's giving of written notice of such breach to the Customer Party.

For the avoidance of doubt, with respect to items (3) and (6) above, if the Customer Party has cured the underlying event or circumstance giving rise to written notice of the same, within the time period specified above, the Providing Party may not terminate this Agreement or the applicable Service or SOW; provided, however, that the Providing Party may, if it so states in the written notice required to be provided to the Customer Party pursuant to the above, suspend the Service performed hereunder or under the applicable SOW until the Customer Party has cured such violation or breach, as the case may be. Furthermore, if the Customer Party is unable to effect a cure of the event or circumstance occurring under this Section 6(b) within the time period specified, despite a good faith effort to effect such cure, Providing Party shall allow Customer Party such additional time as reasonably required to effect such cure without termination of this Agreement or the applicable Service or SOW, but in no event shall such additional time exceed ninety (90) days unless otherwise agreed by the parties.

(c) *Termination for Convenience.* Any Service or SOW may be terminated in whole or in part by the Customer Party on not less than ninety (90) days' written notice of such termination to the Providing Party in the event the Customer Party and the members of its Group discontinue the line of business receiving such Services. In the event the Customer Party terminates such Service or SOW in accordance with this Section 6(c) unless otherwise set forth herein or in the applicable SOW, such party shall be responsible for payment of any costs and expenses of the Providing Party that are directly related to or resulting from the early termination of such Service or SOW, including, but not limited to, (i) costs and expenses relating to the re-employment or termination of a Providing Party's employee who had been previously engaged in providing the Services governed by the terminated Service or SOW, (ii) costs and expenses relating to existing contracts with third parties that had been entered into by the Providing Party or any member of its Group solely for the provision of Services under such terminated Service or SOW and (iii) costs and expenses relating to facilities, hardware, and equipment (including depreciation) used solely for the purpose of providing such Service or SOW.

(d) *Wind-Down Period.* During the period that is six (6) months prior to the date of termination of this Agreement, the Providing Party shall have no obligation to (i) expand the scope of its Services under this Agreement or any SOW, (ii) perform any new or additional Services under this Agreement or any SOW, or (iii) invest in hardware, software, or equipment for performance of a Service or SOW.

(e) *Post-Termination Services.* Upon termination of this Agreement, any SOW, or any Services, for any reason whatsoever, the Customer Party or any member of its Group may elect to purchase post-termination services from the Providing Party for a period of two-hundred and seventy (270) days from the date on which this Agreement terminates on the current terms hereunder or in place under the applicable SOW(s).

(f) *Effects of Termination.*

(1) Upon the early termination of any Service pursuant to this Section 6 or upon the expiration of the applicable Service Period, following the effective time of the termination, the Providing Party shall no longer be obligated to provide such Service; provided that the Customer Party shall be obligated to reimburse the Providing Party for any reasonable out-of-pocket expenses or costs attributable to such termination unless otherwise provided herein or in the applicable SOW(s).

(2) No termination, cancellation, or expiration of this Agreement shall prejudice the right of either party hereto to recover any payment due at the time of termination, cancellation, or expiration (or any payment accruing as a result thereof), nor shall it prejudice any cause of action or claim of either party hereto accrued or to accrue by reason of any breach or default by the other party hereto.

(3) Notwithstanding any provision herein to the contrary, Sections 4, 9, and 12 through 22 of this Agreement shall survive the termination of this Agreement.

7. Change Order Procedures; Temporary Emergency Changes.

(a) The parties hereto may change the nature and scope of Services provided hereunder or under any SOW by mutual agreement. The party seeking the change shall submit a request containing: (i) the identity of the party requesting such change; (ii) the reason(s) for the change; (iii) a description of the requested change; and (iv) a timetable for the implementation of the change. The non-requesting Party shall have thirty (30) Business Days to consider the suggested change and either approve or decline such change. For the avoidance of doubt, no change to any Service or SOW will become part of the Performance Standard for such Service or SOW without the Providing Party's prior approval.

(b) The parties hereto agree to cooperate in good faith to determine and implement additional procedures for change orders as needed.

(c) Notwithstanding the foregoing, in the event the Providing Party is unable to contact the Customer Group's designated contact for a specific Service or SOW after reasonable effort, the Providing Party may make temporary changes to any SOW or Services, which the Providing Party shall document and report to the Customer Party the next Business Day. Such changes shall become permanent only if the Providing Party subsequently follows the procedures in Section 7(a) hereof for permanent change order procedures. The Customer Party shall not be obligated to pay for any changed Services performed without its prior approval.

(d) The Customer Party may, in an emergency, request additional Services to be performed as promptly as practicable, and the Providing Party shall use its reasonable best efforts to perform such Services as promptly as practicable. While the Providing Party will continue to provide services in line with the request from the Customer Party, in the event that the Providing Party plans to incur materially additional costs in providing this service, the Providing Party may submit a financial proposal to make the Providing Party financially whole. In such a case, the Customer Party and Providing Party may agree for the one-time increase in payment for the emergency. Such emergency request shall last no longer than thirty (30) Business Days, and the Providing Party shall have no obligation to continue performing such Services unless the Customer Party follows the procedures in Section 7(a) hereof for permanent change order procedures.

8. Right of First Opportunity.

(a) If the Customer Party or any member of its Group elects to receive any Additional Service (as defined below), it shall first request a proposal for the provision of such Additional Service from the Providing Party. The Providing Party shall have thirty (30) Business Days (the "Exclusive Tender Period") to respond to such request for Additional Service and to provide a proposed SOW to the Customer Party. During the Exclusive Tender Period, the Customer Party shall not solicit proposals or negotiate with any other third party with respect to such request for Additional Service. Upon receipt of the Providing Party's proposal for the Additional Service, the Customer Party shall consider such proposal and shall negotiate with the Providing Party in good faith with respect to the possible provision by the Providing Party of such Additional Services.

(b) If, at the end of the Exclusive Tender Period, the Providing Party and the Customer Party do not agree on the proposed SOW, the Customer Party may solicit proposals from third parties with respect to the Additional Service; provided, however, that the Customer Party shall not disclose any information received from the Providing Party, whether verbal or written, in the proposed SOW or during the Exclusive Tender Period negotiations, and such information shall be subject to the terms of Section 12 (Confidentiality) hereof.

(c) Alternatively to the procedures set forth in Sections 8(a) and 8(b), Customer Party may solicit proposals or negotiate with third parties with respect to an Additional Service (such third parties referred to as "Third Party Additional Service Providers") during the Exclusive Tender Period so long as:

(1) at least fifteen (15) Business Days prior to engaging any Third Party Additional Service Provider, Customer Party shall disclose to Providing Party a description of the Additional Services to be provided by such Third Party Additional Service Provider and all fees, costs, and other expenses to be charged by such Third Party Additional Service Provider (such description referred to as a "Third Party Additional Service Offer");

(2) within ten (10) Business Days of receipt of any Third Party Additional Service Offer, Providing Party shall have the right to make an offer (a "Matching Offer") to provide the same or substantially the same Additional Services as set forth in the Third Party Additional Service Offer; and

(3) if the fees set forth in the Matching Offer do not exceed the fees set forth in the Third Party Additional Services Offer, Customer Party may not accept the Third Party Additional Services Offer. Conversely, if the fees set forth in the Matching Offer exceed the fees set forth in the Third Party Additional Services Offer, Customer Party may accept the Third Party Additional Services Offer.

(d) For purposes of this Agreement, "Additional Service" means: a service that (i) is reasonably similar to the Services provided hereunder or under any SOW, (ii) could reasonably be performed in facilities located in India, the United States, the United States Virgin Islands, Canada, Uruguay, or other facilities similar to the Providing Party's facilities in these locations; (iii) reasonably would be expected to involve a purchase volume greater than one hundred thousand (\$100,000) on an annual basis; and (iv) is not an Applicable Service.

(e) For the avoidance of doubt, the Providing Party shall not be restricted from providing services to a third party that are similar or identical to the Services.

9. Miscellaneous.

(a) This Agreement may be executed in one or more counterparts, including by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto or thereto and delivered to the other parties hereto or thereto.

(b) This Agreement, the schedules hereto, the Technology Products Letter and any Fee Letter, contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments, and conversations with respect to such subject matter and there are no agreements or understandings between the parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

(c) Ocwen represents on behalf of itself and each other member of the Ocwen Group, and Altisource represents on behalf of itself and each other member of the Altisource Group, as follows:

(1) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby; and

(2) this Agreement has been duly executed and delivered and constitutes, or will constitute, a valid and binding agreement enforceable in accordance with the terms hereof.

(d) This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in such State and irrespective of the choice of law principles of the State of New York, as to all matters.

(e) Except for the indemnification rights under this Agreement (a) the provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to confer upon any Person except the parties hereto any rights or remedies hereunder and (b) there are no third party beneficiaries of this Agreement, and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

(f) All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) sent by facsimile (except that, if not sent during normal business hours for the recipient, then at the opening of business on the next business day for the recipient) to the facsimile numbers set forth below or (c) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Ocwen, to:

Ocwen Mortgage Servicing, Inc.
402 Strand Street
Frederiksted, Virgin Islands 00840-3531
Attn: Corporate Secretary
Facsimile number: _____

If to Altisource, to:

Altisource Solutions S.à r.l.
291 route d'Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Facsimile number: 352-2744-9499
With a copy to: contractmanagement@altisource.com

Either Party may, by notice to the other party, change the address to which such notices are to be given.

(g) If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the parties.

(h) The article, section, and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Waiver by any party hereto of any default by any other party hereto of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default.

(j) In the event of any actual or threatened default in, or breach of, any of the terms, conditions, and provisions of this Agreement, the party or parties who are to be hereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party or parties shall not oppose the granting of such relief. The parties to this Agreement agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

(k) No provisions of this Agreement shall be deemed waived, amended, supplemented, or modified by any Party hereto, unless such waiver, amendment, supplement, or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement, or modification.

(l) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms “hereof,” “herein,” and “herewith,” and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section, Exhibit, Schedule, and Appendix references are to the articles, sections, exhibits, schedules, and appendices of or to this Agreement unless otherwise specified. Any reference herein to this Agreement, unless otherwise stated, shall be construed to refer to this Agreement as amended, supplemented or otherwise modified from time to time, as permitted by Section 9(k). The word “including,” and words of similar import when used in this Agreement, shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsperson of this Agreement or any such provision.

(m) Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New York located in the County of New York or in the United States District Court for the Southern District of New York (if any Party to such action or proceeding has or can acquire jurisdiction), and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The parties to this Agreement agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties hereto and thereto irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section 9(m) may be served on any Party to this Agreement anywhere in the world.

10. Intellectual Property. The Providing Party or a member of its Group shall retain all rights to all technology and Intellectual Property, as defined in the Intellectual Property Agreement, owned or licensed by the Providing Party or a member of its Group prior to the provision of Services hereunder or developed by the Providing Party and any member of its Group during the course of and in association with the provision of Services under this Agreement by the Providing Party and any member of its Group, including all derivative works. The Customer Party and any member of its Group shall retain all rights to all Intellectual Property owned or licensed by the Customer Party or a member of its Group prior to the provision of Services hereunder or developed by the Customer Party or a member of its Group during the course of and in association with the provision of Services by the Providing Party under this Agreement including all derivative works. To the extent any technology or Intellectual Property is jointly developed by the Providing Party or a member of its Group on the one hand and the Customer Party or a member of its Group on the other, it shall be deemed Intellectual Property of Ocwen, if it relates to the Ocwen Business, or Intellectual Property of Altisource if it relates to the Altisource Business, as these terms are defined in the Intellectual Property Agreement. Any intellectual property not already part of the ALTISOURCE IP, the ALTISOURCE Licensed Intellectual Property, or the OCWEN IP, as those terms are defined in the Intellectual Property Agreement, shall become ALTISOURCE Licensed Intellectual Property, if owned by ALTISOURCE, or OCWEN IP, if owned by OCWEN. All intellectual property that involved in the provision of Services hereunder, therefore, shall be subject to the terms and conditions set forth in the Intellectual Property Agreement.

11. Cooperation; Access.

(a) The Customer Party shall, and shall cause its Group to, permit the Providing Party and its employees and representatives access, on Business Days during hours that constitute regular business hours for the Customer Party and upon reasonable prior request, to the premises of the Customer Party and its Group and such data, books, records and personnel designated by the Customer Party and its Group as involved in receiving or overseeing the Services as the Providing Party may reasonably request for the purposes of providing the Services. The Providing Party shall provide the Customer Party, upon reasonable prior written notice, such documentation relating to the provision of the Services as the Customer Party may reasonably request for the purposes of confirming any Invoiced Amount pursuant to this Agreement. Any documentation so provided to the Providing Party pursuant to this Section will be subject to the confidentiality obligations set forth in Section 12 of this Agreement.

(b) Each party hereto shall designate a relationship manager (each, a "Relationship Executive") to report and discuss issues with respect to the provision of the Services and successor relationship executives in the event that a designated Relationship Executive is not available to perform such role hereunder. The initial Relationship Executive designated by Ocwen shall be William C. Erbey and the initial Relationship Executive designated by Altisource shall be William B. Shepro. Either party may replace its Relationship Executive at any time by providing written notice thereof to the other party hereto.

12. Confidentiality.

(a) Subject to Section 12(b), each of Ocwen and Altisource, on behalf of itself and each other member of its Group, agrees to hold, and to cause its directors, officers, employees, agents, accountants, counsel and other advisors, and representatives to hold, in strict confidence, with at least the same degree of care that applies to confidential and proprietary information of Ocwen pursuant to policies in effect as of the Effective Date, all Information concerning the other Group that is either in its possession (including Information in its possession prior to the Effective Date) or furnished by the other Group or its directors, officers, employees, agents, accountants, counsel and other advisors, and representatives at any time pursuant to this Agreement, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder, except to the extent that such Information has been (i) in the public domain through no fault of such party or any other member of such Group or any of their respective directors, officers, employees, agents, accountants, counsel, and other advisors and representatives, (ii) later lawfully acquired from other sources by such party (or any other member of such party's Group), which sources are not known by such party to be themselves bound by a confidentiality obligation, or (iii) independently generated without reference to any proprietary or confidential Information of any member of the other Group.

(b) Each party agrees not to release or disclose, or permit to be released or disclosed, any such Information (excluding Information described in clauses (i), (ii) and (iii) of Section 12(a)) to any other Person, except its directors, officers, employees, agents, accountants, counsel and other advisors and representatives who need to know such Information (who shall be advised of their obligations hereunder with respect to such Information), except in compliance with Section 12(c). Without limiting the foregoing, when any Information is no longer needed for the purposes contemplated by this Agreement, each party will promptly, after request of the other party, either return the Information to the other party in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other party that any Information not returned in a tangible form (including any such Information that exists in an electronic form) has been destroyed (and such copies thereof and such notes, extracts or summaries based thereon).

(c) In the event that either party or any other member of its Group either determines on the advice of its counsel that it is required to disclose any Information pursuant to applicable law or receives any demand under lawful process or from any Governmental Authority to disclose or provide Information of the other party (or any other member of the other party's Group) that is subject to the confidentiality provisions hereof, such party shall, to the extent permitted by law, notify the other party prior to disclosing or providing such Information and shall cooperate, at the expense of the requesting Party, in seeking any reasonable protective arrangements requested by such other party. Subject to the foregoing, the Person that received such request may thereafter disclose or provide Information to the extent required by such law (as so advised by counsel) or by lawful process or such Governmental Authority.

13. Dispute Resolution.

(a) It is the intent of the parties to use reasonable best efforts to resolve expeditiously any dispute, controversy or claim between or among them with respect to the matters covered hereby that may arise from time to time on a mutually acceptable negotiated basis. In furtherance of the foregoing, a Party involved in a dispute, controversy, or claim may deliver a notice (an "Escalation Notice") demanding an in-person meeting involving representatives of the parties at a senior level of management (or if the parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the General Counsel, or like officer or official, of the party involved in the dispute, controversy, or claim (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location, or procedures for such discussions or negotiations between the parties may be established by the parties from time to time; provided, however, that the parties shall use reasonable best efforts to meet within thirty (30) days of the Escalation Notice.

