

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): **August 10, 2009**

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**

(I.R.S. Employer  
Identification No.)

**1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409**

(Address of principal executive offices including Zip Code)

**(561) 682-8000**

(Registrant's telephone number, including area code)

**(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:

- ☐ 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))

On August 10, 2009, Ocwen Financial Corporation (the “Company”) completed the previously announced distribution (the “Distribution”) of its Ocwen Solutions business and related assets via the spin-off of a separate publicly-traded company, Altisource Portfolio Solutions S.A. (“Altisource”). The Company distributed all of the shares of Altisource common stock to the Company’s shareholders (on an as if converted basis) of record as of August 4, 2009. The Company’s shareholders received one share of Altisource common stock for every three shares of Company common stock held (on an as if converted basis), and will receive cash in lieu of fractional shares. Altisource’s common stock is listed on the NASDAQ market under the ticker symbol “ASPS.”

The Distribution was effected pursuant to a Separation Agreement, dated as of August 10, 2009, between the Company and Altisource (the “Separation Agreement”), which provides, among other things, for the principal corporate transactions required to effect the Distribution and certain other agreements governing the Company’s relationship with Altisource after the Distribution.

A copy of the Separation Agreement is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

In connection with the Distribution, the Company entered into certain other agreements on August 10, 2009 to govern the terms of the Distribution and to define the ongoing relationship between the Company and Altisource following the Distribution. Those agreements include:

- Tax Matters Agreement, between the Company and Altisource Solutions S.à r.l., a subsidiary of Altisource (“Altisource Solutions”), a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.
- Transition Services Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.
- Employee Matters Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.
- Technology Products Services Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.4 and is incorporated herein by reference.
- Services Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.5 and is incorporated herein by reference.
- Data Center and Disaster Recovery Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.6 and is incorporated herein by reference.
- Intellectual Property Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.7 and is incorporated herein by reference.

A brief description of each of the foregoing agreements is incorporated by reference to the Company’s Registration Statement on Form S-3 (Registration No. 333-160626).

**Item 2.01** Completion of Acquisition or Disposition of Assets

The information included in Item 1.01 of this Current Report on Form 8-K is incorporated by reference to this Item 2.01.

**Item 9.01** Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Document
2.1	Separation Agreement, dated as of August 10, 2009, by and between Ocwen Financial Corporation and Altisource Portfolio Solutions S.A.
10.1	Tax Matters Agreement, dated as of August 10, 2009, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.2	Transition Services Agreement, dated as of August 10, 2009, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.3	Employee Matters Agreement, dated as of August 10, 2009, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.4	Technology Products Services Agreement, dated as of August 10, 2009, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.5	Services Agreement, dated as of August 10, 2009, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.6	Data Center and Disaster Recovery Agreement, dated as of August 10, 2009, by and between Ocwen Financial Corporation and Altisource Solutions S.à r.l.
10.7	Intellectual Property Agreement, dated as of August 10, 2009, 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, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**OCWEN FINANCIAL CORPORATION**

(Registrant)

Dated: August 12, 2009

By: /s/ David J. Gunter

Name: David J. Gunter

Title: Executive Vice President and Chief Financial Officer

## EXHIBIT INDEX

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SEPARATION AGREEMENT

By and Between

OCWEN FINANCIAL CORPORATION

and

ALTISOURCE PORTFOLIO SOLUTIONS S.A.

Dated as of August 10, 2009

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## SEPARATION AGREEMENT

SEPARATION AGREEMENT, dated as of August 10, 2009, between OCWEN FINANCIAL CORPORATION, a Florida corporation (“**OCWEN**”), and ALTISOURCE PORTFOLIO SOLUTIONS S.A., a société anonyme organized under the laws of the Grand Duchy of Luxembourg and a wholly-owned subsidiary of OCWEN (formerly known as Ocwen Luxembourg S.à. r.l.) (“**ALTISOURCE**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

### R E C I T A L S

WHEREAS, the board of directors of OCWEN has determined that it is in the best interests of OCWEN and its shareholders to separate the existing businesses of OCWEN into two independent businesses, to contribute the ALTISOURCE Business to ALTISOURCE, and to distribute all of the capital stock of ALTISOURCE to the shareholders of OCWEN and to the Convertible Noteholders;

WHEREAS, OCWEN and ALTISOURCE have prepared, and ALTISOURCE has filed with the Commission, the Form 10, which includes the Information Statement and sets forth disclosure concerning ALTISOURCE and the Distribution;

WHEREAS, the Distribution is intended to qualify as a tax-free spin-off under Section 355 of the Code; and

WHEREAS, in connection with the foregoing and to set forth certain aspects of their ongoing relationship after the Separation and the Distribution, the Parties, and certain of their respective Subsidiaries and Affiliates, are entering into this Agreement and/or the Ancillary Agreements.

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

### ARTICLE I

#### Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

“**Action**” means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any federal, state, local, foreign or international arbitration or mediation tribunal.

“**Affiliate**” of any Person means 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.

“Agent” means the distribution agent appointed by OCWEN to distribute the shares of ALTISOURCE Common Stock held by OCWEN pursuant to the Distribution.

“Agreement” means this Separation Agreement.

“ALTISOURCE” has the meaning set forth in the caption.

“ALTISOURCE Business” means the knowledge process outsourcing business (consisting of the mortgage servicing business, the financial servicing business and the technology products business) conducted (i) prior to the Separation, by OCWEN and certain members of the OCWEN Group and (ii) from and after the Separation, by the ALTISOURCE Group, including the businesses contributed by OCWEN to ALTISOURCE pursuant to Article II, which, for the avoidance of doubt, shall not include the businesses currently conducted by BMS Holdings, Inc. and Global Servicing Solutions LLC.

“ALTISOURCE Common Stock” means the common stock, \$1.00 par value per share, of ALTISOURCE.

“ALTISOURCE Group” means ALTISOURCE and any Subsidiary of ALTISOURCE immediately after the Distribution.

“ALTISOURCE Indemnitees” has the meaning set forth in Section 5.03.

“Ancillary Agreements” means the Employee Matters Agreement, the Transition Services Agreement, the Tax Matters Agreement, the Intellectual Property Agreement, the Data Center and Disaster Recovery Agreement, the Services Agreements and any instruments, assignments and other documents and agreements executed in connection with the implementation of the transactions contemplated by this Agreement, including Article II.