14. Warranties; Limitation of Liability; Indemnity.

(a) Other than the statements expressly made by the Providing Party in this Agreement or in any SOW, the Providing Party makes no representation or warranty, express or implied, with respect to the Services and, except as provided in Section 14(b) hereof, the Customer Party hereby waives, releases, and renounces all other representations, warranties, obligations, and liabilities of the Providing Party, and any other rights, claims, and remedies of the Customer Party against the Providing Party, express or implied, arising by law or otherwise, with respect to any nonconformance, error, durability, omission, or defect in any of the Services, including (i) any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, (ii) any implied warranty arising from course of performance, course of dealing, or usage of trade and (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of the Providing Party.

(b) None of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall be liable for any action taken or omitted to be taken by the Providing Party or such person under or in connection with this Agreement, except that the Providing Party shall be liable for direct damages or losses incurred by the Customer Party or the Customer Party's Group arising out of the gross negligence or willful misconduct of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives in the performance or nonperformance of the Services or Ancillary Services.

(c) In no event shall (i) the amount of damages or losses for which the Providing Party and the Customer Party may be liable under this Agreement exceed the fees due to the Providing Party for the most recent six (6) month period under the applicable Service or SOW(s), provided that if Services have been performed for less than six (6) months, then the damages or losses will be limited to the value of the actual Services performed during such period; or (ii) the aggregate amount of all such damages or losses for which the Providing Party may be liable under this Agreement exceed one million dollars (\$1,000,000); provided, that, no such cap shall apply to liability for damages or losses arising from or relating to breaches of Section 12 (Confidentiality), infringement of Intellectual Property, or fraud or criminal acts. Except as provided in Section 14(b) hereof, none of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall be liable for any action taken or omitted to be taken by, or the negligence, gross negligence, or willful misconduct of, any third party.

(d) Notwithstanding anything to the contrary herein, none of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall be liable for damages or losses incurred by the Customer Party or any of the Customer Party's Affiliates for any action taken or omitted to be taken by the Providing Party or such other person under or in connection with this Agreement to the extent such action or omission arises from actions taken or omitted to be taken by, or the negligence, gross negligence, or willful misconduct of, the Customer Party or any of the Customer Party's Affiliates.

(e) Without limiting Section 14(b) hereof, no Party hereto or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall in any event have any obligation or liability to the other party hereto or any such other person whether arising in contract (including warranty), tort (including active, passive, or imputed negligence) or otherwise for consequential, incidental, indirect, special, or punitive damages, whether foreseeable or not, arising out of the performance of the Services or this Agreement, including any loss of revenue or profits, even if a Party hereto has been notified about the possibility of such damages; provided, however, that the provisions of this Section 14(e) shall not limit the indemnification obligations hereunder of either party hereto with respect to any liability that the other party hereto may have to any third party not affiliated with any member of the Providing Party's Group or the Customer Party's Group for any incidental, consequential, indirect, special or punitive damages.

(f) The Customer Party shall indemnify and hold the Providing Party and its Affiliates and any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives harmless from and against any and all damages, claims or losses that the Providing Party or any such other person may at any time suffer or incur, or become subject to, as a result of or in connection with this Agreement or the Services provided hereunder, except those damages, claims or losses incurred by the Providing Party or such other person arising out of the gross negligence or willful misconduct by the Providing Party or such other person.

15. Additional Agreements. The Providing Party shall:

- (a) maintain data backup and document storage and retrieval systems adequate for the provision of the Services;
- (b) maintain a business continuity plan adequate for the provision of the Services and shall provide a copy of such plan upon the Customer Party's request;
- (c) provide the Services under this Agreement and any SOW in compliance with (i) all obligations and applicable laws, including, but not limited to, privacy and data protection laws, labor and overtime laws, tax laws, the U.S. Foreign Corrupt Practices Act, and environmental protection laws and (ii) all requirements from any Governmental Authority to maintain necessary licenses and permits;

16. Taxes. Unless otherwise provided herein or in an applicable SOW, each party hereto shall be responsible for the cost of any sales, use, privilege, and other transfer or similar taxes imposed upon that Party as a result of the transactions contemplated hereby. Any amounts payable under this Agreement are exclusive of any goods and services taxes, value added taxes, sales taxes, or similar taxes ("Sales Taxes") now or hereinafter imposed on the performance or delivery of Services, and an amount equal to such taxes so chargeable shall, subject to receipt of a valid receipt or invoice as required below in this Section 16, be paid by the Customer Party to the Providing Party in addition to the amounts otherwise payable under this Agreement. In each case where an amount in respect of Sales Tax is payable by the Customer Party in respect of a Service provided by the Providing Party, the Providing Party shall furnish in a timely manner a valid Sales Tax receipt or invoice to the Customer Party in the form and manner required by applicable law to allow the Customer Party to recover such tax to the extent allowable under such law.

17. Public Announcements. No Party to this Agreement shall make, or cause to be made, any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other party hereto unless otherwise required by law, in which case the party making the press release, public announcement, or communication shall give the other party reasonable opportunity to review and comment on such and the parties shall cooperate as to the timing and contents of any such press release, public announcement, or communication.

18. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No Party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party hereto; provided, however, that either party may assign this Agreement without the consent of the other party to any third party that acquires, by any means, including by merger or consolidation, all or substantially all the consolidated assets of such party. Any purported assignment in violation of this Section 18 shall be void and shall constitute a material breach of this Agreement.

19. Relationship of the Parties. The parties hereto are independent contractors and none of the parties hereto is an employee, partner, or joint venturer of the other. Under no circumstances shall any of the employees of a Party hereto be deemed to be employees of the other party hereto for any purpose. Except as expressly provided herein, none of the parties hereto shall have the right to bind the others to any agreement with a third party or to represent itself as a partner or joint venturer of the other by reason of this Agreement.

20. Force Majeure. Neither party hereto shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, acts of a public enemy, acts of terrorism, riots, or other events that arise from circumstances beyond the reasonable control of that Party (each, a "Force Majeure Event"). During the pendency of such Force Majeure Event, each of the parties hereto shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under this Agreement.

21. Non-Solicitation. The Customer Party acknowledges that the value to the Providing Party of its business and the transactions contemplated by this Agreement would be substantially diminished if such Customer Party or any of its Affiliates were to solicit the employment of or hire any employee of the Providing Party or any member of its Group performing Services or who has performed Services hereunder. Accordingly, the Customer Party agrees that neither it nor any of its Affiliates shall, directly or indirectly, and without the prior consent of the other party, solicit the employment of, or hire, employ, or retain, or otherwise encourage or cause to leave employment with the Providing Party, or cause any other Person to hire, employ, or retain, or otherwise encourage or cause to leave employment with the Providing Party or any of its Affiliates, any Person who is or was employed by the Providing Party or any of its Affiliates with respect to the provision of Services at any time within twelve (12) months preceding the time of such solicitation or hiring, employment, retention, or encouragement.

22. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties have caused this Technology Products Services Agreement to be executed as of the date first written above by their duly authorized representatives.

ALTISOURCE SOLUTIONS S.A R.L

By: /s/ William B. Shepro
William B. Shepro
Manager

OCWEN MORTGAGE SERVICING, INC

By: /s/ John V. Britti
John V. Britti
Executive Vice President, Chief Financial Officer and Treasurer

SCHEDULE I

SERVICES

Service	Service Period
Residential Loan Servicing System	Through August 31, 2020
Commercial Loan Servicing System	Through August 31, 2020
Contact Center Suite	Through August 31, 2020
Imaging System	Through August 31, 2020
Site Suite	Through August 31, 2020
Commercial-Off-the-Shelf (COTS) Applications	Through August 31, 2020
Development Services	Through August 31, 2020

DATA CENTER AND DISASTER RECOVERY SERVICES AGREEMENT

This DATA CENTER AND DISASTER RECOVERY SERVICES AGREEMENT (this “Agreement”), dated as of October 1, 2012 (the “Effective Date”), is between Altisource Solutions S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg (together with its Affiliates, “Provider”), and Ocwen Mortgage Servicing, Inc., a corporation organized under the laws of the United States Virgin Islands (together with its Affiliates, “Customer”).

WHEREAS, Customer desires to receive, and Provider is willing to provide, or cause to be provided, certain data center and disaster recovery services in connection with Customer’s business, in each case subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

“Affiliate” means with respect to any Person: (a) any directly or indirectly wholly owned subsidiary of such Person; (b) any Person that directly or indirectly owns 100% of the voting stock of such Person; or (c) a Person that controls, is controlled by, or is under common control with such Person. As used herein, “control” of any entity means the possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by contract, or otherwise. Furthermore, with respect to any Person that is partially owned by such Person and does not otherwise constitute an Affiliate (a “Partially Owned Person”), such Partially Owned Person shall be considered an Affiliate of such Person for purposes of this Agreement if such Person can, after making a good faith effort to do so, legally bind such Partially Owned Person to this Agreement.

2. SERVICES

2.1 Services. During the term of this Agreement, Provider shall provide to Customer the services set forth on Exhibit A (the “Services”) on the terms and conditions set forth in this Agreement.

2.2 Additional Services. Customer may request, and Provider may provide, additional services (“Additional Services”) upon terms and rates that shall be mutually agreed to in writing between the parties in an addendum (“Addendum”) to this Agreement. Each Addendum shall be appended to this Agreement and incorporated into this Agreement by this reference.

2.3 Right of First Opportunity.

(a) If the Customer elects to receive any Additional Service, it shall first request a proposal for the provision of such Additional Service from the Provider. The Provider shall have thirty (30) Business Days (the “Exclusive Tender Period”) to respond to such request for Additional Service and to provide a proposed addendum to the Customer. During the Exclusive Tender Period, the Customer shall not solicit proposals or negotiate with any other third party with respect to such request for Additional Service. Upon receipt of the Provider’s proposal for the Additional Service, the Customer shall consider such proposal and shall negotiate with the Provider in good faith with respect to the possible provision by the Provider of such Additional Services.

(b) If, at the end of the Exclusive Tender Period, the Provider and the Customer do not agree on the proposed Addendum, the Customer may solicit proposals from third parties with respect to the Additional Service; provided, however, that the Customer shall not disclose any information received from the Provider, whether verbal or written, in the proposed Addendum or during the Exclusive Tender Period negotiations, and such information shall be subject to the confidentiality terms hereof.

2.4 Alternatively to the procedures set forth in Section 2.3, Customer may solicit proposals or negotiate with third parties with respect to an Additional Service (such third parties referred to as “Third Party Additional Service Providers”) during the Exclusive Tender Period so long as:

(a) at least fifteen Business Days prior to engaging any Third Party Additional Service Provider, Customer shall disclose to Provider a description of the Additional Services to be provided by such Third Party Additional Service Provider and all fees, costs and other expenses to be charged by such Third Party Additional Service Provider (such description, a “Third Party Additional Service Offer”);

(b) within ten Business Days of receipt of any Third Party Additional Service Offer, Provider shall have the right to make an offer (a “Matching Offer”) to provide the same or substantially the same Additional Services as set forth in the Third Party Additional Service Offer; and

(c) if the fees set forth in the Matching Offer do not exceed the fees set forth in the Third Party Additional Services Offer, Customer may not accept the Third Party Additional Services Offer. Conversely, if the fees set forth in the Matching Offer exceed the fees set forth in the Third Party Additional Services Offer, Customer may accept the Third Party Additional Services Offer.

2.5 Status Report. Provider shall provide Customer with status reports as mutually agreed to by the parties that shall detail the status of the Services.

3. RESPONSIBILITIES OF CUSTOMER

Customer shall assist Provider by promptly providing such information and access to Customer’s facilities, computer networks, and other systems as Provider may reasonably request to enable Provider to timely perform its obligations. Customer shall provide a sufficient number of its personnel to assist Provider in completing the Services in a timely manner to the extent Provider may reasonably request from time to time.

4. FEES

4.1 Fees. Customer shall pay Provider for the Services and Additional Services at the rates set forth in a separate fee letter to be delivered by Provider to Customer dated (i) as of the date hereof, with respect to the Services, and (ii) as of the date of agreement to provide Additional Services, if any, with respect to Additional Services (collectively, the “Data Center and Disaster Recovery Services Fee Letter”), as applicable ((i) and (ii) referred to collectively as the “Fees”).

4.2 Provider shall submit statements of account to the Customer on a monthly basis with respect to all amounts payable by the Provider to the Customer hereunder (the “Invoiced Amount”), setting out the Services provided and the amount billed to the Customer as a result of providing such Services (together with, in arrears, any other invoices for Services provided by third parties, in each case setting out the Services provided by the applicable third parties). The Customer shall pay the Invoiced Amount to the Provider by wire transfer of immediately available funds to an account or accounts specified by the Provider, or in such other manner as specified by the Provider in writing, or otherwise reasonably agreed to by the Parties, within thirty (30) days of the date of delivery to the Customer of the applicable statement of account; provided, that, in the event of any dispute as to an Invoiced Amount, the Customer shall pay the undisputed portion, if any, of such Invoiced Amount in accordance with the foregoing, and shall pay the remaining amount, if any, promptly upon resolution of such dispute.

4.3 Taxes. Customer shall be responsible for, and shall pay or reimburse Provider for, any sales, use, import, excise, value added, or other taxes or levies (other than Provider's income taxes) associated with this Agreement.

5. TERM AND TERMINATION

5.1 Term.

(a) *Initial Term.* This Agreement shall commence on the Effective Date and shall continue in full force and effect, subject to Section 5.1(b), until August 31, 2020 (the "Initial Term"), or the earlier date upon which this Agreement has been otherwise terminated in accordance with the terms hereof.

(b) *Renewal Term.* This Agreement may be renewed for successive two (2) year terms (each, a "Renewal Term") by mutual written agreement of the parties hereto, executed not less than six (6) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.

(c) In the event either party decides that it does not wish to renew this Agreement or any particular Service or Additional Service hereunder upon the expiration of the Initial Term or any Renewal Term, as applicable, such party shall so notify the other party at least nine (9) months before the completion of the Initial Term or Renewal Term, as applicable.

5.2 Termination by Either Party.

(a) If either party hereto materially defaults in the performance of any provision of this Agreement, and such default is not cured within thirty (30) days after receiving notice of such default from the non-defaulting party, the non-defaulting party shall be entitled to terminate this Agreement effective immediately upon delivery of final written notice to the defaulting party.

(b) If a party (i) becomes insolvent, (ii) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent or files any petition or answer seeking reorganization, readjustment, or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee, or liquidator is appointed for any of the property of the party and within sixty (60) days thereof such party fails to secure a dismissal thereof, or (iii) makes any assignment for the benefit of creditors, then and in that event only, the party that is not the subject of such proceedings may terminate this Agreement immediately upon written notice.

5.3 Consequences of Termination. Customer shall be liable for all Fees incurred prior to the date of termination and shall not be entitled to a refund of any Fees paid prior to the date of termination. Furthermore, in the event either party terminates this Agreement in accordance with Section 5.2 and, prior to such termination, Provider has entered into one or more leases or third party contracts for purposes of providing the Services to Customer (such leases and contracts referred to as the "Designated Contracts"), Customer shall also be liable for (a) unamortized lease costs associated with the Designated Contracts and (b) the Customer's pro rata share (as of the date of termination) of the present value (calculated by reference to the prime rate charged by JPMorgan Chase Bank, N.A. (or its successor)) of the remaining contractual payments due under such Designated Contracts. Provider shall have a duty to mitigate the costs referred to in clauses (a) and (b) above by making a good faith effort to sublease the Customer's allocated portion of the space leased pursuant to any Designated Contracts following any such termination and to otherwise mitigate any other third party contractual costs. In addition, in the event of termination, each party shall return or destroy all of the other party's Information (as defined below) in accordance with Section 6.2.

6. CONFIDENTIAL INFORMATION

6.1 Subject to Section 6.2, each of Provider and Customer, on behalf of itself and each of its subsidiaries, agrees to hold, and to cause its directors, officers, employees, agents, accountants, counsel and other advisors, and representatives to hold, in strict confidence, with at least the same degree of care that applies to confidential and proprietary information of Customer pursuant to policies in effect as of the Effective Date, all Information, whether or not patentable or copyrightable, in written, oral, electronic, or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, algorithms, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos, and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee, or business information or data ("Information") concerning the other party and its subsidiaries that is either in its possession (including Information in its possession prior to the Effective Date) or furnished by the other party and its subsidiaries and affiliates or its directors, officers, employees, agents, accountants, counsel, and other advisors and representatives at any time pursuant to this Agreement, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder, except to the extent that such Information has been (i) in the public domain through no fault of such party or any of its subsidiaries or any of their respective directors, officers, employees, agents, accountants, counsel and other advisors, and representatives, (ii) later lawfully acquired from other sources by such party (or any of its subsidiaries), which sources are not known by such party to be themselves bound by a confidentiality obligation, or (iii) independently generated without reference to any proprietary or confidential Information of the other party or any of its subsidiaries.

6.2 Each party agrees not to release or disclose, or permit to be released or disclosed, any such Information (excluding Information described in clauses (i), (ii) and (iii) of Section 6.1) to any other individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, or any other entity, and any Governmental Authority (as defined below) (each, a "Person"), except its directors, officers, employees, agents, accountants, counsel and other advisors, and representatives who need to know such Information (who shall be advised of their obligations hereunder with respect to such Information), except in compliance with Section 6.3. Without limiting the foregoing, when any Information is no longer needed for the purposes contemplated by this Agreement, each party will promptly, after request of the other party, either return the Information to the other party in a tangible form (including all copies thereof and all notes, extracts, or summaries based thereon) or certify to the other party that any Information not returned in a tangible form (including any such Information that exists in an electronic form) has been destroyed (and such copies thereof and such notes, extracts or summaries based thereon).

6.3 In the event that either party or any of its subsidiaries either determines on the advice of its counsel that it is required to disclose any Information pursuant to applicable law or receives any demand under lawful process or from any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other legislative, judicial, regulatory, administrative or governmental authority (a "Governmental Authority") to disclose or provide Information of the other party (or any of its subsidiaries) that is subject to the confidentiality provisions hereof, such party shall, to the extent permitted by law, notify the other party prior to disclosing or providing such Information and shall cooperate, at the expense of the requesting party, in seeking any reasonable protective arrangements requested by such other party. Subject to the foregoing, the Person that received such request may thereafter disclose or provide Information to the extent required by such law (as so advised by counsel) or by lawful process or such Governmental Authority.

6.4 Customer Information. Notwithstanding anything in this Agreement, Provider shall not disclose to any third party any "Consumer" information (as defined in the Gramm-Leach-Bliley Act of 1999) about a customer of Customer that is supplied to it by Customer, unless and only to the extent that such disclosure is approved, in writing, by Customer. To protect the privacy of Information concerning Consumers, Provider agrees that it shall: (a) limit access to information concerning consumers to Provider's employees who have a need to know, and then only to the extent that such disclosure is reasonably necessary for the performance of Provider's duties and obligations under this Agreement; (b) use information concerning Consumers solely to carry out the purposes of this Agreement for which the information was disclosed and for no other purposes; and (c) safeguard and maintain the confidentiality of the Consumer information and not directly or indirectly disclose the same to any other person or entity in violation of the Gramm-Leach-Bliley Act of 1999 or any other applicable laws regarding privacy.

7. WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY

7.1 Other than the statements expressly made by Provider in this Agreement or in any Addendum, Provider makes no representation or warranty, express or implied, with respect to the Services or Additional Services and, except as provided in Section 7.2 hereof, Customer hereby waives, releases, and renounces all other representations, warranties, obligations, and liabilities of Provider, and any other rights, claims, and remedies of Customer against Provider, express or implied, arising by law or otherwise, with respect to any nonconformance, durability, error, omission, or defect in any of the Services or Additional Services, including (a) any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, (b) any implied warranty arising from course of performance, course of dealing, or usage of trade, and (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of Provider.

7.2 None of Provider or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall be liable for any action taken or omitted to be taken by Provider or such person under or in connection with this Agreement, except that Provider shall be liable for direct damages or losses incurred by Customer or any of Customer's subsidiaries or affiliates (either party's subsidiaries and affiliates, collectively referred to as such party's "Group") arising out of the gross negligence or willful misconduct of Provider or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives in the performance or nonperformance of the Services or Additional Services.

7.3 In no event shall (i) the amount of damages or losses for which Provider and Customer may be liable under this Agreement exceed the fees due to Provider for the most recent six (6) month period under the applicable Service or Addendum, provided that if Services have been performed for less than six (6) months, then the damages or losses will be limited to the value of the actual Services performed during such period; or (ii) the aggregate amount of all such damages or losses for which Provider may be liable under this Agreement exceed one million dollars (\$1,000,000); provided, that, no such cap shall apply to liability for damages or losses arising from or relating to breaches of Section 6 (relating to confidentiality), infringement of Intellectual Property (as defined in the Intellectual Property Agreement between Ocwen and Altisource, dated October 1, 2012, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof (the "Intellectual Property Agreement")) or fraud or criminal acts. Except as provided in Section 7.2 hereof, none of Provider or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall be liable for any action taken or omitted to be taken by, or the negligence, gross negligence or willful misconduct of, any third party.

7.4 Notwithstanding anything to the contrary herein, none of Provider or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall be liable for damages or losses incurred by Customer or any of Customer's Affiliates for any action taken or omitted to be taken by Provider or such other person under or in connection with this Agreement to the extent such action or omission arises from actions taken or omitted to be taken by, or the negligence, gross negligence, or willful misconduct of, Customer or any of Customer's Affiliates.

7.5 Without limiting Section 7.2 hereof, no party hereto or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives shall in any event have any obligation or liability to the other party hereto or any such other person whether arising in contract (including warranty), tort (including active, passive, or imputed negligence) or otherwise for consequential, incidental, indirect, special, or punitive damages, whether foreseeable or not, arising out of the performance of the Services or this Agreement, including any loss of revenue or profits, even if a party hereto has been notified about the possibility of such damages; provided, however, that the provisions of this Section 7.5 shall not limit the indemnification obligations hereunder of either party hereto with respect to any liability that the other party hereto may have to any third party not affiliated with any member of Provider's Group or Customer's Group for any incidental, consequential, indirect, special or punitive damages.

7.6 Customer shall indemnify and hold Provider and its Affiliates and any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors, or other representatives harmless from and against any and all damages, claims, or losses that Provider or any such other person may at any time suffer or incur, or become subject to, as a result of or in connection with this Agreement or the Services or Additional Services provided hereunder, except those damages, claims, or losses incurred by Provider or such other person arising out of the gross negligence or willful misconduct by Provider or such other person.

8. MISCELLANEOUS

8.1 This Agreement may be executed in one or more counterparts, including by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto or thereto and delivered to the other parties hereto or thereto.

8.2 This Agreement, the schedules hereto, and the Data Center and Disaster Recovery Services Fee Letter contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments, and conversations with respect to such subject matter, and there are no agreements or understandings between the parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

8.3 Customer represents on behalf of itself and each other member of the Customer's Group, and Provider represents on behalf of itself and each other member of the Provider's Group, as follows:

(a) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(b) this Agreement has been duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms hereof.

8.4 This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in such state and irrespective of the choice of law principles of the State of New York, as to all matters.

8.5 Except for the indemnification rights under this Agreement (a) the provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to confer upon any Person except the parties hereto any rights or remedies hereunder and (b) there are no third party beneficiaries of this Agreement, and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

8.6 All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) sent by facsimile (except that, if not sent during normal business hours for the recipient, then at the opening of business on the next business day for the recipient) to the facsimile numbers set forth below, or (c) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Customer, to:

Ocwen Mortgage Servicing, Inc.
402 Strand Street
Frederiksted, United States Virgin Islands 00840-3531
Attn: Corporate Secretary
Facsimile number: _____

If to Provider, to:

Altisource Solutions S.à r.l.
291 route d'Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Facsimile number: 352-2744-9499
With a copy to: contractmanagement@altisource.com

Either party may, by notice to the other party, change the address to which such notices are to be given.

8.7 If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the parties.

8.8 The article, section, and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.9 Waiver by any party hereto of any default by any other party hereto of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default.

8.10 In the event of any actual or threatened default in, or breach of, any of the terms, conditions, and provisions of this Agreement, the party or parties who are to be hereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party or parties shall not oppose the granting of such relief. The parties to this Agreement agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

8.11 No provisions of this Agreement shall be deemed waived, amended, supplemented, or modified by any party hereto, unless such waiver, amendment, supplement, or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement, or modification.

8.12 Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms “hereof,” “herein,” and “herewith,” and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section, Exhibit, Schedule, and Appendix references are to the articles, sections, exhibits, schedules, and appendices of or to this Agreement unless otherwise specified. Any reference herein to this Agreement, unless otherwise stated, shall be construed to refer to this Agreement as amended, supplemented or otherwise modified from time to time, as permitted by Section 8.11. The word “including,” and words of similar import, when used in this Agreement, shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsperson of this Agreement or any such provision.

8.13 Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New York located in the County of New York or in the United States District Court for the Southern District of New York (if any party to such action or proceeding has or can acquire jurisdiction), and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The parties to this Agreement agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and bargained agreement between the parties hereto to irrevocably waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section 8.13 may be served on any party to this Agreement anywhere in the world.

9. INTELLECTUAL PROPERTY

9.1 Customer’s and Provider’s respective rights to any present and future intellectual property is set forth in the Intellectual Property Agreement.

10. COOPERATION; ACCESS

10.1 Customer shall, and shall cause its Group to, permit Provider and its employees and representatives access, on business days and during hours that constitute regular business hours for Customer and upon reasonable prior request, to the premises of Customer and its Group and such data, books, records, and personnel designated by Customer and its Group as involved in receiving or overseeing the Services as Provider may reasonably request for the purposes of providing the Services. Provider shall provide Customer, upon reasonable prior written notice, such documentation relating to the provision of the Services as Customer may reasonably request for the purposes of confirming any amounts payable pursuant to this Agreement. Any documentation so provided to Provider pursuant to this Section will be subject to the confidentiality obligations set forth in Section 6 of this Agreement.

10.2 Each party hereto shall designate a relationship manager (each, a “Relationship Executive”) to report and discuss issues with respect to the provision of the Services and successor relationship executives in the event that a designated Relationship Executive is not available to perform such role hereunder. The initial Relationship Executive designated by Customer shall be William C. Erbey and the initial Relationship Executive designated by Provider shall be William B. Shepro. Either party may replace its Relationship Executive at any time by providing written notice thereof to the other party hereto.

11. PUBLIC ANNOUNCEMENTS

11.1 No party to this Agreement shall make, or cause to be made, any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other party hereto unless otherwise required by law, in which case the party making the press release, public announcement, or communication shall give the other party reasonable opportunity to review and comment on such and the parties shall cooperate as to the timing and contents of any such press release, public announcement, or communication.

12. RELATIONSHIP OF THE PARTIES

12.1 The parties hereto are independent contractors and none of the parties hereto is an employee, partner, or joint venturer of the other. Under no circumstances shall any of the employees of a party hereto be deemed to be employees of the other party hereto for any purpose. Except as expressly provided herein, none of the parties hereto shall have the right to bind the others to any agreement with a third party or to represent itself as a partner or joint venturer of the other by reason of this Agreement.

13. FORCE MAJEURE

13.1 Neither party hereto shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, acts of a public enemy, acts of terrorism, riots, or other events that arise from circumstances beyond the reasonable control of that party (each, a "Force Majeure Event"). During the pendency of such Force Majeure Event, each of the parties hereto shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under this Agreement.

14. NON-SOLICITATION

14.1 Customer acknowledges that the value to Provider of its business and the transactions contemplated by this Agreement would be substantially diminished if such Customer or any of its Affiliates were to solicit the employment of or hire any employee of Provider or any member of its Group performing Services or who has performed Services hereunder. Accordingly, Customer agrees that neither it nor any of its Affiliates shall, directly or indirectly, and without the prior consent of the other party, solicit the employment of, or hire, employ, or retain, or otherwise encourage or cause to leave employment with Provider, or cause any other Person to hire, employ, or retain, or otherwise encourage or cause to leave employment with Provider or any of its Affiliates, any Person who is or was employed by Provider or any of its Affiliates with respect to the provision of Services at any time within twelve (12) months preceding the time of such solicitation or hiring, employment, retention, or encouragement.

15. WAIVER OF JURY TRIAL

15.1 EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

ALTISOURCE SOLUTIONS S.A R.L, as
PROVIDER:

By: /s/ William B. Shepro
William B. Shepro
Manager

OCWEN MORTGAGE SERVICING, INC., AS
CUSTOMER

By: /s/ John V. Britti
John V. Britti
Executive Vice President, Chief Financial Officer and Treasurer

EXHIBIT A
TO
DATA CENTER AND DISASTER RECOVERY SERVICES AGREEMENT

Description of Services	Provider shall, in accordance with such performance standards, rules, and further instructions as Customer makes available to Provider from time to time, provide data center and disaster recovery services to Customer.
Payment Terms	Provider shall invoice Customer on a twice-monthly basis for the Fees for the Services and any Additional Services. Customer shall pay all sums due in U.S. Dollars within thirty (30) days following the date of receipt of any invoice. Customer shall pay a late charge of 2% per annum above the prime rate charged by JPMorgan Chase Bank, N.A. (or its successor) or the highest rate allowed by law, whichever is less, on all amounts not paid to Provider when due. In addition, Customer shall reimburse Provider for all costs of collection of overdue amounts, including any reasonable attorneys' fees.
Compliance with Law	Each party acknowledges and agrees that it shall be solely liable for compliance with any local law, rule, or regulation applicable to its business, operations, employees, and otherwise, except that CUSTOMER ACKNOWLEDGES AND AGREES THAT IT SHALL BE SOLELY LIABLE FOR ANY VIOLATION OF APPLICABLE LAW, RULE, OR REGULATION CAUSED BY THE PROVIDER'S PERFORMANCE OF THE SERVICES IN COMPLIANCE WITH THE CUSTOMER'S INSTRUCTIONS

EXHIBIT B

If to Customer:

Ocwen Mortgage Servicing, Inc.
402 Strand Street
Frderiksted, Virgin Islands 00840-3531
Attn: Corporate Secretary
Facsimile number: _____

If to Provider:

Altisource Solutions S.à r.l.
291 route d'Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Facsimile number: 352-2744-9499

With a copy to: contractmanagement@altisource.com

INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT (this “Agreement”) entered into as of October 1, 2012 (the “effective Date”), by and between Ocwen Mortgage Servicing, Inc., a corporation organized under the laws of the United States Virgin Islands (“Ocwen,” or together with its subsidiaries, the “Ocwen Group”), and Altisource Solutions S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg (“Altisource,” or together with its Affiliates, the “Altisource Group”).

RECITALS

WHEREAS, in addition to this Agreement, Ocwen and Altisource are also entering into a Services Agreement, a Technology Products Services Agreement, and a Data Center and Disaster Recovery Services Agreement, each dated as of the Effective Date and the Support Services Agreement between Ocwen and Altisource dated August 10, 2012 (collectively, the “Services Agreements”), by which Altisource will provide various services to Ocwen; and

WHEREAS, in conjunction with the Services Agreements, this Agreement shall govern the licensing of the Licensed Intellectual Property, as defined below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Affiliate” or “Affiliates” means with respect to any Person: (a) any directly or indirectly wholly owned subsidiary of such Person; (b) any Person that directly or indirectly owns 100% of the voting stock of such Person; or (c) a Person that controls, is controlled by, or is under common control with such Person. As used herein, “control” of any entity means the possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by contract, or otherwise. Furthermore, with respect to any Person that is partially owned by such Person and does not otherwise constitute an Affiliate (a “Partially Owned Person”), such Partially Owned Person shall be considered an Affiliate of such Person for purposes of this Agreement if such Person can, after making a good faith effort to do so, legally bind such Partially Owned Person to this Agreement.

“Altisource” shall include Altisource Portfolio Solutions S.A., Altisource’s parent company, and the members of the ALTISOURCE Group.

“Altisource Indemnitees” shall have the meaning set forth in Section 15 below.