“Assets” means assets, properties and rights (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

- (a) all accounting and other books, records and files, whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form;
- (b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, furniture, office and other equipment, automobiles, trucks, aircraft, rolling stock, vessels, motor vehicles and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;
- (c) all inventories of materials, parts, raw materials, supplies, work-in-process and finished goods and products;

- (d) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a security interest in real property, lessor, sublessor, lessee, sublessee or otherwise;
- (e) all interests in any capital stock or other equity interests of any Subsidiary or any other Person; all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; and all other investments in securities of any Person;
- (f) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other contracts, agreements or commitments and all rights arising thereunder;
- (g) all letters of credit, performance bonds and other surety bonds;
- (h) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals and materials and analyses prepared by consultants and other third parties;
- (i) all domestic and foreign patents, copyrights, trade names, domain names, trademarks, service marks, registrations and applications for any of the foregoing, databases, mask works, Information, inventions (whether or not patentable or patented), processes, know-how, procedures, other proprietary information, and licenses from third parties granting the right to use any of the foregoing;
- (j) all computer applications, programs and other software, including operating software, network software, firmware, middleware, design software, design tools, systems documentation, manuals and instructions;
- (k) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;
- (l) all prepaid expenses, trade accounts and other accounts and notes receivables;
- (m) all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights, whether accrued or contingent;
- (n) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;
- (o) all licenses (including radio and similar licenses), permits, approvals and authorizations that have been issued by any Governmental Authority;

(p) cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements; and

(q) interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

“Assigned Contract” means (a) any contract that in OCWEN’s sole judgment relates exclusively to the ALTISOURCE Business (“Exclusive Assigned Contracts”) and (b) with respect to any contract that relates, but does not in OCWEN’s sole judgment relate exclusively, to the ALTISOURCE Business (“Partial Assigned Contracts”), the portion, if any, of such Partial Assigned Contract that, in OCWEN’s sole judgment, relates to the ALTISOURCE Business (the “ALTISOURCE Portion”).

“Assignee” has the meaning set forth in Section 2.04(c).

“Code” means the Internal Revenue Code of 1986, as amended.

“Commission” means the U.S. Securities and Exchange Commission.

“Consents” means any consents, waivers or approvals from, or notification requirements to, any Person other than a member of either Group.

“Convertible Notes” means OCWEN’s outstanding 3.25% Contingent Convertible Unsecured Senior Notes due 2024.

“Convertible Noteholders” means holders of Convertible Notes.

“Data Center and Disaster Recovery Agreement” means the Data Center and Disaster Recovery Agreement to be entered into between OCWEN and Solutions.

“Distribution” means the distribution by OCWEN to the Record Holders of all the outstanding shares of ALTISOURCE Common Stock owned by OCWEN on the Distribution Date (i) on a pro rate basis, with respect to the Record Stockholders and (ii) in accordance with the indenture governing the Convertible Notes with respect to the Record Noteholders.

“Distribution Date” means the date determined in accordance with Section 3.02 on which the Distribution occurs.

“Employee Matters Agreement” means the Employee Matters Agreement to be entered into between OCWEN and Solutions.

“Escalation Notice” has the meaning set forth in Section 8.02.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

“Form 10” means the registration statement on Form 10 filed by ALTISOURCE with the Commission to effect the registration of ALTISOURCE Common Stock pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time.

“Governmental Approvals” means any notices, reports or other filings to be given to or made with, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Authority.

“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, including the NASDAQ.

“Group” means either the OCWEN Group or the ALTISOURCE Group, as the context requires.

“Indemnifying Party” has the meaning set forth in Section 5.05(a).

“Indemnitee” has the meaning set forth in Section 5.05(a).

“Indemnity Payment” has the meaning set forth in Section 5.05(a).

“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.

“Information Statement” means the Information Statement sent to each Record Holder in connection with the Distribution.

“India Services Agreement” means the Services Agreement to be entered into between Ocwen Financial Services Private Limited, a company incorporated under the laws of India, and Ocwen Business Solutions Private Limited (to be renamed Altisource Business Solutions Private Limited), a company incorporated under the laws of India.

“Insurance Policies” means the insurance policies written by insurance carriers, including those (if any) affiliated with OCWEN, pursuant to which ALTISOURCE or one or more of its Subsidiaries after the Distribution Date (or their respective officers or directors) will be insured or self-insured parties after the Distribution Date.

“Insurance Proceeds” means those monies:

(a) received by an insured (or its successor-in-interest) from an insurance carrier;

(b) paid by an insurance carrier on behalf of the insured (or its successor-in-interest); or

(c) received (including by way of set off) from any third party in the nature of insurance, contribution or indemnification in respect of any Liability;

in any such case net of any applicable premium adjustments (including reserves and retrospectively rated premium adjustments) and net of any costs or expenses incurred in the collection thereof.

“Intellectual Property Agreement” means the Intellectual Property Agreement to be entered into between OCWEN and Solutions.

“Intercompany Accounts” has the meaning set forth in Section 2.03(a).

“NASDAQ” means The NASDAQ Stock Market LLC.

“Liabilities” means any and all claims, debts, demands, actions, causes of action, suits, damages, obligations, accruals, accounts payable, reckonings, bonds, indemnities and similar obligations, agreements, promises, guarantees, make whole agreements and similar obligations, and other liabilities and requirements, including all contractual obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any law, rule, regulation, Action, threatened or contemplated Action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys’ fees and any and all costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions), order or consent decree of any Governmental Authority or any award of any arbitrator or mediator of any kind, and those arising under any contract, commitment or undertaking, including those arising under this Agreement or any Ancillary Agreement, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person), of any nature or kind, whether or not the same would properly be reflected on a balance sheet.

“OCWEN” has the meaning set forth in the caption.

“OCWEN Business” means (a) the business and operations of OCWEN and its Subsidiaries and other Affiliates (including the businesses currently conducted by BMS Holdings, Inc. and Global Servicing Solutions LLC) immediately after the Distribution and (b) except as otherwise expressly provided herein, any terminated, divested or discontinued businesses or operations of OCWEN and its Subsidiaries and other Affiliates.

“OCWEN Common Stock” means the common stock, \$0.01 par value per share, of OCWEN.

“OCWEN Group” means OCWEN and each of its Subsidiaries and other Affiliates immediately after the Distribution.

“OCWEN Indemnitees” has the meaning set forth in [Section 5.02](#).

“Party” shall mean either party hereto, and “Parties” shall mean both parties hereto.

“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.

“Record Date” means the close of business on the date determined by the OCWEN board of directors as the record date for determining (i) the shares of OCWEN Common Stock and (ii) Convertible Notes, in each case in respect of which shares of ALTISOURCE Common Stock will be distributed pursuant to the Distribution.

“Record Holders” means the Record Stockholders and the Record Noteholders, collectively.

“Record Noteholders” means holders of record as of the Record Date of all of the Convertible Notes that were outstanding on the Record Date.

“Record Stockholders” means holders of record as of the Record Date of all of the shares of OCWEN Common Stock that were outstanding on the Record Date.

“Securities Act” means the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

“Separation” means (a) any actions to be taken pursuant to [Article II](#) and (b) if not addressed by [Article II](#), any transfers of Assets and any assumptions of Liabilities, in each case, between a member of one Group and a member of the other Group, provided for in this Agreement or any Ancillary Agreement.

“Services Agreements” means the Services Agreement and the Technology Products Services Agreement, each to be entered into between OCWEN and Solutions, and the India Services Agreement.

“Solutions” means Altisource Solutions S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg and a wholly-owned subsidiary of ALTISOURCE.

“Specified Documents” means the Form 10, the Information Statement and any other registration statement filed with the Commission in connection with the Distribution by or on behalf of ALTISOURCE or any other member of the ALTISOURCE Group.

“Subsidiary.” 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 no Person that is not directly or indirectly wholly owned by any other Person shall be a Subsidiary of such other Person unless such other Person controls, or has the right, power or ability to control, that Person.



“Tax Matters Agreement” means the Tax Matters Agreement to be entered into between OCWEN and Solutions.

“Taxes” has the meaning set forth in the Tax Matters Agreement.

“Third Party Claim” means any assertion by a Person (including any Governmental Authority) who is not a member of the OCWEN Group or the ALTISOURCE Group of any claim, or the commencement by any such Person of any Action, against any member of the OCWEN Group or the ALTISOURCE Group.

“Transaction Indemnitees” has the meaning set forth in Section 5.04.

“Transaction Third Party Claim” has the meaning set forth in Section 5.04.

“Transfer” means to sell, assign, transfer, convey and/or deliver.

“Transition Services Agreement” means the Transition Services Agreement dated as of the Distribution Date between OCWEN and Solutions.

## ARTICLE II

### The Separation

Section 2.01 Separation Transactions. On or prior to the Distribution Date, OCWEN shall, and shall cause ALTISOURCE and each other Subsidiary and controlled Affiliate of OCWEN to, effect each of the transactions and Transfers set forth on Schedule I, which transactions and Transfers shall be accomplished substantially in the order described on and subject to the limitations set forth on Schedule I, in each case, with such modifications, if any, as OCWEN shall determine are necessary or desirable for efficiency or similar purposes.

Section 2.02 Certain Agreements Govern. Each of OCWEN and ALTISOURCE agrees on behalf of itself and its Subsidiaries that the provisions of the (i) Tax Matters Agreement shall exclusively govern the allocation of Assets and Liabilities related to Taxes, (ii) the Employee Matters Agreement shall exclusively govern the allocation of Assets and Liabilities related to the existing U.S. and Indian employee benefits and pension plans of OCWEN, which plans cover employees and former employees of members of both the OCWEN Group and the ALTISOURCE Group and (iii) the Intellectual Property Agreement shall exclusively govern the transfer and licensing by OCWEN to ALTISOURCE of certain specified intellectual property.

Section 2.03 Termination of Agreements.

(a) Except as set forth in Section 2.03(b), in furtherance of the releases and other provisions of Section 5.01, each of ALTISOURCE, on the one hand, and OCWEN, on the other hand, shall terminate, or cause to be terminated, effective as of the Distribution Date, any and all agreements, arrangements, commitments and understandings (including all intercompany accounts payable or accounts receivable (“Intercompany Accounts”) accrued as of the Distribution Date) whether or not in writing, between or among ALTISOURCE and/or any other member of the ALTISOURCE Group, on the one hand, and OCWEN and/or any other member of the OCWEN Group, on the other hand. No such terminated Intercompany Account, agreement, arrangement, commitment or understanding (including any provision thereof that purports to survive termination) shall be of any further force or effect after the Distribution Date.

(b) The provisions of Section 2.03(a) shall not apply to any of the following agreements, arrangements, commitments, understandings or Intercompany Accounts (or to any of the provisions thereof): (i) this Agreement and the Ancillary Agreements (and each other agreement, arrangement, commitment, understanding or Intercompany Account expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by either Party or any other member of its Group); and (ii) any other agreements, arrangements, commitments, understandings or Intercompany Accounts set forth on Schedule 2.03(b).

Section 2.04 Transfer of Agreements; Consent. On or prior to the Distribution Date:

(a) OCWEN shall Transfer or cause to be Transferred all of the rights, title and interest in and to all of the Exclusive Assigned Contracts to ALTISOURCE.

(b) Subject to the provisions of this Section 2.04 and the terms of the Ancillary Agreements, with respect to Partial Assigned Contracts, (i) OCWEN shall use reasonable efforts to cause each such Partial Assigned Contract to be divided into separate contracts for each of the OCWEN Business and the ALTISOURCE Business or (ii) if such a division is not possible, OCWEN shall cause the ALTISOURCE Portion of such Partial Assigned Contract to be assigned to ALTISOURCE, or otherwise to cause the same economic and business terms to govern with respect to such ALTISOURCE Portion (by subcontract, sublicense or otherwise).

(c) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract, in whole or in part, or any rights thereunder if the agreement to assign or attempt to assign, without the consent of a third party, would constitute a breach thereof or in any way adversely affect the rights of the assignor or the assignee (the “Assignee”) thereof. Until such consent is obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of any party hereto so that the Assignee would not, in fact, receive all such rights, the parties will cooperate with each other in any alternative arrangement designed to provide for the Assignee the benefits of, and to permit the Assignee to assume liabilities under, any such Assigned Contract. The Parties shall use commercially reasonable efforts (which shall not require the payment of money to the counterparty to any such Assigned Contract) to obtain required consents to assignment of Assigned Contracts hereunder.

Section 2.05 Certain Licenses and Permits. On or prior to the Distribution Date, all licenses, permits and authorizations issued by Governmental Authorities which exclusively relate to the ALTISOURCE Business but which are held in the name of OCWEN or any of its Subsidiaries (other than ALTISOURCE or any of its Subsidiaries), or any of their respective employees, officers, directors, stockholders, agents, or otherwise, on behalf of ALTISOURCE (or its Subsidiaries) shall, to the extent Transferable and to the extent not requiring a consent, approval or authorization for such Transfer, be Transferred by OCWEN to ALTISOURCE (or its Subsidiaries).

Section 2.06 Lease Amendments. On or prior to the Distribution Date, each of OCWEN and ALTISOURCE shall use reasonable efforts to execute amendments to each of the leases (to the extent that the counterparties to such leases are agreeable to such amendments) to which OCWEN is a party and which provide for the lease of real or personal property representing exclusively ALTISOURCE Assets or relating exclusively to the ALTISOURCE Business, which amendments will provide for the substitution of ALTISOURCE for OCWEN as lessee or lessor, as the case may be, and to the extent agreeable to the other party to the lease excuse OCWEN from any further Liabilities or responsibilities with respect thereto.

Section 2.07 Disclaimer of Representations and Warranties. Each of OCWEN (on behalf of itself and each other member of the OCWEN Group) and ALTISOURCE (on behalf of itself and each other member of the ALTISOURCE Group) understands and agrees that, except as expressly set forth herein or in any Ancillary Agreement, no party to this Agreement, any Ancillary Agreement or any other agreement or document contemplated by this Agreement or any Ancillary Agreement, is representing or warranting in any way as to any Assets, businesses or Liabilities transferred or assumed as contemplated hereby or thereby, as to any consents or approvals required in connection therewith, as to the value or freedom from any security interests of, or any other matter concerning, any Assets of such party, or as to the absence of any defenses or right of setoff or freedom from counterclaim with respect to any claim or other asset, including any accounts receivable, of any such party, or as to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any asset or thing of value upon the execution, delivery and filing hereof or thereof. Except as may expressly be set forth herein or in any Ancillary Agreement, any such assets are being transferred on an “as is,” “where is” basis, and the respective transferees shall bear the economic and legal risks that (a) any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any security interest, and (b) any necessary Governmental Approvals or other Consents are not obtained or that any requirements of laws or judgments are not complied with.