“Altisource IP” shall mean all Intellectual Property owned by Altisource as of the Effective Date or acquired during the term of any of the Services Agreements and includes, but is not limited to, the Intellectual Property set forth on Schedule I hereto.

“Confidential Information” means information that constitutes trade secrets or confidential proprietary information, regardless of medium in which the information is stored, whether now known or to be developed in the future, including but not limited to all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals and materials, analyses prepared by consultants and other third parties, all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports, and financial records and reports.

“Disclosing Party” shall have the meaning set forth in Section 10(b) below.

“Group” means, collectively, either party’s Subsidiaries and Affiliates.

“Governmental Authority” shall mean any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other legislative, judicial, regulatory, administrative, or governmental authority.

“Intellectual Property” means all domestic and foreign patents, copyrights, trade names, domain names, trademarks, service marks, registrations and applications for any of the foregoing, databases, mask works, Confidential Information, inventions (whether or not patentable or patented), processes, know-how, procedures, computer applications, programs and other software, including operating software, network software, firmware, middleware, design software, design tools, systems documentation, manuals, and instructions, other proprietary information, and licenses from third parties granting the right to use any of the foregoing.

“Initial Term” means the term of this Agreement that begins on the Effective Date and ends on the eighth anniversary of the Effective Date.

“Invoiced Amount” shall have the meaning set forth in Section 5(b) below.

“IP Fee Letter” shall have the meaning set forth in Section 5(a) below.

“Licensed Intellectual Property” means the Intellectual Property being licensed to Ocwen hereunder, including the Intellectual Property contained in Schedule II attached hereto, as that schedule may be amended from time to time in Altisource’s sole discretion.

“Licensed Marks” means the trademarks and service marks identified as “Trademarks” in Schedule II attached hereto, as that schedule may be modified by Altisource in its sole discretion, and used in conjunction with the offering and provision of the licensed goods or services.

“Licensed Technology” means all Licensed Intellectual Property, excluding the Licensed Marks, necessary for Ocwen to enjoy the benefit of the Services.

“Licensed Software” means any of the following software programs: RealServicing, RealTrans, RealResolution, RealPortal, RealDoc, RealSynergy and any other software developed after the date hereof licensed from Altisource to Ocwen that is integral to Ocwen’s operations.

“Ocwen Competitor” means any Person (other than Ocwen), together with its Affiliates, that provides residential loan servicing services in the United States or any territory thereof. For purposes of this definition, “Person” includes any “group” as that term is used in Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, and “beneficial ownership” shall have the meaning provided in Rule 13d-3 under the Securities Exchange Act of 1934.

“Ocwen Indemnitees” shall have the meaning set forth in Section 15 below.

“Party” shall mean a party to this Agreement, and “Parties” shall mean all parties to this Agreement.

“Person” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, or any other entity, and any Governmental Authority.

“Receiving Party” shall have the meaning set forth in Section 10(b) below.

“Renewal Term” or “Renewal Terms” means any one or more subsequent five-year renewal terms of this Agreement, or such shorter subsequent period if this Agreement is terminated.

“Section” means any enumerated paragraph of this Agreement.

“Services” means all Services collectively as such term is defined in each of the respective Service Agreements.

“Software Change of Control” means at any time, with respect to Altisource, the occurrence of any of the following: (a) Transfer by Altisource to an Ocwen Competitor of all or substantially all of Altisource’s rights and title to (i) any of the Licensed Software or (ii) any other Licensed Intellectual Property, the effect of which is material and adverse to Ocwen, or (b) any Ocwen Competitor, (i) acquires (whether through legal or “beneficial ownership,” by contract, or otherwise), directly or indirectly, the right to vote more than 50% of the total voting power of all common stock then outstanding of Altisource or Altisource’s direct parent company, or (ii) shall have elected, or caused to be elected, a sufficient number of its or their nominees to the board of directors of Altisource or Altisource’s direct parent company such that the nominees so elected (regardless of when elected) shall collectively constitute a majority of the board of directors of Altisource or Altisource’s direct parent company.

“Subsidiary” or “Subsidiaries” of any Person means any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however, that any Person that is not wholly owned by any other Person shall not be a Subsidiary of such other Person unless such other Person controls, or has the right, power, or ability to control that Person.

“Term” means the Initial Term and any Renewal Terms.

“Territory” means the United States and its territories.

2. Altisource Grant of License; Reservation of Rights

a) Altisource hereby grants and confirms to Ocwen the non-exclusive license and non-exclusive right to use that portion of the Licensed Intellectual Property necessary to use and enjoy the Services or otherwise necessary for Ocwen to perform its residential loan servicing operations, for itself and for the Ocwen Group, solely in the Territory, and the limited, non-exclusive, fully paid-up, nontransferable, revocable right to access or to otherwise use, for the term of this Agreement, all Intellectual Property owned by or, to the extent permitted by the applicable license, licensed to Altisource solely to the extent necessary for Altisource to perform its obligations to supply any Services to Ocwen under the Services Agreements anywhere in the world, subject to Altisource’s rights of approval and control under this Agreement, which approval will not be unreasonably delayed or withheld.

b) To the extent that Altisource ceases to provide any particular Services, the license granted hereunder for the Licensed Intellectual Property pertinent to such Services will likewise cease, unless and to the extent that the same Licensed Intellectual Property is required for Ocwen’s receipt of any other Services being provided by Altisource for the benefit of Ocwen at the time of cessation or in the future.

c) The Parties agree that it is critical that the Licensed Intellectual Property be protected and enhanced, and toward this end, Ocwen agrees, both during the Term and thereafter, not to:

(i) combine any name or names, service marks, or trademarks with the Licensed Marks;

(ii) use any other name or names, service marks, or trademarks in association with the Licensed Marks in any advertising, promotion, publicity, labeling, packaging, or printed matter of any kind utilized by Ocwen without Altisource's prior express written consent;

(iii) do, or suffer to be done, any act that may in any way adversely affect any rights of Altisource in and to the Licensed Intellectual Property or any registrations thereof, or that, directly or indirectly, may reduce the value of the Licensed Intellectual Property or detract from them or the reputation of Altisource;

(iv) challenge the title or rights of Altisource in or to the Licensed Intellectual Property;

(v) apply to register or maintain any application or registration respecting the Licensed Intellectual Property or any other mark or domain name confusingly similar to the Licensed Marks, or domain names licensed hereunder, except with the consent and direction of Altisource and in the name of Altisource, unless Altisource directs the use of another name;

(vi) use any colorable imitation of any of the Licensed Marks or any variant form (including variant design forms, logos, colors, or type styles) not specifically approved by Altisource;

(vii) misuse the Licensed Intellectual Property or take any action that would tend to destroy or diminish the value of the Licensed Intellectual Property; or

(viii) make use of the Licensed Technology beyond the internal enjoyment and exploitation of the Services.

d) The Parties agree that all use by Ocwen of the Licensed Intellectual Property under the terms of this Agreement inures to the benefit of Altisource.

e) Ocwen agrees to: (i) cooperate fully with Altisource in securing and maintaining the ownership and goodwill of Altisource in the Licensed Intellectual Property; and (ii) to assist Altisource, at Altisource's direction, in the protection, enhancement, maintenance, and enforcement of Altisource's rights in the Licensed Intellectual Property.

f) Altisource reserves all rights in and to the Licensed Intellectual Property, and Altisource may exercise such rights at any time. In that regard, nothing herein shall be deemed to prevent Altisource, at any time, from using and granting to third parties the right to use the Licensed Intellectual Property in the Territory or elsewhere in connection with the Services.

g) OCWEN shall not exploit the Licensed Intellectual Property licensed hereunder outside the Territory or for any purpose beyond its use and enjoyment of the Services without the prior express written consent of Altisource.

h) Nothing herein shall be deemed to be a grant to Ocwen of the right to use or exploit any Licensed Intellectual Property beyond that licensed hereunder.

3. [Reserved].

4. Royalties

a) In consideration of the rights granted to the respective Parties under this Agreement, Altisource shall provide the reports to Ocwen and Ocwen shall pay the royalties to Altisource as such are set forth in that certain fee letter between Ocwen and Altisource dated as of the Effective Date (the "IP Fee Letter").

b) Altisource shall submit statements of account to Ocwen on a monthly basis with respect to all amounts payable by the Ocwen to Altisource hereunder (the "Invoiced Amount"), setting out the royalty amount billed to the Ocwen. Ocwen shall pay the Invoiced Amount to Altisource by wire transfer of immediately available funds to an account or accounts specified by Altisource, or in such other manner as specified by Altisource in writing, or as otherwise reasonably agreed to by the Parties hereto, within thirty (30) days of the date of delivery to Ocwen of the applicable statement of account; provided, that, in the event of any dispute as to an Invoiced Amount, Ocwen shall pay the undisputed portion, if any, of such Invoiced Amount in accordance with the foregoing, and shall pay the remaining amount, if any, promptly upon resolution of such dispute.

5. Term and Renewal.

(a) *Initial Term.* This Agreement shall commence on the Effective Date and shall continue in full force and effect until August 31, 2020 (the "Initial Term"), or the earlier date upon which this Agreement has been otherwise terminated in accordance with the terms hereof.

(b) *Renewal Term.* Subject to the provisions of Sections 2(b) and 9, this Agreement will survive for the Initial Term and will automatically renew for four (4) two (2)-year increments following the Initial Term (each a "Renewal Term"); provided that (a) each Party has fully complied with its obligations under this Agreement and has maintained a performance standard acceptable to the other Party during the prior term and (b) the Agreement has not been terminated.

6. Quality Control

a) The Parties recognize and acknowledge that the offering of goods or services of inferior quality under the any licensed marks hereunder may damage the business reputation of the Parties and the goodwill associated with such marks. Accordingly, in order to maintain the respective Parties' reputation for quality, Ocwen will provide products and/or services under the licensed marks of a quality no less than its current quality. All promotional material utilizing the licensed marks must be approved in writing by Altisource prior to use.

b) Ocwen shall at all times and in all places permit Altisource, by representatives designated by Altisource, to inspect the use made of the Licensed Intellectual Property under this Agreement. At all times, Ocwen shall comply with the reasonable quality control procedures furnished or approved, from time to time, by Altisource concerning use of the licensed marks and the quality of any goods or services offered thereunder. Upon reasonable prior notice, Altisource may inspect and review the offices and records of Ocwen during normal business hours for compliance with this or any other provision of this Agreement.

c) Ocwen shall use and display the licensed marks only in such form and manner as are specifically approved in advance by Altisource.

d) Ocwen shall cause to appear the legends, markings, and notices that Altisource may direct on all material used by Ocwen in connection with the Licensed Intellectual Property and on any printed matter on which Ocwen elects to have licensed marks appear.

e) Ocwen shall be permitted to use any designs, materials, packages, labels, promotional materials, and advertising materials in relation to any goods or services approved by Altisource; provided, however, that in the event that, after the Effective Date, any such design, material, package, label, promotional material, or advertising material is materially modified, or the manner in which any of the foregoing is used is proposed to be materially modified, Ocwen shall obtain the written approval of Altisource (such approval not to be unreasonably withheld) for such design, material, package, label, promotional material, advertising material, or such modified use thereof prior to any use thereof.

7. Advertising and Promotion. Ocwen shall provide to Altisource, free of charge for its permanent archives, copies or representative samples of all advertising and promotional materials bearing any licensed marks.

8. Intellectual Property Rights Ownership.

a) Ocwen acknowledges that Altisource is the owner of all right, title, and interest in and to the Altisource IP and the Licensed Intellectual Property and is also the owner of the goodwill related to or that shall become related to any marks included in the Altisource IP and the Licensed Marks.

b) [Reserved].

c) At Altisource's request, Ocwen shall execute any documents reasonably required by Altisource to confirm the Altisource's ownership of all rights in and to, for Altisource, the Altisource IP and the Licensed Intellectual Property the rights of Altisource pursuant to this Agreement. Ocwen shall cooperate with Altisource in connection with the filing and prosecution by Altisource of applications to register the Altisource IP and Licensed Intellectual Property, and in connection with the maintenance and renewal of any such registrations that may issue.

d) Ocwen shall use the Licensed Intellectual Property strictly in compliance with the legal requirements of the Territory or wherever the Services in connection with which the Licensed Intellectual Property may be rendered, and shall use such markings in connection therewith as may be required by applicable law.

e) Any challenge by Ocwen to the rights of Altisource in the Licensed Intellectual Property, or any attempt to register Licensed Intellectual Property in Ocwen's or any other party's name, shall be deemed a material and incurable default hereunder.

f) Ocwen shall not use, and shall not cause or permit any third party to use, the Licensed Intellectual Property in any unlawful or deceptive manner or in any other way that is likely to directly or indirectly tarnish, dilute, denigrate, diminish, lessen the value of, or invalidate any of the Licensed Intellectual Property.

g) [Reserved].

h) Any technology or Intellectual Property jointly developed by the Parties shall become the property of Altisource and shall constitute Altisource IP. Ocwen shall cooperate with Altisource in connection with the filing and prosecution by Altisource of applications to register, for Altisource, any such jointly developed technology and Intellectual Property, and in connection with the maintenance and renewal of any such registrations that may issue.

i) Each of the Parties acknowledges and agrees that (i) Ocwen will continue to own all of its loan servicing data, and (ii) Ocwen will grant to Altisource free access to such loan servicing data, including, without limitation, allowing Altisource to backup such loan servicing data in accordance with Altisource's reasonable standard practices, and nothing in this Agreement shall limit Altisource's ability to use any such data.

j) Within one hundred and twenty (120) days of the Effective Date, Altisource shall establish and maintain a copy of the source code and the object code for all Licensed Software, along with programmer's notes and other materials sufficient to permit Ocwen to understand the design and operation of the Licensed Software (collectively, all such materials are referred to as the "Escrow Material") in escrow with a recognized escrow agent on terms and conditions reasonably acceptable to Ocwen, including, but not limited to, identifying the occurrence of a Software Change of Control following which Ocwen's rights to the Licensed Software are materially and adversely impaired as a release condition for the affected Licensed Software (such agreement for escrow shall be referred to as the "Escrow Agreement"). On the last day of each calendar quarter, or such other period as the Parties may jointly agree, Altisource shall deposit into such escrow Escrow Material corresponding to any new release or upgrades of existing Licensed Software or new Licensed Software that has been licensed to Ocwen during the preceding quarter, if any. None of the Escrow Material shall contain devices of any kind that would prevent the use of the Escrow Material; provided, however, that, if the Licensed Software normally includes password protection, the use of software keys or other devices that disable or limit its use, then the Escrow Material shall include: (1) the passwords, software keys, and any other items necessary to allow a party to fully utilize the Licensed Software; (2) instructions for the use of such passwords, software keys, and other items; and (3) the means to generate additional passwords, software keys and other such items for subsequent licensees. Ocwen may at any time request verification of the Escrow Material in accordance with the verification procedures set forth in the Escrow Agreement, and Altisource shall comply with their verification obligations set forth in the Escrow Agreement.

9. Confidentiality

a) Confidential Information. The Parties acknowledge that information to be shared between Altisource and Ocwen may be Confidential Information.

b) Duty of Confidentiality. To the extent a Party (the "Disclosing Party") shares Confidential Information with the other Party (the "Receiving Party"), the Receiving Party agrees to secure and protect the confidentiality of the Disclosing Party's Confidential Information in a manner consistent with the maintenance of the Disclosing Party's rights therein, using at least as great a degree of care as the Receiving Party uses to maintain the confidentiality of its own Confidential Information of a similar nature, but in no event using less than a commercially reasonable degree of care. The Receiving Party shall not disclose, disseminate, or otherwise publish or communicate the Disclosing Party's Confidential Information to any person, firm, corporation, or other third party without the prior written consent of the Disclosing Party, except to the Receiving Party's direct and indirect employees, consultants, and representatives who have a need to know and who have been informed of and made subject to obligations corresponding to the Receiving Party's obligations hereunder.

c) Breach of Confidentiality. The Parties agree that in the event of a breach of this Section by a Receiving Party or its direct or indirect employees, consultants, or representatives, the Disclosing Party may suffer irreparable damage for which monetary relief may be inadequate. Accordingly, in addition to any other remedies available to it, the Disclosing Party shall be entitled to equitable relief, including specific performance and other injunctive relief, without the necessity of posting a bond.