Section 2.08 Inadvertent or Incorrect Transfers or Omissions of Assets or Liabilities.

(a) In the event that it is discovered after the Distribution that there was an inadvertent or incorrect omission of the Transfer or assignment by or on behalf of one Party to or on behalf of the other Party of any Asset or Liability that, in the sole judgment of OCWEN, had the Parties given specific consideration to such Asset or Liability prior to the Distribution, would have otherwise been listed on an appropriate Schedule hereto or otherwise caused to be so Transferred or assigned pursuant to this Agreement or any Ancillary Agreement, then upon such a determination by OCWEN, the Parties shall promptly effect such Transfer or assignment of such Asset or Liability, without payment of separate consideration therefor.

(b) In the event that it is discovered after the Distribution that there was an inadvertent or incorrect Transfer or assignment by or on behalf of one Party to or on behalf of the other Party of any Asset or Liability that, in the sole judgment of OCWEN, had the Parties given specific consideration to such Asset or Liability prior to the Distribution, would have otherwise not been listed on an appropriate Schedule hereto or otherwise would not have been so Transferred or assigned pursuant to this Agreement or any Ancillary Agreement, then upon such a determination by OCWEN, the Parties shall promptly unwind such Transfer or assignment of such Asset or Liability and return such Asset to, or cause the assumption of such Liability by, the appropriate Party, without payment of separate consideration therefor.

(c) The Parties hereby agree that to the extent any such Transfer or assignment, or any such unwind of Transfer or assignment, as provided pursuant to Section 2.08(a) or Section 2.08(b) above, is effected after the Distribution Date, such Transfer or assignment or such unwind of Transfer or assignment shall be given effect for all purposes as if such action had occurred as of the Distribution Date.

### ARTICLE III

#### Actions Pending the Distribution

Section 3.01 Actions Prior to the Distribution. (a) Subject to Section 3.02 and Section 4.02, OCWEN and ALTISOURCE shall use reasonable efforts to consummate the Distribution, including by taking the actions specified in this Section 3.01.

(b) Prior to the Distribution Date, OCWEN shall mail the Information Statement to the Record Holders.

(c) ALTISOURCE shall prepare and file, and shall use reasonable efforts to have approved prior to the Distribution Date, an application for the listing of the ALTISOURCE Common Stock to be distributed in the Distribution on NASDAQ or another national securities exchange, subject to official notice of distribution.

(d) OCWEN and ALTISOURCE shall use reasonable efforts to take all such action, if any, as may be necessary or appropriate under the state securities or blue sky laws in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(e) OCWEN and ALTISOURCE shall cooperate in preparing, filing with the Commission and causing to become effective any registration statements or amendments thereof which are necessary or appropriate in order to effect the transactions contemplated hereby or to reflect the establishment of, or amendments to, any employee benefit and other plans contemplated by the Employee Matters Agreement requiring registration under the Securities Act.

(f) Prior to the Distribution Date, OCWEN shall duly elect, as members of the ALTISOURCE board of directors, the individuals listed as members of the ALTISOURCE board of directors in the Information Statement, and such individuals shall continue to be members of the ALTISOURCE board of directors on the Distribution Date.

(g) Immediately prior to the Distribution Date, the articles of incorporation of ALTISOURCE, in substantially the form filed as an exhibit to the Form 10, shall be in effect.

Section 3.02 Conditions Precedent to Consummation of the Distribution. The obligations of the Parties to consummate the Distribution shall be conditioned on the satisfaction, or waiver by OCWEN, of the following conditions:

(a) Each Ancillary Agreement shall have been executed by each party thereto and shall be in force and effect.

(b) The Form 10 shall have been filed with the Commission and declared effective by the Commission, no stop order suspending the effectiveness of the Form 10 shall be in effect, no proceedings for such purpose shall be pending before or threatened by the Commission and the Information Statement shall have been mailed to Record Holders.

(c) The ALTISOURCE Common Stock shall have been accepted for listing on NASDAQ or another national securities exchange, subject to official notice of issuance.

(d) A favorable opinion from O'Melveny & Myers LLP in form and substance satisfactory to OCWEN in its sole discretion shall have been obtained that, among other things, confirms (i) the Distribution's tax-free status under Section 355 of the Code and (ii) for U.S. federal income tax purposes, the non-recognition of gain or loss by, and the non-inclusion in the income of, any shareholder of OCWEN Common Stock upon the receipt by such shareholder of shares of ALTISOURCE Common Stock pursuant to the Distribution, except to the extent such shareholder receives cash in lieu of fractional shares of ALTISOURCE Common Stock.

(e) The Separation shall have been completed.

(f) Any material Governmental Approvals and any other material Consents necessary to consummate the Separation and the Distribution shall have been obtained and be in full force and effect.

(g) No order, injunction or decree issued by any Governmental Authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Separation or the Distribution shall be in effect, and no other event outside the control of OCWEN shall have occurred or failed to occur that prevents the consummation of the Separation or the Distribution.

(h) There shall not be pending any litigation or other proceeding; challenging or seeking to restrain or prohibit the consummation of the Separation or the Distribution; seeking to limit the effect of the Separation or the Distribution or the operation of the OCWEN Business or ALTISOURCE Business after the Separation or the Distribution; or seeking material damages from either OCWEN or ALTISOURCE.

(i) No other events or developments shall have occurred prior to the Distribution Date that, in the judgment of the board of directors of OCWEN, would result in the Distribution having a material adverse effect on OCWEN or on the shareholders of OCWEN.

(j) The actions set forth in Section 3.01(b), (d), Section 3.01(f), and Section 3.01(g) shall have been completed.

The foregoing conditions are for the sole benefit of OCWEN and shall not give rise to or create any duty on the part of OCWEN or the OCWEN board of directors to waive or not waive such conditions or in any way limit the right of OCWEN to terminate this Agreement as set forth in Article XI or alter the consequences of any such termination from those specified in such Article. Any determination made by the OCWEN board of directors prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 3.02 shall be conclusive.

#### ARTICLE IV

##### The Distribution

Section 4.01 The Distribution. (a) ALTISOURCE shall cooperate with OCWEN to accomplish the Distribution and shall, at the direction of OCWEN, promptly take any and all actions necessary or desirable to effect the Distribution. OCWEN shall select any manager in connection with the Distribution, as well as any financial printer, solicitation and/or exchange agent and financial, legal, accounting and other advisors for OCWEN. OCWEN and ALTISOURCE, as the case may be, will provide, or cause the applicable member of its Group to provide, to the Agent all share certificates and any information required in order to complete the Distribution.

(b) Subject to the terms and conditions set forth in this Agreement, (i) on or prior to the Distribution Date, OCWEN shall deliver to the Agent for the benefit of the Record Holders all the issued and outstanding shares of ALTISOURCE Common Stock then owned by OCWEN or any other member of the OCWEN Group and book-entry transfer authorizations for such shares and (ii) on the Distribution Date, OCWEN shall instruct the Agent to distribute, (x) with respect to Record Stockholders, by means of a pro rata dividend to each Record Stockholder (or such Record Stockholder's bank or brokerage firm on such Record Stockholder's behalf) electronically, by direct registration in book-entry form, one share of ALTISOURCE Common Stock for every three shares of OCWEN Common Stock held by such Record Holder, and (y) with respect to Record Noteholders, by means of a pro rata distribution to each Record Noteholder (or to the agent or trustee under the indenture governing the Convertible Notes, for the benefit of such Record Noteholders) electronically, by direct registration in book-entry form, one share of ALTISOURCE Common Stock for every three shares of OCWEN Common Stock deemed owned by such Record Noteholder for purposes of the Distribution as described in the indenture governing the Convertible Notes, in the case of each of (x) and (y), subject to Section 4.01(c) below. It is the intent of the foregoing that the Distribution be effected on a pro rata, as if converted basis. The Distribution shall be effective at 11:59 p.m. New York City time on the Distribution Date. On or immediately following the Distribution Date, the Agent will mail an account statement indicating the number of shares of ALTISOURCE Common Stock that have been registered in book-entry form in the name of each (A) Record Holder that holds physical share certificates representing its shares of OCWEN Common Stock and that is the registered holder of the shares represented by those certificates and (B) Record Noteholder (in each case, including the amount of cash in lieu of fractional shares as provided in Section 4.01(c) below).

(c) Record Holders who, after aggregating the number of shares of ALTISOURCE Common Stock (or fractions thereof) to which such Record Holder would be entitled on the Record Date, would be entitled to receive a fraction of a share of ALTISOURCE Common Stock in the Distribution, will receive cash in lieu of fractional shares. Fractional shares of ALTISOURCE Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. The Agent shall, as soon as practicable after the Distribution Date (a) determine the number of whole shares and fractional shares of ALTISOURCE Common Stock allocable to each Record Holder, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests, and (c) distribute to each such holder, or for the benefit of each such beneficial owner, such holder's or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of ALTISOURCE Common Stock after making appropriate deductions for any amount required to be withheld for United States federal income tax purposes. OCWEN shall bear the cost of brokerage fees and transfer taxes incurred in connection with these sales of fractional shares, which such sales shall occur as soon after the Distribution Date as practicable and as determined by the Agent. None of OCWEN, ALTISOURCE or the applicable Agent will guarantee any minimum sale price for the fractional shares of ALTISOURCE Common Stock. Neither OCWEN nor ALTISOURCE will pay any interest on the proceeds from the sale of fractional shares. The Agent will have the sole discretion to select the broker-dealers through which to sell the aggregated fractional shares and to determine when, how and at what price to sell such shares. Neither the Agent nor the selected broker-dealers will be Affiliates of OCWEN or ALTISOURCE. Any ALTISOURCE Common Stock or cash in lieu of fractional shares with respect to ALTISOURCE Common Stock that remains unclaimed by any holder of record one hundred-eighty (180) days after the Distribution Date shall be delivered to ALTISOURCE. ALTISOURCE shall hold such ALTISOURCE Common Stock and/or cash for the account of such holder of record and any such holder of record shall look only to ALTISOURCE for such ALTISOURCE Common Stock and/or cash, if any, in lieu of fractional share interests, subject in each case to applicable escheat or other abandoned property laws.

(d) From and after the date hereof, ALTISOURCE covenants and agrees that it shall, upon request of OCWEN, deliver or cause to be delivered to OCWEN or to the Agent that number of additional shares of ALTISOURCE Common Stock, if any, necessary for the aforementioned distribution transactions to comply with the terms of the indenture governing the Convertible Notes.

Section 4.02 Sole Discretion of OCWEN. OCWEN shall, in its sole and absolute discretion, determine the Distribution Date and all terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition and notwithstanding anything to the contrary set forth herein, OCWEN may at any time and from time to time until the completion of the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution.

Mutual Releases; Indemnification

Section 5.01 Release of Pre-Closing Claims. (a) Except as provided in Section 5.01(c), effective as of the Distribution Date, ALTISOURCE does hereby, for itself and each other member of the ALTISOURCE Group, their respective Affiliates (other than any member of the OCWEN Group), successors and assigns, and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of any member of the ALTISOURCE Group (in each case, in their respective capacities as such), release and forever discharge OCWEN and the other members of the OCWEN Group, their respective Affiliates (other than any member of the ALTISOURCE Group), successors and assigns, and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of any member of the OCWEN Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, including in connection with the transactions and all other activities to implement the Separation or the Distribution.

(b) Except as provided in Section 5.01(c), effective as of the Distribution Date, OCWEN does hereby, for itself and each other member of the OCWEN Group, their respective Affiliates (other than any member of the ALTISOURCE Group), successors and assigns, and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of any member of the OCWEN Group (in each case, in their respective capacities as such), release and forever discharge ALTISOURCE, the other members of the ALTISOURCE Group, their respective Affiliates (other than any member of the OCWEN Group), successors and assigns, and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of any member of the ALTISOURCE Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, including in connection with the transactions and all other activities to implement the Separation or the Distribution.



(c) Nothing contained in Section 5.01(a) or (b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that are specified in Section 2.03(b) not to terminate as of the Distribution Date, in each case in accordance with its terms. Nothing contained in Section 5.01(a) or (b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any members of the OCWEN Group or the ALTISOURCE Group that is specified in Section 2.03(b) as not to terminate as of the Distribution Date, or any other Liability specified in such Section 2.03(b) as not to terminate as of the Distribution Date;

(ii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement;

(iii) any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement for claims brought against the Parties or the members of their respective Groups or any of their respective Subsidiaries or Affiliates or any of the respective directors, officers, employees or agents of any of the foregoing by third Persons, which Liability shall be governed by the provisions of this Article V and, if applicable, the appropriate provisions of the Ancillary Agreements; or

(iv) any Liability the release of which would result in the release of any Person other than a Person released pursuant to this Section 5.01.

In addition, nothing contained in Section 5.01(a) shall release OCWEN from honoring its existing obligations to indemnify any director, officer or employee of ALTISOURCE or any of its Subsidiaries on or prior to the Distribution Date who was a director, officer or employee of OCWEN or any of its Subsidiaries on or prior to the Distribution Date, to the extent such director, officer or employee becomes a named defendant in any litigation involving OCWEN or any of its Subsidiaries and was entitled to such indemnification pursuant to then existing obligations.