10. Termination

a) If either Party materially defaults in the performance of any provision of this Agreement and such default is not cured within thirty (30) days after receiving notice of such default from the non-defaulting Party, the non-defaulting Party shall be entitled to terminate this Agreement effective immediately upon delivery of final written notice to the defaulting Party.

b) If a Party (i) becomes insolvent, (ii) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent, or files any petition or answer seeking reorganization, readjustment, or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee, or liquidator is appointed for any of the property of the Party and within sixty (60) days thereof such Party fails to secure a dismissal thereof, or (iii) makes any assignment for the benefit of creditors, then and in that event only, the Party that is not the subject of such proceedings may terminate this Agreement immediately upon written notice.

11. Post-Termination; Expiration of Rights and Obligations

a) If this Agreement is terminated for any cause or no cause or expires, all rights to use the Licensed Intellectual Property granted under this Agreement shall forthwith revert to Altisource, and OCWEN and its receivers, representatives, trustees, agents, administrators, successors, or permitted assigns shall have no right after the effective date of termination to use or exploit any Licensed Intellectual Property, including no right to use, sell, ship, market, or distribute products, services, or promotional materials bearing the Licensed Marks, unless they have received the prior written approval of Altisource. All materials bearing the Licensed Marks and all copies of materials embodying or incorporating the Licensed Intellectual Property shall be destroyed or disposed of in a manner authorized by Altisource. Upon Altisource's request, Ocwen shall provide evidence satisfactory to Altisource of destruction or other disposition of such materials and things. Ocwen must do all things necessary to withdraw all filings that reflect Ocwen as a registered, licensed, or authorized user of any Licensed Intellectual Property.

b) [Reserved].

c) If this Agreement is terminated for any cause or no cause or expires, all materials containing Confidential Information of a Disclosing Party shall be destroyed or disposed of in a manner authorized by the Disclosing Party. Upon the Disclosing Party's request, the Receiving Party shall provide evidence satisfactory to the Disclosing Party of destruction or other disposition of such materials and things.

d) Upon termination, all payments due to Altisource hereunder shall become immediately due and payable.

12. Notice of Infringement and Cooperation

a) Altisource, if it so desires, may commence to prosecute any proceedings, claims, or suits to protect the Licensed Intellectual Property in Altisource's own name or in the name of Ocwen or join Ocwen as a party thereto. Ocwen agrees to supply Altisource with such information as Altisource may reasonably request, including information regarding sales and promotion, to aid Altisource in the acquisition, maintenance, and renewal of applications and registrations of the Licensed Intellectual Property, in the recordal of this Agreement, in the entry of Ocwen as a registered or authorized user of the Licensed Intellectual Property, or in furtherance of any other purpose related to the acquisition, preservation, protection, or defense of the Licensed Intellectual Property.

b) [Reserved].

c) Ocwen agrees to notify Altisource promptly in writing in the event it becomes aware of any third party infringing, misusing, or otherwise violating any of the rights of Altisource in its Intellectual Property, or who Licensee believes is, or may be infringing, diluting, or otherwise derogating the Intellectual Property of Altisource. Altisource may, in its sole discretion, take action against such third party to enforce its interests in its Intellectual Property, and in such event shall be entitled to retain all monetary recovery from any such third party by way of judgment, settlement, or otherwise. Ocwen agrees to cooperate promptly and fully with any such effort; provided, however, that Altisource shall reimburse Ocwen for all of its out-of-pocket expenses, not including attorneys' fees, incurred as a result of such assistance.

13. Dispute Resolution. It is the intent of the Parties to use reasonable best efforts to resolve expeditiously any dispute, controversy, or claim between or among them with respect to the matters covered hereby that may arise from time to time on a mutually acceptable negotiated basis. In furtherance of the foregoing, a Party involved in a dispute, controversy, or claim may deliver a notice (an “Escalation Notice”) demanding an in-person meeting involving representatives of the Parties at a senior level of management (or if the Parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the General Counsel, or like officer or official, of the Party involved in the dispute, controversy or claim (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location, or procedures for such discussions or negotiations between the Parties may be established by the Parties from time to time; provided, however, that the Parties shall use commercially reasonable efforts to meet within thirty (30) days of the Escalation Notice.

14. Indemnification.

a) Ocwen shall indemnify, defend, and hold harmless Altisource, each other member of the Altisource Group, and each of their respective former and current directors, officers, and employees, and each of the heirs, executors, successors, and assigns of any of the foregoing (collectively, the “Altisource Indemnitees”) with legal counsel reasonably acceptable to Altisource from and against all demands, claims, injuries, losses, damages, actions, suits, causes of action, proceedings, judgments, liabilities, and expenses, including attorneys’ fees, court costs, and other legal expenses, arising out of or connected with the violation of the proprietary rights of any third party through Ocwen’s actions, including, but not limited to, liability due solely to the negligence or recklessness of Ocwen, or of a breach of any representation or warranty made by Ocwen in this Agreement. Altisource shall give to Ocwen notice of any such claim or suit as soon as possible and afford Ocwen the opportunity to defend the claim at its own expense through counsel of its own choice. Unless approved in writing, Ocwen, its representatives, agents, and assigns shall not voluntarily settle any such claim or suit in a manner that might in any way adversely affect or be in derogation of any rights of Altisource in and to the Licensed Intellectual Property or constitute any admission in respect thereof or otherwise. Nothing herein shall preclude Altisource from participating in any manner through counsel of its own choosing at its own expense, and no approval by Altisource of any action by Ocwen shall affect any right of Altisource to indemnification hereunder. Altisource agrees to cooperate to the extent reasonably necessary to reduce or eliminate the indemnified liability.

b) Altisource shall indemnify, defend, and hold harmless Ocwen, each other member of the Ocwen Group, and each of their respective former and current directors, officers, and employees, and each of the heirs, executors, successors, and assigns of any of the foregoing (collectively, the “Ocwen Indemnitees”) with legal counsel reasonably acceptable to Ocwen from and against all demands, claims, injuries, losses, damages, actions, suits, causes of action, proceedings, judgments, liabilities, and expenses, including attorneys’ fees, court costs, and other legal expenses, arising out of or connected with the violation of the proprietary rights of any third party through Altisource’s actions, including, but not limited to, liability due solely to the negligence or recklessness of Altisource, or of a breach of any representation or warranty made by Altisource in this Agreement. Ocwen shall give to Altisource notice of any such claim or suit as soon as possible and afford Altisource the opportunity to defend the claim at its own expense through counsel of its own choice. Unless approved in writing, Altisource, its representatives, agents, and assigns shall not voluntarily settle any such claim or suit in a manner that might in any way adversely affect or be in derogation of any rights of Ocwen or constitute any admission in respect thereof or otherwise. Nothing herein shall preclude Ocwen from participating in any manner through counsel of its own choosing at its own expense, and no approval by Ocwen of any action by Altisource shall affect any right of Ocwen to indemnification hereunder. Ocwen agrees to cooperate to the extent reasonably necessary to reduce or eliminate the indemnified liability.

15. Representations and Warranties. Ocwen represents on behalf of itself and each member of the Ocwen Group, and Altisource represents on behalf of itself and each member of the Altisource Group, as follows:

(a) each Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver, and perform each of this Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby;

(b) this Agreement will be, on or prior to the Effective Date, duly executed and delivered and constitutes, or will constitute, a valid and binding agreement enforceable in accordance with the terms thereof.

16. DISCLAIMERS OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALTISOURCE HAS NOT MADE, AND IS NOT MAKING, ANY REPRESENTATION OR WARRANTY TO OCWEN, INCLUDING WITH RESPECT TO THE LICENSED INTELLECTUAL PROPERTY, THE SERVICES, OR THE PROSPECTS OF THE BUSINESS TO BE CONDUCTED BY OCWEN. EXCEPT AS EXPRESSLY WARRANTED HEREIN, ALTISOURCE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND DURABILITY; ANY WARRANTY WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT; AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. ALTISOURCE DOES NOT WARRANT THAT ANY SOFTWARE OR SERVICES COVERED UNDER THIS AGREEMENT WILL MEET ALL OF OCWEN'S REQUIREMENTS, OR THAT THE USE OF ANY SOFTWARE WILL BE UNINTERRUPTED (FOR WHATEVER REASON), BE FREE FROM PROGRAMMING OR OTHER ERRORS, OR WILL BE SAFE FROM VIRUSES, WORMS, OR SECURITY BREACHES. ALTISOURCE HAS NOT AUTHORIZED AND DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ALTISOURCE'S BEHALF.

17. LIMITATION OF LIABILITY. REGARDLESS OF THE FORM OR NATURE OF ANY ACTION, CAUSE OF ACTION, OR CLAIM, UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR TREBLE DAMAGES OF ANY CHARACTER; ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF BUSINESS REVENUE, LOSS OF INCOME, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY; FAILURE TO REALIZE EXPECTED SAVINGS; OR COSTS OF COVER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, RELATED TO THE LICENSED INTELLECTUAL PROPERTY OR THE ALTISOURCE IP, EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Costs and Expenses

a) Each Party shall bear and pay all costs and expenses arising in connection with its performance under this Agreement.

b) In the event that Ocwen does not make any payment required under the provisions of this Agreement to Altisource when due in accordance with the terms hereof, Altisource may, at its option, charge Ocwen interest on the unpaid amount at the rate of 2% per annum above the prime rate charged by JPMorgan Chase Bank, N.A. (or its successor). In addition, Ocwen shall reimburse Altisource for all costs of collection of overdue amounts, including any reasonable attorneys' fees.

c) Should either Party incur any costs, including attorneys' or experts' fees, as a result of a material breach of this Agreement by the other Party, the breaching Party shall be liable to the non-breaching Party for all such costs in addition to any other relief to which the non-breaching Party may be entitled.

19. Miscellaneous

a) Counterparts; Entire Agreement; Corporate Power.

(i) This Agreement may be executed in one or more counterparts, including by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto or thereto and delivered to the other parties hereto or thereto.

(ii) This Agreement and the exhibits and schedules hereto, including the IP Fee Letter, contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments, and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

b) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in such State and irrespective of the choice of law principles of the State of New York, as to all matters.

c) Assignability. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. No Party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party hereto; provided, however, that either Party may assign this Agreement without the consent of the other party to any third party that acquires, by any means, including by merger or consolidation, all or substantially all the consolidated assets of such Party, subject to Section 8(j) in the case of a Software Change of Control. Further, any assignee of any licensed Intellectual Property hereunder or any Person who acquires any right or title to any Licensed Intellectual Property following a Software Change of Control or otherwise shall take such Licensed Intellectual Property subject to the license set forth herein. Any purported assignment in violation of this Section 19(c) shall be void and shall constitute a material breach of this Agreement.

d) Third-Party Beneficiaries. Except for the indemnification rights under this Agreement of any Ocwen Indemnatee or Altisource Indemnatee in their respective capacities as such, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder, and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

e) Notices. All notices or other communications under this Agreement or any Ancillary Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) sent by facsimile (except that, if not sent during normal business hours for the recipient, then at the opening of business on the next business day for the recipient) to the facsimile numbers set forth below, or (c) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Ocwen, to:

Ocwen Mortgage Servicing, Inc.
402 Strand Street
Frederiksted, Virgin Islands 00840-3531
Attn: Corporate Secretary
Facsimile number: _____

If to Altisource, to:

Altisource Solutions S.à r.l.
291 route d'Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Facsimile number: 352-2744-9499
With a copy to: contractmanagement@altisource.com

Either Party may, by notice to the other Party, change the address to which such notices are to be given.

f) Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner materially adverse to either Party. Upon any such determination, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the Parties.

g) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

h) Survival of Covenants. Except as expressly set forth in this Agreement, the covenants in this Agreement and the liabilities for the breach of any obligations in this Agreement contained in Sections 2, 6(b), 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, and 19 shall survive the termination or expiration of this Agreement.

i) Waivers of Default. Waiver by any Party hereto of any default by any other Party hereto of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

j) Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are to be hereby or thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other Party or Parties shall not oppose the granting of such relief. The Parties to this Agreement hereby agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

k) Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented, or modified by any Party hereto, unless such waiver, amendment, supplement, or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement, or modification.

l) Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms “hereof,” “herein,” and “herewith,” and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules and exhibits hereto) and not to any particular provision of this Agreement. Section, Exhibit, and Schedule references are to the sections, exhibits, and schedules of or to this Agreement unless otherwise specified. Any reference herein to this Agreement, unless otherwise stated, shall be construed to refer to this Agreement as amended, supplemented, or otherwise modified from time to time, as permitted by the terms hereof. The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsperson of this Agreement or any such provision.

m) Jurisdiction; Service of Process; Limitations. Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New York located in the County of New York or in the United States District Court for the Southern District of New York (if any party to such action or proceeding has or can acquire jurisdiction), and each of the Parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The Parties to this Agreement agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and bargained agreement between the Parties hereto irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section may be served on any Party to this Agreement anywhere in the world. Neither Party hereto may bring an action against the other under this Agreement (whether for breach of contract, negligence or otherwise) more than twelve (12) months after that Party becomes aware of the cause of action or one (1) year after the termination of this Agreement, whichever is shorter.

n) WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

o) Relationship. The Parties are independent contractors and neither Party is an employee, partner or joint venturer of the other. Under no circumstances shall any of the employees of a Party be deemed to be employees of the other Party for any purpose. No Party shall have the right to bind the other Party to any agreement with a third party or to represent itself as a partner or joint venturer of the other by reason of this Agreement.

p) Compliance with Laws. The Parties shall each comply with all applicable laws and regulations and shall obtain all appropriate government approvals pertaining to their respective operations.

q) Force Majeure. If the performance of this Agreement is interfered with by any circumstance beyond the reasonable control of the Party affected, including without limitation governmental authority to grant any consent, approval, waiver, or authorization, or any delay on the part of any governmental authority in granting any consent, approval, waiver, or authorization, manufacturer or equipment vendor delays or deficiencies including ability to process correctly calendar date-related data, delays in repair or maintenance of sites due to restricted access by third parties, delays or barriers to construction or coverage resulting from local zoning restrictions or frequency coordination issues with incumbent wireless users, acts of God, such as fire, flood, earthquake, or other natural cause, terrorist events, riots, insurrections, war or national emergency, or strikes, boycotts, lockouts or other labor difficulties, the Party affected by the force majeure is excused on a day-by-day basis to the extent of the interference; provided that such Party shall use commercially reasonable efforts to avoid or remove the causes of such nonperformance.

r) Incorporation of Schedules and Exhibits. The Parties agree that Schedules I and II are a part of this Agreement and may be modified to add, delete, or otherwise change the terms of this Agreement from time to time. Such modified or additional schedules and exhibits shall become a part of this Agreement from the date of such modification.

Signatures on Following Page

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Agreement to be executed as of the date first written above by their duly authorized representatives.

OCWEN MORTGAGE SERVICING, INC.

By: /s/ John V. Britti

John V. Britti

Title: Executive Vice President, Chief Financial Officer and Treasurer

ALTISOURCE SOLUTIONS S.À R.L.