(d) ALTISOURCE shall not make, and shall not permit any other member of the ALTISOURCE Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against OCWEN or any other member of the OCWEN Group, or any other Person released pursuant to Section 5.01(a), with respect to any Liabilities released pursuant to Section 5.01(a). OCWEN shall not, and shall not permit any other member of the OCWEN Group, to make any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification against ALTISOURCE or any other member of the ALTISOURCE Group, or any other Person released pursuant to Section 5.01(b), with respect to any Liabilities released pursuant to Section 5.01(b).

(e) It is the intent of each of OCWEN and ALTISOURCE, by virtue of the provisions of this Section 5.01, to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Distribution Date, between or among ALTISOURCE or any other member of the ALTISOURCE Group, on the one hand, and OCWEN or any other member of the OCWEN Group, on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Distribution Date), except as expressly set forth in Section 5.01(c). At any time, at the reasonable request of the other Party, each Party shall cause each member of its respective Group to execute and deliver releases reflecting the provisions hereof.

Section 5.02 Indemnification by ALTISOURCE. Except as provided in Section 5.05, 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”), from and against any and all Liabilities of the OCWEN Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

(a) the ALTISOURCE Business, including the failure of ALTISOURCE or any other member of the ALTISOURCE Group or any other Person to pay, perform or otherwise promptly discharge any Liability relating to or arising out of or resulting from the ALTISOURCE Business in accordance with its terms, whether prior to or after the Distribution Date or the date hereof; and

(b) any breach by ALTISOURCE or any other member of the ALTISOURCE Group of this Agreement or any of the Ancillary Agreements.

Section 5.03 Indemnification by OCWEN. Except as provided in Section 5.05, 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”), from and against any and all Liabilities of the ALTISOURCE Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

(a) the OCWEN Business, including the failure of OCWEN or any other member of the OCWEN Group or any other Person to pay, perform or otherwise promptly discharge any Liability relating to, arising out of or resulting from the OCWEN Business in accordance with its terms, whether prior to or after the Distribution Date or the date hereof; and

(b) any breach by OCWEN or any other member of the OCWEN Group of this Agreement or any of the Ancillary Agreements.

Section 5.04 Indemnification of Third Party Claims. Except as provided in Section 5.05 and subject to any contrary provision in any Ancillary Agreement, each Party shall indemnify, defend and hold harmless the other Party, each other member of such other Party’s 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 “Transaction Indemnitees”), from and against any Liabilities of the Transaction Indemnitees relating to, arising out of or resulting from any Third Party Claim as to which such Transaction Indemnitees are entitled to indemnification under this Agreement, including any Third Party Claim relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact contained in any Specified Document or any omission or alleged omission to state a material fact in any Specified Document required to be stated therein or necessary to make the statements therein not misleading (any such Third Party Claim, a “Transaction Third Party Claim”).

Section 5.05 Indemnification Obligations Net of Insurance Proceeds and Other Amounts. (a) The Parties intend that any Liability subject to indemnification or reimbursement pursuant to this Article V will be net of Insurance Proceeds that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability. Accordingly, the amount that either Party (an “Indemnifying Party”) is required to pay to any Person entitled to indemnification hereunder (an “Indemnitee”) will be reduced by any Insurance Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Liability. If an Indemnitee receives a payment (an “Indemnity Payment”) required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds in respect of such Liability, then the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if such Insurance Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) An insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of the indemnification provisions hereof, it being expressly understood and agreed that no insurer or any other third party shall be entitled to a “wind-fall” (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof. Nothing contained in this Agreement or any Ancillary Agreement shall obligate any member of any Group to seek to collect or recover any Insurance Proceeds.

Section 5.06 Procedures for Indemnification of Third Party Claims. (a) If an Indemnitee shall receive notice or otherwise learn of a Third Party Claim with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to Section 5.02, Section 5.03 or Section 5.04 or any other Section of this Agreement or any Ancillary Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof within 10 days after becoming aware of such Third Party Claim. Any such notice shall describe the Third Party Claim in reasonable detail. Notwithstanding the foregoing, the failure of any Indemnitee or other Person to give notice as provided in this Section 5.06(a) shall not relieve the related Indemnifying Party of its obligations under this Article V, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice.

(b) An Indemnifying Party may elect to defend, at such Indemnifying Party’s own expense (subject to the requirement to share expenses related to the defense of Transaction Third Party Claims pursuant to Section 5.04) and by such Indemnifying Party’s own counsel, any Third Party Claim. Within 20 days after the receipt of notice from an Indemnitee in accordance with Section 5.06(a) (or sooner, if the nature of such Third Party Claim so requires), the Indemnifying Party shall notify the Indemnitee of its election as to whether the Indemnifying Party will assume responsibility for defending such Third Party Claim. After notice from an Indemnifying Party to an Indemnitee of its election to assume the defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but (subject to Section 5.04) the fees and expenses of such counsel shall be the expense of such Indemnitee, except that the Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnitee for any period during which the Indemnifying Party has not assumed the defense of such Third Party Claim (other than during any period in which the Indemnitee shall have failed to give notice of the Third Party Claim in accordance with Section 5.06(a)).

(c) If an Indemnifying Party elects not to assume responsibility for defending a Third Party Claim, or fails to notify an Indemnitee of its election as provided in Section 5.06(b), such Indemnitee may defend such Third Party Claim at the cost and expense of the Indemnifying Party (subject to the requirement to share expenses related to the defense of Transaction Third Party Claims pursuant to Section 5.04).

(d) If an Indemnifying Party elects to assume the defense of a Third Party Claim in accordance with the terms of this Agreement, the Indemnitee shall agree to any settlement, compromise or discharge of such Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third Party Claim and that releases the Indemnified Party completely in connection with such Third Party Claim.

(e) No Indemnifying Party shall consent to entry of any judgment or enter into any settlement of any Third Party Claim without the consent of the applicable Indemnitee or Indemnites if the effect thereof is to permit any injunction, declaratory judgment, other order or other nonmonetary relief to be entered, directly or indirectly, against any Indemnitee.

(f) Whether or not the Indemnifying Party assumes the defense of a Third Party Claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Indemnifying Party's prior written consent.

(g) The provisions of Section 5.06 (other than this Section 5.06(g)) and Section 5.07 shall not apply to Taxes (which are covered by the Tax Matters Agreement).

Section 5.07 Additional Matters. (a) Any claim on account of a Liability that does not result from a Third Party Claim shall be asserted by written notice given by the Indemnitee to the related Indemnifying Party. Such Indemnifying Party shall have a period of 30 days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 30-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to make payment. If such Indemnifying Party does not respond within such 30-day period or rejects such claim in whole or in part, such Indemnitee shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Ancillary Agreements.

(b) In the event of payment by or on behalf of any Indemnifying Party to any Indemnatee in connection with any Third Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnatee as to any events or circumstances in respect of which such Indemnatee may have any right, defense or claim relating to such Third Party Claim against any claimant or plaintiff asserting such Third Party Claim or against any other Person. Such Indemnatee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(c) In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnatee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the, or add the Indemnifying Party as an additional, named defendant, if at all practicable. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in this Section, and the Indemnifying Party shall fully indemnify the named defendant against all costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts' fees and all other external expenses), the costs of any judgment or settlement and the cost of any interest or penalties relating to any judgment or settlement.

Section 5.08 Remedies Cumulative. The remedies provided in this Article V shall be cumulative and, subject to the provisions of Article VIII, shall not preclude assertion by any Indemnatee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

Section 5.09 Survival of Indemnities. The rights and obligations of each of OCWEN and ALTISOURCE and their respective Indemnitees under this Article V shall survive the sale or other transfer by any party of any assets or businesses or the assignment by it of any Liabilities.

Section 5.10 Limitation on Liability. Except as may expressly be set forth in this Agreement or any Ancillary Agreement, none of OCWEN, ALTISOURCE or any other member of either Group shall in any event have any Liability to the other or to any other member of the other's Group, or to any other OCWEN Indemnatee or ALTISOURCE Indemnatee, as applicable, for any incidental, indirect, special, punitive or consequential damages, whether or not caused by or resulting from negligence or breach of obligations hereunder or under any Ancillary Agreement and whether or not informed of the possibility of the existence of such damages, provided, however, that the provisions of this Section shall not limit an Indemnifying Party's indemnification obligations hereunder or in any Ancillary Agreement with respect to any Liability any Indemnatee may have to any third party not affiliated with any member of the OCWEN Group or the ALTISOURCE Group for any incidental, indirect, special, punitive or consequential damages.

Exchange of Information; Confidentiality.

Section 6.01 Agreement for Exchange of Information; Archives. (a) Each of OCWEN and ALTISOURCE, on behalf of its Group, agrees to provide, or cause to be provided, to the other Group, at any time before the Distribution Date or until the sixth anniversary thereof, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of such Group that the requesting Party reasonably needs (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party or any member of its Group (including under applicable securities or tax laws) by a Governmental Authority having jurisdiction over the requesting Party or such member, (ii) for use in any other judicial, regulatory, administrative, tax or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, tax or other similar requirements, in each case other than claims or allegations that one Party to this Agreement has against the other, or (iii) to comply with its obligations under this Agreement or any Ancillary Agreement; provided, however, that in the event that either Party determines that any such provision of Information could be commercially detrimental, violate any law or agreement or waive any attorney-client privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

(b) After the Distribution Date, until the sixth anniversary thereof, each of OCWEN and ALTISOURCE shall have access during regular business hours (as in effect from time to time) to the documents that relate, in the case of OCWEN, to the OCWEN Business that are located in archives retained or maintained by ALTISOURCE or, in the case of ALTISOURCE, to the ALTISOURCE Business that are located in archives retained or maintained by OCWEN. Each of OCWEN and ALTISOURCE may obtain copies (but not originals) of documents for bona fide business purposes and may obtain objects for exhibition purposes for commercially reasonable periods of time if required for bona fide business purposes, provided that the party receiving such objects shall cause any such objects to be returned promptly in the same condition in which they were delivered to such party and that each of OCWEN and ALTISOURCE shall comply with any rules, procedures or other requirements, and shall be subject to any restrictions (including prohibitions on removal of specified objects), that are then applicable to the other. Nothing herein shall be deemed to restrict the access of any member of the OCWEN Group or ALTISOURCE Group to any such documents or objects or to impose any liability on any member of the OCWEN Group or the ALTISOURCE Group, as applicable, if any such documents are not maintained or preserved by OCWEN or ALTISOURCE, as applicable.

(c) Until the sixth anniversary of the date hereof, each of OCWEN and ALTISOURCE (i) shall maintain in effect at its own cost and expense adequate systems and controls to the extent necessary to enable the members of the other Group to satisfy their respective reporting, accounting, audit and other obligations and (ii) shall provide, or cause to be provided, to the other Party in such form as such other Party shall reasonably request, at no charge to the requesting Party, all financial and other data and information as such requesting Party reasonably determines necessary or advisable in order to prepare its financial statements and reports or filings with any Governmental Authority.

Section 6.02 Ownership of Information. Any Information owned by one Group that is provided to a requesting Party pursuant to Section 6.01 shall be deemed to remain the property of the providing Party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

Section 6.03 Compensation for Providing Information. Except as set forth in Section 6.01(c), the Party requesting Information agrees to reimburse the other Party for the reasonable costs, if any, of creating, gathering and copying such Information, to the extent that such costs are incurred for the benefit of the requesting Party. Except as may be otherwise specifically provided elsewhere in this Agreement or in any other agreement between the Parties, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

Section 6.04 Limitations on Liability. Neither Party shall have any liability to the other Party in the event that any Information exchanged or provided pursuant to this Agreement that is an estimate or forecast, or that is based on an estimate or forecast, is found to be inaccurate in the absence of willful misconduct by the Party providing such Information. Neither Party shall have any liability to the other Party if any Information is destroyed after reasonable efforts by such Party to comply with the provisions of Section 6.01.

Section 6.05 Other Agreements Providing for Exchange of Information. The rights and obligations granted under this Article VI are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth in any Ancillary Agreement.

Section 6.06 Production of Witnesses; Records; Cooperation. (a) After the Distribution Date, except in the case of an adversarial Action by one Party against the other Party, each Party shall use reasonable efforts to make available to the other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its Group as witnesses and any books, records or other documents within its control or that it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action in which the requesting Party may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall, except as otherwise required by Article V, bear all costs and expenses in connection therewith.

(b) If an Indemnifying Party chooses to defend or to seek to compromise or settle any Third Party Claim, the other Party shall make available to such Indemnifying Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its Group as witnesses and any books, records or other documents within its control or that it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with such defense, compromise or settlement, and shall otherwise cooperate in such defense, compromise or settlement.

(c) Without limiting any provision of this Section, each of the Parties agrees to cooperate, and to cause each member of its Group to cooperate, with the other Party in the defense of any infringement or similar claim with respect to the Intellectual Property (as defined in the Intellectual Property Agreement), including any claim of infringement of any mark using the word "Ocwen," "Altisource" or any derivation thereof and shall not acknowledge, or permit any member of its Group to acknowledge, the validity or infringing use of any intellectual property of a third Person in a manner that would hamper or undermine the defense of such infringement or similar claim.

(d) The obligation of the Parties to provide witnesses pursuant to this [Section 6.06](#) is intended to be interpreted to facilitate cooperation and shall include the obligation to provide as witnesses inventors and other officers without regard to whether the witness or the employer of the witness could assert a possible business conflict (subject to the exception set forth in the first sentence of [Section 6.06\(a\)](#)).