By: /s/ William B. Shepro

William B. Shepro

Manager

SCHEDULE I

ALTISOURCE INTELLECTUAL PROPERTY

Part A to Schedule I of Intellectual Property Agreement:

Patents

Patents			
Issued			
U.S. PTO Patent No.	Issue Date	Title	Inventors
7,412,418	8/12/2008	Expense Tracking, Electronic Ordering, Invoice Presentment, and Payment System and Method	William C. Erbey, Russell Bulman, Robert J. Leist, Mary Edgecomb, Donald Vet al, Armand Bonola, Stephanie Hudson, Jeffrey Neufeld, Debra Toussaint-Blackman, Rosemary Weaver, Sandra Blum, Federico Bucspun
Pending			
Ser. No.	Filing Date	Title	Inventors
U.S. 10/918,699	8/16/2004	Method and System for Providing Customer Relations Information	William C. Erbey, Scott Paul Conradson
U.S. 10/937,879	9/10/2004	Method and System for Vendor Management	Ralph J. Behmoiras William C. Erbey Arthur J. Castner Christopher Kennedy Keith S. Reno
U.S. 09/512,845	2/25/2000	Method for Workflow Processing Through Computer Network	Ravi Ramanathan Edmund M. Johnson Michael A. Graves
U.S. 10/408,079	4/4/2003	Method and Apparatus for Providing Selective Access to Information	Scott William Anderson

U.S. 10/102,104	3/19/2002	Management and Reporting System and Process for Use with Multiple Disparate Database	Christopher M. Ruby Chase N. Tessman Michael R. Langolf
U.S. 10/957,689	10/5/2004	Management and Reporting System and Process for Use with Multiple Disparate Database	Christopher M. Ruby Chase N. Tessman Michael R. Langolf
U.S. 11/141,209	6/1/2005	Call Center Services System and method	Dale Pickford
U.S. 11/301,247	12/13/2005	Product Optimizer	Christopher Kennedy William Erbey Bryan Hurley
U.S. 11/727,225	4/4/2003	Method and Apparatus for Providing Selective Access to Information	Scott William Anderson
U.S. 11/803,306	5/22/2006	Method and system for Loan Closing	William Erbey Christopher Kennedy Bryan Hurley

U.S. 11/802,308	5/22/2007	Method And System For Exchange	William Erbey Christopher Kennedy Bryan Hurley Andrew Combs
U.S. 12/111,714	04/29/2008 (parent filing 12/08/2003)	Expense Tracking, Electronic Ordering, Invoice Presentment, and Payment System and Method	William C. Erbey Russell Bulman Robert J. Leist Mary Edgecomb Donald Vetala Armand Bonola Stephanie Hudson Jeffrey Neufeld Debra Toussaint-Blackman Rosemary Weaver Sandra Blum Federico Bucspun
U.S. 12/335,196	12/15/2008	Vendor Assurance	Christopher Kennedy Bryan Hurley
U.S. utility	Unfiled	Method and System for Collections Optimization	William C. Erbey Ron Faris Ashish Pandey Amanjeet Saluja Deepak Dhayanithy Saurav Chawla Seth Carter
U.S. 12/334,168	12/12/2008	Ocwen Exchange	Christopher Kennedy

U.S. 12/404,958	3/16/2009	EXPENSE TRACKING, ELECTRONIC ORDERING, INVOICE PRESENTMENT, AND PAYMENT SYSTEM AND METHOD	Russell Bulman; Sandra Blum
U.S. 60/163,228	3/25/2009	APPARATUS AND METHOD FOR MODELING LOAN ATTRIBUTES	SALUJA, Amanjeet; GUPTA, Ankush; DHAYANITHY, Deepak; GUGLANI, Raman;
IN 2743 MUM 2008	12/31/2008	Method and System for Collections Optimization	William C. Erbey Ron Faris Ashish Pandey Amanjeet Saluja Deepak Dhayanithy Saurav Chawla Seth Carter
IN 979 MUM 2009	4/15/2009	APPARATUS AND METHOD FOR MODELING LOAN ATTRIBUTES	SALUJA, Amanjeet; GUPTA, Ankush; DHAYANITHY, Deepak; GUGLANI, Raman;

Part B to Schedule I of Intellectual Property Agreement:**Trademarks**

Trademarks			
Registered			
Country	Trademark	Reg. No.	Class
European Community	REALSynergy & Design (Black & White)	6380951	09, 36, 38
European Community	REALSynergy Logo (Black & White)	6380943	09, 36, 38
European Community	REALTRANS	1174531	38
European Community	REALTRANS & Arrow Design	1174515	38
European Community	REALTRANS.COM	1174440	38
European Community	WWW.REALTRANS.COM	1174473	38
Japan	REALSAMM	4690653	09
Switzerland	REALPORTAL	578928	09, 42
Switzerland	REALSAMM	578931	09
Switzerland	REALSERVICING	578930	09, 42
Switzerland	REALSynergy & Design (Black & White)	569462	09
Switzerland	REALSynergy Logo (Black & White)	569461	09
Switzerland	REALTRANS	578929	38
Taiwan	REALSAMM	092007306	09
United States of America	REALPORTAL	3333964	09, 42
United States of America	REALREMIT	3083245	09
United States of America	REALREMIT	3283741	38
United States of America	REALREMIT	3493927	35, 36
United States of America	REALSAMM	2863435	09
United States of America	REALSERVICING	2813709	09, 42

United States of America	REALSYNERGY	2729544	09
United States of America	REALSynergy & Design (Black & White)	3481637	09
United States of America	REALSynergy Logo (Black & White)	3334360	09
United States of America	REALTRANS	2470168	38
United States of America	WE MAKE YOUR LOANS WORTH MORE	3410572	35, 36
Benelux	ALTISOURCE*	1179382	09, 35, 36, 38, 39, 42
Benelux	ALTISOURCE PORTFOLIO SOLUTIONS*	1179383	09, 35, 36, 38, 39, 42
Pending			
Country	Mark	App. No.	Class
European Community	THINKING AHEAD. DELIVERING TODAY.	8210155	09, 35, 36, 38, 42
European Community	REALDOC	8216673	09, 39, 42
India	THINKING AHEAD. DELIVERING TODAY.	1804060	09, 35, 36, 38, 42
India	REALDOC	1807108	09, 39, 42
India	REALPORTAL	1701114	09, 42
India	REALREMIT	1701116	09, 35, 36, 38
India	REALSAMM	1701113	09
India	REALSERVICING	1701115	09, 42
India	REALSYNERGY	1701111	09
India	REALSynergy & Design (Black & White)	1613797	09
India	REALSynergy Logo (Black & White)	1613796	09
India	REALTRANS	1701112	38
Norway	THINKING AHEAD. DELIVERING TODAY.		09, 35, 36, 38, 42
Switzerland	THINKING AHEAD. DELIVERING TODAY.		09, 35, 36, 38, 42
Switzerland	REALDOC	506092009	09, 39, 42

* Denotes intellectual property that is owned by Altisource Portfolio Solutions S.A. (formerly known as Altisource Portfolio Solutions S.à r.l., formerly known as Ocwen Luxembourg S.à r.l.) prior to the Separation. Such intellectual property is being included on this Schedule for clarification purposes.

Switzerland	REALREMIT	583202008	09, 35, 36, 38
Switzerland	REALSYNERGY	583182008	09
Turkey	THINKING AHEAD. DELIVERING TODAY.		09, 35, 36, 38, 42
United States of America	HELPING HOMEOWNERS IS WHAT WE DO!	77/103348	35, 36
United States of America	REALDOC	77/596166	09, 39, 42
United States of America	THE LEADER IN LOSS MITIGATION!	77/125656	35, 36
United States of America	THINKING AHEAD. DELIVERING TODAY.	77/593386	09, 35, 36, 38, 42
Uruguay	THINKING AHEAD. DELIVERING TODAY.	401.096	09, 35, 36, 38, 42
Benelux	ALTISOURCE PORTFOLIO SOLUTIONS & Design*	1182601	09, 35, 36, 38, 39, 42
Canada	ALTISOURCE*	1437569	09, 35, 36, 38, 39, 42
Canada	ALTISOURCE PORTFOLIO SOLUTIONS*	1437570	09, 35, 36, 38, 39, 42
European Community	ALTISOURCE*	8226177	09, 35, 36, 38, 39, 42, 45
European Community	ALTISOURCE PORTFOLIO SOLUTIONS*	8226185	09, 35, 36, 38, 39, 42, 45
India	ALTISOURCE*	Awaiting	09, 35, 36, 38, 39, 42
India	ALTISOURCE PORTFOLIO SOLUTIONS*	Awaiting	09, 35, 36, 38, 39, 42
Mauritius	ALTISOURCE*	MUM0909355	09, 35, 36, 38, 39, 42
Mauritius	ALTISOURCE PORTFOLIO SOLUTIONS*	MUM0909356	09, 35, 36, 38, 39, 42
Norway	ALTISOURCE*	200904134	09, 35, 36, 38, 39, 42
Norway	ALTISOURCE PORTFOLIO SOLUTIONS*	200904135	09, 35, 36, 38, 39, 42

* Denotes intellectual property that is owned by Altisource Portfolio Solutions S.A. (formerly known as Altisource Portfolio Solutions S.à r.l., formerly known as Ocwen Luxembourg S.à r.l.) prior to the Separation.

Switzerland	ALTISOURCE*	54711/2009	09, 35, 36, 38, 39, 42
Switzerland	ALTISOURCE PORTFOLIO SOLUTIONS*	54708/2009	09, 35, 36, 38, 39, 42
Turkey	ALTISOURCE*	Awaiting	09, 35, 36, 38, 39, 42
Turkey	ALTISOURCE PORTFOLIO SOLUTIONS*	Awaiting	09, 35, 36, 38, 39, 42
United States of America	ALTISOURCE*	77/726139	09, 35, 36, 38, 39, 42
United States of America	ALTISOURCE PORTFOLIO SOLUTIONS*	77/726143	09, 35, 36, 38, 39, 42
Uruguay	ALTISOURCE*	401631	09, 35, 36, 38, 39, 42

Part C to Schedule I of Intellectual Property Agreement:

Domain Names

Domain Names
alti-ltd.com
altiportfoliosolutions.com
alti-ps.com
altisource.ch
altisourcelimited.com
altisource-ltd.com
altisourceportfoliosolution.com
altisource-ps.com
altisource-pslimited.com
altisourceus.com
ora-rmsi.com
pmos-llc.com
premiumtitleservices.com
realportal.com
realremit.com
realsamm.biz
realsamm.com
realservicing.biz
realservicing.net
realtrans.biz
realtrans.com
realtrans.info
realtrans.net
synergysoftware.com
Alitsourcebid.com
Alitsourcebid.net
Alitsourcebid.org
Alitsourcebid.us
Alitsourcebid.biz
Altisourcebid.com
Altisourcebid.net
Altisourcebid.org

Altisourcebid.us
Altisourcebid.biz
Altisourcehomes.com
Altisourcehomes.net
Altisourcehomes.us
Altisourcehomes.org
Altisourcehomes.biz
Altisource-homes.com
Altisource-homes.net
Altisource-homes.us
Altisource-homes.org
Altisource-homes.biz
AltisourceHome.com
Altisourcehome.net
Altisourcehome.us
Altisourcehome.org
Altisourcehome.biz
altisource.eu
altisourceportfoliosolutions.eu
altisource.lu
altisourceportfoliosolutions.lu
altisourceportfoliosolutions.ch
altisource.in
altisourceportfoliosolutions.in
altisource.ca
altisourceportfoliosolutions.ca
altisource.com.mx
altisourceportfoliosolutions.com.mx
altisource.cn
altisourceportfoliosolutions.cn
altisource.tw
altisourceportfoliosolutions.tw
altisource.hk
altisourceportfoliosolutions.hk

altisource.co.nz
altisourceportfoliosolutions.co.nz
altisource.ru
altisourceportfoliosolutions.ru
altisource.net
altisourceportfoliosolutions.net
altisource.org
altisourceportfoliosolutions.org
altisourceportfoliosolution.com
globalservicingsolutions.com

Part D to Schedule I of Intellectual Property Agreement:**Copyrights**

Registered Copyrights		
Title of Work	Registration No.	Registration Date
IMAP software	TXu000999586	May 22, 2001

Unregistered Copyrights	
Title of Material	Location
BROCHURES/GUIDES/PAPERS	
Outsourcing for Maximum Returns: Four rules for moving beyond cost cutting to strategic market advantage	http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#
Hybrid Outsourcing Solutions: A case study on what one top loan originator did to slash underwriting costs	http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#
Mortgage Industry Outsourcing Survey: What the Mortgage Industry Players Really Think	http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#
Commercial Outsourcing White Paper	http://www.ocwenbusiness.com/BPO/bs_resources.cfm
Monthly newsletters	http://www.ocwenbusiness.com/
Your Guide to Understanding Mortgage	http://www.ocwencustomers.com/documents/pdf/Servicing_Brochure.pdf
Money Management 101	http://www.ocwencustomers.com/documents/pdf/UandM_Credit.pdf
Making Timely Mortgage Payments	http://www.ocwencustomers.com/documents/pdf/Timely_Payments.pdf
Understanding Your Credit Score	http://www.ocwencustomers.com/em_credit_score.cfm
Ocwen's 15 Point Loan Servicing Customer Commitment Plan	http://www.ocwencustomers.com/cp_cc.cfm
Global Servicing Solutions Canada Corp. Secures First Master Servicing Contract	http://www.globalservicingsolutions.com/Press/OCN-08-02f.pdf
Global Servicing Solutions LLC Establishes Loan and Real Estate Servicing Office in Canada	http://www.globalservicingsolutions.com/Press/ocn1118f.pdf

Global Servicing Solutions Canada Corp. Receives S&P Commercial Mortgage Servicer Rating	http://www.globalservicingsolutions.com/Press/ocn0223f.pdf
US - Structured Finance Servicer Evaluation - Commercial Mortgage Servicer : Ocwen	http://www.globalservicingsolutions.com/Press/OcwenV3.pdf
Ocwen Live Wire Newsletters (June 2007 - October 2007)	http://www.ocwenbusiness.com/documents/doc/June_2007_Livewire.doc ; http://www.ocwenbusiness.com/documents/doc/July_2007_Livewire.doc ; http://www.ocwenbusiness.com/documents/doc/August_2007_Livewire.doc ; http://www.ocwenbusiness.com/documents/doc/September_2007_Livewire.doc ; http://www.ocwenbusiness.com/documents/doc/October_2007_Livewire.doc
SOFTWARE	
REALTrans	Ocwen-India
REALSAMM	Ocwen-India
REALSynergy	Ocwen-India
REALPortal	Ocwen-India
REALRemit	Ocwen-India
REALServicing	Ocwen-India
REALResolution	Ocwen-India
REALDoc	Ocwen-India
CIS (Customizable Imaging System)	Ocwen-India
WEBSITES	
globalservicingsolutions.com	
ora-rmsi.com	
realportal.com	
realtrans.com	

Part E to Schedule I of Intellectual Property Agreement:

Trade Secrets

Trade Secrets
REALTrans
ORA Web Portal
REALB2B
REALRemit
REALSAMM
REALSynergy
REALPortal
REALServicing
REALResolution (including Loss Mitigation, Foreclosure, Bankruptcy, Eviction, Title Resolution, Mortgage Insurance, Accretion, Mortgage Insurance Reporting, LRM, HMP, REO)
REALDoc
CIS (Customizable Imaging System)
Collection Scripting System
ACCESS Collection System
Integrated Telephony Solution (includes IVR integration)
Customer Relationship Expert (CRE)
Property Manager
Appraisal Manager (part of REALTrans extension)
REALBid (Bid, Auction and Listing site)
Stage V Reporting database and data transformations
Integrations to Ocwen.com website from REAL applications
Matrix
Collateral Management System
PMO (Project Management Office)
SharePoint Repository
Integration of REAL applications with external applications
Full U.S. application based on 61/064,605 (00153) titled Expense Tracking, Electronic Ordering and Payment System and Method; inventors R. Bulman and S. Blum (due date for filing March 14, 2009)
Method and System for Collections Optimization (unfiled patent);

Pre-payment and Default Model (unfiled patent);
Housing Price Index Model
AVRM Model
Behavioral Sciences-Based Call Scripting
Strategic Tracking and Reporting Dashboard
Collector Effectiveness Model for Training and Personnel Selection
Account Scoring Model for Unsecured Collections
Segmentation Model for Unsecured Collections
Optimal Resolution Model for Unsecured Collections

SCHEDULE II

LICENSED INTELLECTUAL PROPERTY

Part A to Schedule II of Intellectual Property Agreement:

Patents

Patents			
Issued			
U.S. PTO Patent No.	Issue Date	Title	Inventors
7,412,418	8/12/2008	Expense Tracking, Electronic Ordering, Invoice Presentment, and Payment System and Method	William C. Erbey, Russell Bulman, Robert J. Leist, Mary Edgecomb, Donald Vet al, Armand Bonola, Stephanie Hudson, Jeffrey Neufeld, Debra Toussaint-Blackman, Rosemary Weaver, Sandra Blum, Federico Bucspun
Pending			
Ser. No.	Filing Date	Title	Inventors
U.S. 10/918,699	8/16/2004	Method and System for Providing Customer Relations Information	William C. Erbey, Scott Paul Conradson
U.S. 10/937,879	9/10/2004	Method and System for Vendor Management	Ralph J. Behmoiras William C. Erbey Arthur J. Castner Christopher Kennedy Keith S. Reno
U.S. 09/512,845	2/25/2000	Method for Workflow Processing Through Computer Network	Ravi Ramanathan Edmund M. Johnson Michael A. Graves
U.S. 10/408,079	4/4/2003	Method and Apparatus for Providing Selective Access to Information	Scott William Anderson

U.S. 10/102,104	3/19/2002	Management and Reporting System and Process for Use with Multiple Disparate Database	Christopher M. Ruby Chase N. Tessman Michael R. Langolf
U.S. 10/957,689	10/5/2004	Management and Reporting System and Process for Use with Multiple Disparate Database	Christopher M. Ruby Chase N. Tessman Michael R. Langolf
U.S. 11/141,209	6/1/2005	Call Center Services System and method	Dale Pickford
U.S. 11/301,247	12/13/2005	Product Optimizer	Christopher Kennedy William Erbey Bryan `Hurley
U.S. 11/727,225	4/4/2003	Method and Apparatus for Providing Selective Access to Information	Scott William Anderson
U.S. 11/803,306	5/22/2006	Method and system for Loan Closing	William Erbey Christopher Kennedy Bryan Hurley

U.S. 11/802,308	5/22/2007	Method And System For Exchange	William Erbey Christopher Kennedy Bryan Hurley Andrew Combs
U.S. 12/111,714	04/29/2008 (parent filing 12/08/2003)	Expense Tracking, Electronic Ordering, Invoice Presentment, and Payment System and Method	William C. Erbey Russell Bulman Robert J. Leist Mary Edgecomb Donald Vetal Armand Bonola Stephanie Hudson Jeffrey Neufeld Debra Toussaint-Blackman Rosemary Weaver Sandra Blum Federico Bucspun
U.S. 12/335,196	12/15/2008	Vendor Assurance	Christopher Kennedy Bryan Hurley
U.S. utility	Unfiled	Method and System for Collections Optimization	William C. Erbey Ron Faris Ashish Pandey Amanjeet Saluja Deepak Dhayanithy Saurav Chawla Seth Carter
U.S. 12/334,168	12/12/2008	Ocwen Exchange	Christopher Kennedy

U.S. 12/404,958	3/16/2009	EXPENSE TRACKING, ELECTRONIC ORDERING, INVOICE PRESENTMENT, AND PAYMENT SYSTEM AND METHOD	Russell Bulman; Sandra Blum
U.S. 60/163,228	3/25/2009	APPARATUS AND METHOD FOR MODELING LOAN ATTRIBUTES	SALUJA, Amanjeet; GUPTA, Ankush; DHAYANITHY, Deepak; GUGLANI, Raman;
IN 2743 MUM 2008	12/31/2008	Method and System for Collections Optimization	William C. Erbey Ron Faris Ashish Pandey Amanjeet Saluja Deepak Dhayanithy Saurav Chawla Seth Carter
IN 979 MUM 2009	4/15/2009	APPARATUS AND METHOD FOR MODELING LOAN ATTRIBUTES	SALUJA, Amanjeet; GUPTA, Ankush; DHAYANITHY, Deepak; GUGLANI, Raman;

Part B to Schedule II of Intellectual Property Agreement:**Trademarks**

Trademarks			
Registered			
Country	Trademark	Reg. No.	Class
European Community	REALSynergy & Design (Black & White)	6380951	09, 36, 38
European Community	REALSynergy Logo (Black & White)	6380943	09, 36, 38
European Community	REALTRANS	1174531	38
European Community	REALTRANS & Arrow Design	1174515	38
European Community	REALTRANS.COM	1174440	38
European Community	WWW.REALTRANS.COM	1174473	38
Japan	REALSAMM	4690653	09
Switzerland	REALPORTAL	578928	09, 42
Switzerland	REALSAMM	578931	09
Switzerland	REALSERVICING	578930	09, 42
Switzerland	REALSynergy & Design (Black & White)	569462	09
Switzerland	REALSynergy Logo (Black & White)	569461	09
Switzerland	REALTRANS	578929	38
Taiwan	REALSAMM	092007306	09
United States of America	REALPORTAL	3333964	09, 42
United States of America	REALREMIT	3083245	09
United States of America	REALREMIT	3283741	38
United States of America	REALREMIT	3493927	35, 36
United States of America	REALSAMM	2863435	09
United States of America	REALSERVICING	2813709	09, 42

United States of America	REALSYNERGY	2729544	09
United States of America	REALSynergy & Design (Black & White)	3481637	09
United States of America	REALSynergy Logo (Black & White)	3334360	09
United States of America	REALTRANS	2470168	38
United States of America	WE MAKE YOUR LOANS WORTH MORE	3410572	35, 36
Pending			
Country	Mark	App. No.	Class
European Community	THINKING AHEAD. DELIVERING TODAY.	8210155	09, 35, 36, 38, 42
European Community	REALDOC	8216673	09, 39, 42
India	THINKING AHEAD. DELIVERING TODAY.	1804060	09, 35, 36, 38, 42
India	REALDOC	1807108	09, 39, 42
India	REALPORTAL	1701114	09, 42
India	REALREMIT	1701116	09, 35, 36, 38
India	REALSAMM	1701113	09
India	REALSERVICING	1701115	09, 42
India	REALSYNERGY	1701111	09
India	REALSynergy & Design (Black & White)	1613797	09
India	REALSynergy Logo (Black & White)	1613796	09
India	REALTRANS	1701112	38
Norway	THINKING AHEAD. DELIVERING TODAY.		09, 35, 36, 38, 42
Switzerland	THINKING AHEAD. DELIVERING TODAY.		09, 35, 36, 38, 42
Switzerland	REALDOC	506092009	09, 39, 42
Switzerland	REALREMIT	583202008	09, 35, 36, 38
Switzerland	REALSYNERGY	583182008	09
Turkey	THINKING AHEAD. DELIVERING TODAY.		09, 35, 36, 38, 42
United States of America	HELPING HOMEOWNERS IS WHAT WE DO!	77/103348	35, 36
United States of America	REALDOC	77/596166	09, 39, 42
United States of America	THE LEADER IN LOSS MITIGATION!	77/125656	35, 36
United States of America	THINKING AHEAD. DELIVERING TODAY.	77/593386	09, 35, 36, 38, 42
Uruguay	THINKING AHEAD. DELIVERING TODAY.	401.096	09, 35, 36, 38, 42

Unregistered Trademarks	Location
<p>RECOVER MORE!</p> <p>CLOSE MORE LOANS!</p>  <p>GLOBAL SERVICING SOLUTIONS</p> <p>GLOBAL EXPERIENCE ... LOCAL EXPERTISE</p> <p>REALSynergy^{PLUS}</p> <p>REALResolution</p>	<p>http://www.ocwenbusiness.com/nci.cfm#,</p> <p>http://www.ocwenbusiness.com/</p> <p>http://www.ocwenbusiness.com/bs_loanprocessing.cfm,</p> <p>http://www.ocwenbusiness.com/</p> <p>http://www.globalservicingsolutions.com/</p> <p>http://www.globalservicingsolutions.com/</p> <p>http://www.globalservicingsolutions.com/</p> <p>http://www.globalservicingsolutions.com/technology.html</p> <p>http://www.ocwenbusiness.com/documents/pdf/Moody_s.pdf</p>

Part C to Schedule II of Intellectual Property Agreement:

Domain Names

Domain Names
ora-rmsi.com
pmos-llc.com
premiumtitleservices.com
realportal.com
realremit.com
realsamm.biz
realsamm.com
realservicing.biz
realservicing.net
realtrans.biz
realtrans.com
realtrans.info
realtrans.net
synergysoftware.com

Part D to Schedule II of Intellectual Property Agreement:**Copyrights**

Registered Copyrights		
Title of Work	Registration No.	Registration Date
IMAP software	TXu000999586	May 22, 2001

Unregistered Copyrights	
Title of Material	Location
BROCHURES/GUIDES/PAPERS	
Outsourcing for Maximum Returns: Four rules for moving beyond cost cutting to strategic market advantage	http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#
Hybrid Outsourcing Solutions: A case study on what one top loan originator did to slash underwriting costs	http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#
Mortgage Industry Outsourcing Survey: What the Mortgage Industry Players Really Think	http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#
Commercial Outsourcing White Paper	http://www.ocwenbusiness.com/BPO/bs_resources.cfm
Monthly newsletters	http://www.ocwenbusiness.com/
Your Guide to Understanding Mortgage	http://www.ocwencustomers.com/documents/pdf/Servicing_Brochure.pdf
Money Management 101	http://www.ocwencustomers.com/documents/pdf/UandM_Credit.pdf
Making Timely Mortgage Payments	http://www.ocwencustomers.com/documents/pdf/Timely_Payments.pdf
Understanding Your Credit Score	http://www.ocwencustomers.com/em_credit_score.cfm
Ocwen's 15 Point Loan Servicing Customer Commitment Plan	http://www.ocwencustomers.com/cp_cc.cfm
Global Servicing Solutions Canada Corp. Secures First Master Servicing Contract	http://www.globalservicingsolutions.com/Press/OCN-08-02f.pdf
Global Servicing Solutions LLC Establishes Loan and Real Estate Servicing Office in Canada	http://www.globalservicingsolutions.com/Press/ocn1118f.pdf

Global Servicing Solutions Canada Corp. Receives S&P Commercial Mortgage Servicer Rating	http://www.globalservicingsolutions.com/Press/ocn0223f.pdf
US - Structured Finance Servicer Evaluation - Commercial Mortgage Servicer : Ocwen	http://www.globalservicingsolutions.com/Press/OcwenV3.pdf
Ocwen Live Wire Newsletters (June 2007 - October 2007)	http://www.ocwenbusiness.com/documents/doc/June_2007_Livewire.doc ; http://www.ocwenbusiness.com/documents/doc/July_2007_Livewire.doc ; http://www.ocwenbusiness.com/documents/doc/August_2007_Livewire.doc ; http://www.ocwenbusiness.com/documents/doc/September_2007_Livewire.doc ; http://www.ocwenbusiness.com/documents/doc/October_2007_Livewire.doc
SOFTWARE	
REALTrans	Ocwen-India
REALSAMM	Ocwen-India
REALSynergy	Ocwen-India
REALPortal	Ocwen-India
REALRemit	Ocwen-India
REALServicing	Ocwen-India
REALResolution	Ocwen-India
REALDoc	Ocwen-India
CIS (Customizable Imaging System)	Ocwen-India
WEBSITES	
globalservicingsolutions.com	
ora-rmsi.com	
realportal.com	
realtrans.com	

Part E to Schedule II of Intellectual Property Agreement:

Trade Secrets

Trade Secrets
REALTrans
ORA Web Portal
REALB2B
REALRemit
REALSAMM
REALSynergy
REALPortal
REALServicing
REALResolution (including Loss Mitigation, Foreclosure, Bankruptcy, Eviction, Title Resolution, Mortgage Insurance, Accretion, Mortgage Insurance Reporting, LRM, HMP, REO)
REALDoc
CIS (Customizable Imaging System)
Collection Scripting System
ACCESS Collection System
Integrated Telephony Solution (includes IVR integration)
Customer Relationship Expert (CRE)
Property Manager
Appraisal Manager (part of REALTrans extension)
REALBid (Bid, Auction and Listing site)
Stage V Reporting database and data transformations
Integrations to Ocwen.com website from REAL applications

Matrix Collateral Management System PMO (Project Management Office) SharePoint Repository Integration of REAL applications with external applications Full U.S. application based on 61/064,605 (00153) titled Expense Tracking, Electronic Ordering and Payment System and Method; inventors R. Bulman and S. Blum (due date for filing March 14, 2009) Method and System for Collections Optimization (unfiled patent); Pre-payment and Default Model (unfiled patent);
Housing Price Index Model
AVRM Model Behavioral Sciences-Based Call Scripting Strategic Tracking and Reporting Dashboard Collector Effectiveness Model for Training and Personnel Selection Account Scoring Model for Unsecured Collections Segmentation Model for Unsecured Collections Optimal Resolution Model for Unsecured Collections

FIRST AMENDMENT TO SUPPORT SERVICES AGREEMENT

This **First Amendment to Support Services Agreement** (the “First Amendment”) is entered into as of October 1, 2012, and amends that certain Support Services Agreement dated August 10, 2012 (the “Agreement”) by and between **OCWEN MORTGAGE SERVICING, INC.**, a United States Virgin Islands corporation (together with its parent and subsidiaries “Ocwen”) and **ALTISOURCE SOLUTIONS S.À R.L.**, a limited liability company organized under the laws of the Grand Duchy of Luxembourg (together with its parent and subsidiaries “Altisource”).

Recitals

WHEREAS, pursuant to the Agreement, Ocwen was to provide certain services to Altisource and Altisource was to provide certain services to Ocwen; and

WHEREAS, Ocwen and Altisource now desire to amend **Schedule I** and **Schedule II** to the Support Services Agreement, as set forth below.

Agreement

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

1. **Amendment to Schedule I to the Support Services Agreement.** **Schedule I** to the Support Services Agreement is hereby deleted in its entirety and replaced with the version of **Schedule I** attached to this First Amendment and incorporated herein by this reference.
2. **Amendment to Schedule II to the Support Services Agreement.** **Schedule II** to the Support Services Agreement is hereby deleted in its entirety and replaced with the version of **Schedule II** attached to this First Amendment and incorporated herein by this reference.
3. **Counterparts.** This First Amendment may be signed in counterparts with the same effect as if both parties had signed one and the same document.
4. **Agreement in Full Force and Effect as Amended.** The terms and conditions of this First Amendment shall prevail over any conflicting terms and conditions in the Agreement. Capitalized terms that are used in this First Amendment not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Except as specifically amended or waived hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. All references to the Agreement in any other document or instrument shall be deemed to mean the Agreement as amended by this First Amendment. The parties hereto agree to be bound by the terms and obligations of the Agreement, as amended by this First Amendment, as though the terms and obligations of the Agreement were set forth herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first written above by their duly authorized representatives.

OCWEN MORTGAGE SERVICING, INC.

By /s/ John V. Britti
 Name: John V. Britti
 Title: Executive Vice President, Chief Financial
 Officer, Treasurer

ALTISOURCE SOLUTIONS S.À R.L.

By /s/ William B. Shepro
 Name: William B. Shepro
 Title: Manager

SCHEDULE I

OCWEN-PROVIDED SERVICES

Services Provided	Service Period	Service Fee
FINANCE AND ACCOUNTING <u>Services Provided:</u> <ul style="list-style-type: none">· Corporate Accounting· Accounts Payables· Accounts Receivables· Corporate Secretary Support· Financial Reporting· Payroll Services· Tax· Treasury	the Term	Fully Allocated Cost
HUMAN RESOURCES <u>Services Provided:</u> <ul style="list-style-type: none">· Benefits Administration· Employee and Contractor On-boarding· Employee Engagement· HR Administration· HR Strategy and Consulting· HRIS Administration and Reporting· Performance Management Platforms· Personnel Files· Recruiting· Salary Administration· Training and Compliance Support	the Term	Fully Allocated Cost

Schedule I to the Support Services Agreement (as amended by the “First Amendment to Support Services Agreement” dated as of October 1, 2012).

Replaces original **Schedule I** to “Support Services Agreement” dated August 10, 2012.

Services Provided	Service Period	Service Fee
LAW <u>Services Provided:</u> <ul style="list-style-type: none"> · Contract Review Services · Corporate Governance Services · Intellectual Property Maintenance Services · Litigation Management · Regulatory Compliance Services 	the Term	Fully Allocated Cost
RISK MANAGEMENT <u>Services Provided:</u> <ul style="list-style-type: none"> · Internal Audit · SOX Compliance and SAS 70 · Business continuity and SAS 70 · Six Sigma 	the Term	Fully Allocated Cost
OTHER OPERATIONS SUPPORT <u>Services Provided:</u> <ul style="list-style-type: none"> · Capital Markets · Modeling · Quantitative Analytics · General Business Consulting · Business Development 	the Term	Fully Allocated Cost

Schedule I to the Support Services Agreement (as amended by the “First Amendment to Support Services Agreement” dated as of October 1, 2012).

Replaces original **Schedule I** to “Support Services Agreement” dated August 10, 2012.

SCHEDULE II

ALTISOURCE-PROVIDED SERVICES

Services Provided	Service Period	Service Fee
CONSUMER PSYCHOLOGY <u>Services Provided:</u> <ul style="list-style-type: none">· Scripting Support· Staffing Models· Training Development· User and Task Analysis	the Term	Fully Allocated Cost
CORPORATE SERVICES <u>Services Provided:</u> <ul style="list-style-type: none">· Facilities Management· Mailroom Support· Physical Security· Travel Services	the Term	Fully Allocated Cost
FINANCE AND ACCOUNTING <u>Services Provided:</u> <ul style="list-style-type: none">· Accounting Services and Reporting· Accounts Payables· Accounts Receivables· Corporate Secretary Support· Financial Reporting· Payroll Services· Tax· Treasury	the Term	Fully Allocated Cost

Schedule II to the Support Services Agreement (as amended by the “First Amendment to Support Services Agreement” dated as of October 1, 2012).

Replaces original **Schedule II** to “Support Services Agreement” dated August 10, 2012.

Services Provided	Service Period	Service Fee
HUMAN RESOURCES <u>Services Provided:</u> <ul style="list-style-type: none"> · Benefits Administration · Employee and Contractor On-boarding · Employee Engagement · HR Administration · HR Strategy and Consulting · HRIS Administration and Reporting · Performance Management Platforms · Personnel Files · Recruiting · Salary Administration · Training and Compliance Support 	the Term	Fully Allocated Cost
RISK MANAGEMENT <u>Services Provided:</u> <ul style="list-style-type: none"> · Internal Audit · SOX Compliance and SAS 70 · Business continuity and SAS 70 · Six Sigma 	the Term	Fully Allocated Cost

Schedule II to the Support Services Agreement (as amended by the “First Amendment to Support Services Agreement” dated as of October 1, 2012).

Replaces original **Schedule II** to “Support Services Agreement” dated August 10, 2012.

Services Provided	Service Period	Service Fee
OTHER OPERATIONS SUPPORT <u>Services Provided:</u> <ul style="list-style-type: none"> · Capital Markets · Modeling · Quantitative Analytics · General Business Consulting · Business Development 	the Term	Fully Allocated Cost

Schedule II to the Support Services Agreement (as amended by the “First Amendment to Support Services Agreement” dated as of October 1, 2012).

Replaces original **Schedule II** to “Support Services Agreement” dated August 10, 2012.

FIRST AMENDMENT TO SERVICES AGREEMENT

This **First Amendment to Services Agreement** (the “First Amendment”) is entered into as of October 1, 2012, and amends that certain Services Agreement dated August 10, 2009 (the “Agreement”) by and between **OCWEN FINANCIAL CORPORATION**, a Florida corporation (“Ocwen,” or together with its Affiliates, “Ocwen Group”) and **ALTISOURCE SOLUTIONS S.À R.L.**, a limited liability company organized under the laws of the Grand Duchy of Luxembourg (“Altisource,” or together with its Affiliates, “Altisource Group”).

Recitals

WHEREAS, pursuant to the Agreement, Altisource was to provide certain services to Ocwen for an initial term of eight (8) years, as set forth in Section 5(a) of the Agreement; and

WHEREAS, Altisource and Ocwen now desire to extend the initial term of the Agreement through August 31, 2020.

Agreement

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

1. **Amendment to Section 5, *Term*, subparagraph (a) to the Agreement**. Section 5, *Term*, subparagraph (a) to the Agreement is hereby deleted in its entirety and replaced with the following:

(a) The initial term shall commence on the date of the Agreement and shall continue in full force and effect, subject to Section 5(b), until August 31, 2020 (the “Initial Term”), or the earlier date upon which this Agreement has been otherwise terminated in accordance with the terms hereof.

2. **Amendment to Section 9, *Miscellaneous*, subparagraph (f) to the Agreement**. The notice address for Altisource specified in Section 9, *Miscellaneous*, subparagraph (f) is hereby deleted and replaced with the following:

Altisource Solutions S.à r.l.
291 route d’Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Fax No.: 352-2744-9499
With a copy to: contractmanagement@altisource.com

3. **Amendment to Schedule I to the Agreement**. Schedule I to the Agreement is hereby deleted in its entirety and replaced with the version of Schedule I to this First Amendment and incorporated herein by this reference.

4. **Amendment to Definitions of “Services Letter” and “Fee Letter”**. The definitions of “Services Letter” and “Fee Letter,” as set forth in Sections 2(a) and 4(a), respectively, are hereby modified to include the original letters, as defined therein, and all subsequent amendments and modifications thereto and restatements thereof.

5. **Counterparts**. This First Amendment may be signed in counterparts with the same effect as if both parties had signed one and the same document.

6. **Agreement in Full Force and Effect as Amended.** The terms and conditions of this First Amendment shall prevail over any conflicting terms and conditions in the Agreement. Capitalized terms that are used in this First Amendment not otherwise defined herein shall have the meanings ascribed to them in the Separation Agreement or the Agreement. Except as specifically amended or waived hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. All references to the Agreement in any other document or instrument shall be deemed to mean the Agreement as amended by this First Amendment. The parties hereto agree to be bound by the terms and obligations of the Agreement, as amended by this First Amendment, as though the terms and obligations of the Agreement were set forth herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first written above by their duly authorized representatives.

OCWEN FINANCIAL CORPORATION

By /s/ Ronald M. Faris
Name: Ronald M. Faris
Title: President and Chief Executive Officer

ALTISOURCE SOLUTIONS S.À R.L.

By /s/ William B. Shepro
Name: William B. Shepro
Title: Manager

SCHEDULE I

Services Provided	Service Period
Valuation Services	August 10, 2009 – August 31, 2020
Property Preservation and Inspection	August 10, 2009 – August 31, 2020
REO Sales	August 10, 2009 – August 31, 2020
Trustee Sales	August 10, 2009 – August 31, 2020
Title Services	August 10, 2009 – August 31, 2020
Due Diligence Services	August 10, 2009 – August 31, 2020
Mortgage Charge off Collection	August 10, 2009 – August 31, 2020
Mortgage Fulfillment and Underwriting Services	August 10, 2009 – August 31, 2020

Schedule I to the Services Agreement (as amended by the “First Amendment to Services Agreement” dated as of October 1, 2012).

Replaces original **Schedule I** to “Services Agreement” dated August 10, 2009.

FIRST AMENDMENT TO TECHNOLOGY PRODUCTS SERVICES AGREEMENT

This **First Amendment to Technology Products Services Agreement** (the “First Amendment”) is entered into as of October 1, 2012, and amends that certain Technology Products Services Agreement dated August 10, 2009 (the “Agreement”) by and between **OCWEN FINANCIAL CORPORATION**, a Florida corporation (“Ocwen,” or together with its Affiliates, “Ocwen Group”) and **ALTISOURCE SOLUTIONS S.À R.L.**, a limited liability company organized under the laws of the Grand Duchy of Luxembourg (“Altisource,” or together with its Affiliates, “Altisource Group”).

Recitals

WHEREAS, pursuant to the Agreement, Altisource was to provide certain services to Ocwen for an initial term of eight (8) years, as set forth in Section 5(a) of the Agreement; and

WHEREAS, Altisource and Ocwen now desire to extend the initial term of the Agreement through August 31, 2020.

Agreement

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

1. **Amendment to Section 5, *Term*, subparagraph (a) to the Agreement**. Section 5, *Term*, subparagraph (a) to the Agreement is hereby deleted in its entirety and replaced with the following:

(a) The initial term shall commence on the date of the Agreement and shall continue in full force and effect, subject to Section 5(b), until August 31, 2020 (the “Initial Term”), or the earlier date upon which this Agreement has been otherwise terminated in accordance with the terms hereof.

2. **Amendment to Section 9, *Miscellaneous*, subparagraph (f) to the Agreement**. The notice address for Altisource specified in Section 9, *Miscellaneous*, subparagraph (f) is hereby deleted and replaced with the following:

Altisource Solutions S.à r.l.
291 route d’Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Fax No.: 352-2744-9499
With a copy to: contractmanagement@altisource.com

3. **Amendment to Schedule I to the Agreement**. Schedule I to the Agreement is hereby deleted in its entirety and replaced with the version of Schedule I to this First Amendment and incorporated herein by this reference.

4. **Amendment to Definitions of “Services Letter” and “Fee Letter”**. The definitions of “Services Letter” and “Fee Letter,” as set forth in Sections 2(a) and 4(a), respectively, are hereby modified to include the original letters, as defined therein, and all subsequent amendments and modifications thereto and restatements thereof.

5. **Counterparts.** This First Amendment may be signed in counterparts with the same effect as if both parties had signed one and the same document.

6. **Agreement in Full Force and Effect as Amended.** The terms and conditions of this First Amendment shall prevail over any conflicting terms and conditions in the Agreement. Capitalized terms that are used in this First Amendment not otherwise defined herein shall have the meanings ascribed to them in the Separation Agreement or the Agreement. Except as specifically amended or waived hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. All references to the Agreement in any other document or instrument shall be deemed to mean the Agreement as amended by this First Amendment. The parties hereto agree to be bound by the terms and obligations of the Agreement, as amended by this First Amendment, as though the terms and obligations of the Agreement were set forth herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first written above by their duly authorized representatives.

OCWEN FINANCIAL CORPORATION

By /s/ Ronald M. Faris
Name: Ronald M. Faris
Title: President and Chief Executive Officer

ALTISOURCE SOLUTIONS S.À R.L.

By /s/ William B. Shepro
Name: William B. Shepro
Title: Manager

SCHEDULE I

Service	Service Period
Residential Loan Servicing System	August 10, 2009 – August 31, 2020
Commercial Loan Servicing System	August 10, 2009 – August 31, 2020
Contact Center Suite	August 10, 2009 – August 31, 2020
Imaging System	August 10, 2009 – August 31, 2020
Site Suite	August 10, 2009 – August 31, 2020
Commercial-Off-the-Shelf (COTS) Applications	August 10, 2009 – August 31, 2020
Development Services	August 10, 2009 – August 31, 2020

Schedule I to the Technology Products Services Agreement (as amended by the “First Amendment to Technology Products Services Agreement” dated as of October 1, 2012).

Replaces original **Schedule I** to “Technology Products Services Agreement” dated August 10, 2009.

**FIRST AMENDMENT TO DATA CENTER AND
DISASTER RECOVERY SERVICES AGREEMENT**

This **First Amendment to Data Center and Disaster Recovery Services Agreement** (the “First Amendment”) is entered into as of October 1, 2012, and amends that certain Data Center and Disaster Recovery Services Agreement dated August 10, 2009 (the “Agreement”) by and between **OCWEN FINANCIAL CORPORATION**, a Florida corporation (“Ocwen,” or together with its Affiliates, “Ocwen Group”) and **ALTISOURCE SOLUTIONS S.À R.L.**, a limited liability company organized under the laws of the Grand Duchy of Luxembourg (“Altisource,” or together with its Affiliates, “Altisource Group”).

Recitals

WHEREAS, pursuant to the Agreement, Altisource was to provide certain services to Ocwen for an initial term of eight (8) years, as set forth in Section 5(5.1)(a) of the Agreement; and

WHEREAS, Altisource and Ocwen now desire to extend the initial term of the Agreement through August 31, 2020.

Agreement

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

1. **Amendment to Section 5, Term and Termination, subparagraph (5.1)(a) to the Agreement.** Section 5, *Term and Termination*, subparagraph (5.1)(a) to the Agreement is hereby deleted in its entirety and replaced with the following:

(a) The initial term shall commence on the date of the Agreement and shall continue in full force and effect, subject to Section 5.1(b), until August 31, 2020 (the “Initial Term”), or the earlier date upon which this Agreement has been otherwise terminated in accordance with the terms hereof.

2. **Amendment to Section 8, Miscellaneous, subparagraph (8.6) and Exhibit B to the Agreement.** The notice address for Altisource specified in Section 8, *Miscellaneous*, subparagraph (8.6) and Exhibit B is hereby deleted and replaced with the following:

Altisource Solutions S.à r.l.
291 route d’Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Fax No.: 352-2744-9499
With a copy to: contractmanagement@altisource.com

3. **Counterparts.** This First Amendment may be signed in counterparts with the same effect as if both parties had signed one and the same document.

4. **Agreement in Full Force and Effect as Amended.** The terms and conditions of this First Amendment shall prevail over any conflicting terms and conditions in the Agreement. Capitalized terms that are used in this First Amendment not otherwise defined herein shall have the meanings ascribed to them in the Separation Agreement or the Agreement. Except as specifically amended or waived hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. All references to the Agreement in any other document or instrument shall be deemed to mean the Agreement as amended by this First Amendment. The parties hereto agree to be bound by the terms and obligations of the Agreement, as amended by this First Amendment, as though the terms and obligations of the Agreement were set forth herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first written above by their duly authorized representatives.

OCWEN FINANCIAL CORPORATION

By /s/ Ronald M. Faris
Name: Ronald M. Faris
Title: President and Chief Executive Officer

ALTISOURCE SOLUTIONS S.À R.L.

By /s/ William B. Shepro
Name: William B. Shepro
Title: Manager

FIRST AMENDMENT TO INTELLECTUAL PROPERTY AGREEMENT

This **First Amendment to Intellectual Property Agreement** (the “First Amendment”) is entered into as of October 1, 2012, and amends that certain Intellectual Property Agreement dated August 10, 2009 (the “Agreement”) by and between **OCWEN FINANCIAL CORPORATION**, a Florida corporation (“Ocwen,” or together with its Affiliates, “Ocwen Group”) and **ALTISOURCE SOLUTIONS S.À R.L.**, a limited liability company organized under the laws of the Grand Duchy of Luxembourg (“Altisource,” or together with its Affiliates, “Altisource Group”).

Recitals

WHEREAS, pursuant to the Agreement, Altisource was to provide certain services to Ocwen for an initial term of eight (8) years, as set forth in Section 1(b) of the Agreement; and

WHEREAS, Altisource and Ocwen now desire to extend the initial term of the Agreement through August 31, 2020.

Agreement

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

1. **Amendment to Section 1, Definitions, subparagraph (b) to the Agreement.** The term “Initial Term,” as defined in Section 1, *Definitions*, subparagraph (b) to the Agreement is hereby deleted in its entirety and replaced with the following:

“Initial Term” means the term of this Agreement that begins on the Effective Date and ends on August 31, 2020.

2. **Amendment to Section 20, Miscellaneous, subparagraph (e) to the Agreement.** The notice address for Altisource specified in Section 20, *Miscellaneous*, subparagraph (e) is hereby deleted and replaced with the following:

Altisource Solutions S.à r.l.
291 route d’Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Fax No.: 352-2744-9499
With a copy to: contractmanagement@altisource.com

3. **Counterparts.** This First Amendment may be signed in counterparts with the same effect as if both parties had signed one and the same document.

4. **Agreement in Full Force and Effect as Amended.** The terms and conditions of this First Amendment shall prevail over any conflicting terms and conditions in the Agreement. Capitalized terms that are used in this First Amendment not otherwise defined herein shall have the meanings ascribed to them in the Separation Agreement or the Agreement. Except as specifically amended or waived hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. All references to the Agreement in any other document or instrument shall be deemed to mean the Agreement as amended by this First Amendment. The parties hereto agree to be bound by the terms and obligations of the Agreement, as amended by this First Amendment, as though the terms and obligations of the Agreement were set forth herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first written above by their duly authorized representatives.

OCWEN FINANCIAL CORPORATION

By /s/ Ronald M. Faris
Name: Ronald M. Faris
Title: President and Chief Executive Officer

ALTISOURCE SOLUTIONS S.À R.L.

By /s/ William B. Shepro
Name: William B. Shepro
Title: Manager