(e) In connection with any matter contemplated by this [Section 6.06](#), the Parties will enter into a mutually acceptable joint defense agreement so as to maintain to the extent practicable any applicable attorney-client privilege or work product immunity of any member of either Group.

**Section 6.07 Confidentiality.** (a) Subject to [Section 6.08](#), 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 Distribution Date, all Information concerning the other Group that is either in its possession (including Information in its possession prior to the Distribution 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, any Ancillary Agreement or otherwise, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, 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 6.07\(a\)](#)) 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 6.08](#). Without limiting the foregoing, when any Information is no longer needed for the purposes contemplated by this Agreement or any Ancillary 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).



Section 6.08 Protective Arrangements. 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 as soon as practicable 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.

## ARTICLE VII

### Dispute Resolution

Section 7.01 Disputes. Subject to Section 10.12 and except as otherwise specifically provided in any Ancillary Agreement, the procedures for discussion, negotiation and mediation set forth in this Article VII shall apply to all disputes, controversies or claims (whether arising in contract, tort or otherwise) that may arise out of or relate to, or arise under or in connection with, this Agreement or any Ancillary Agreement, or the transactions contemplated hereby or thereby (including all actions taken in furtherance of the transactions contemplated hereby or thereby on or prior to the date hereof), or the commercial or economic relationship of the parties relating hereto or thereto, between or among any members of the OCWEN Group, on the one hand, and any members of the ALTISOURCE Group, on the other hand.

Section 7.02 Escalation; Mediation. (a) It is the intent of the Parties to use reasonable 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 efforts to meet within 30 days of the Escalation Notice.

(b) If the Parties are not able to resolve the dispute, controversy or claim through the escalation process referred to above, then the matter shall be referred to mediation. The Parties shall retain a mediator to aid the Parties in their discussions and negotiations by informally providing advice to the Parties. Any opinion expressed by the mediator shall be strictly advisory and shall not be binding on the Parties or be admissible in any other proceeding. The mediator may be chosen from a list of mediators previously selected by the Parties or by other agreement of the Parties. Costs of the mediation shall be borne equally by the Parties involved in the matter, except that each Party shall be responsible for its own expenses. Mediation shall be a prerequisite to the commencement of any Action by either Party against the other Party.

(c) In the event that any resolution of any dispute, controversy or claim pursuant to the procedures set forth in Section 7.02(a) or (b) in any way affects an agreement or arrangement between either of the Parties and a third party insurance carrier, the consent of such third party insurance carrier to such resolution, to the extent such consent is required, shall be obtained before such resolution can take effect.

Section 7.03 Court Actions. (a) In the event that either Party, after complying with the provisions set forth in Section 7.02, desires to commence an Action, such Party may submit the dispute, controversy or claim (or such series of related disputes, controversies or claims) to any court of competent jurisdiction.

(b) Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article VII with respect to all matters not subject to such dispute, controversy or claim.

## ARTICLE VIII

### Further Assurances and Additional Covenants

Section 8.01 Further Assurances. (a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties shall, subject to Section 3.02 and Section 4.02, use reasonable efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, prior to, on and after the Distribution Date, each Party shall cooperate with the other Party, without any further consideration, but at the expense of the requesting Party, (i) to execute and deliver, or use reasonable efforts to execute and deliver, or cause to be executed and delivered, all instruments, including any bills of sale, stock powers, certificates of title, assignments of contracts and other instruments of conveyance, assignment and transfer as such Party may reasonably be requested to execute and deliver by the other Party, (ii) to make, or cause to be made, all filings with, and to obtain, or cause to be obtained, all consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument, (iii) to obtain, or cause to be obtained, any Governmental Approvals or other Consents required to effect the Separation or the Distribution and (iv) to take, or cause to be taken, all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effect the provisions and purposes of this Agreement and the Ancillary Agreements and any transfers of Assets or assignments and assumptions of Liabilities hereunder or thereunder and the other transactions contemplated hereby and thereby.

(c) On or prior to the Distribution Date, OCWEN and ALTISOURCE, in their respective capacities as direct and indirect shareholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by ALTISOURCE or any other Subsidiary of OCWEN, as the case may be, to effect the transactions contemplated by this Agreement.

(d) The Parties agree to take any reasonable actions necessary in order for the Distribution, the Separation and any other transaction contemplated by this Agreement or any Ancillary Agreement that is intended by the Parties to be tax-free to qualify as a tax-free transaction pursuant to Sections 355, 361(a) and 368(a)(1)(D) of the Code.

(e) Prior to the Distribution Date, if either Party identifies any commercial or other service that is needed to assure a smooth and orderly transition of its business in connection with the consummation of the transactions contemplated hereby, and that is not otherwise governed by the provisions of this Agreement or any Ancillary Agreement, the Parties will cooperate in determining whether there is a mutually acceptable arm's-length basis on which the other Party will provide such service.

Section 8.02 Insurance Matters. (a) OCWEN and ALTISOURCE agree to cooperate in good faith to provide for an orderly transition of insurance coverage from the date hereof through the Distribution Date and for the treatment of any Insurance Policies that will remain in effect following the Distribution Date on a mutually agreeable basis. In no event shall OCWEN, any other member of the OCWEN Group or any OCWEN Indemnatee have liability or obligation whatsoever to any member of the ALTISOURCE Group or any ALTISOURCE Indemnatee in the event that any Insurance Policy or other contract or policy of insurance shall be terminated or otherwise cease to be in effect for any reason, shall be unavailable or inadequate to cover any Liability of any member of the ALTISOURCE Group or any ALTISOURCE Indemnatee for any reason whatsoever or shall not be renewed or extended beyond the current expiration date.

## ARTICLE IX

### Termination

Section 9.01 Termination. This Agreement may be terminated by OCWEN at any time, in its sole discretion, prior to the Distribution Date.

Section 9.02 Effect of Termination. In the event of any termination of this Agreement prior to the Distribution Date, neither Party (or any of its directors or officers) shall have any Liability or further obligation to the other Party.

## ARTICLE X

### Miscellaneous

Section 10.01 Counterparts; Entire Agreement; Corporate Power. (a) This Agreement and each Ancillary Agreement may be executed in one or more counterparts, including by facsimile or by e-mail delivery of a ".pdf" format data file, 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 Ancillary Agreements and the exhibits, schedules and appendices hereto and thereto 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:

(i) 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 each of this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been (or, in the case of any Ancillary Agreement, will be on or prior to the Distribution Date) duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

Section 10.02 Governing Law. This Agreement and, unless expressly provided therein, each Ancillary 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 (other than with respect to the corporate action of the OCWEN board of directors attendant to the declaration and payment of the dividend of the ALTISOURCE Common Stock, which shall be governed by the law of the State of Florida.)

Section 10.03 Assignability. Except as set forth in any Ancillary Agreement, this Agreement and each Ancillary Agreement shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective successors and permitted assigns; provided, however, that no party hereto or thereto may assign its rights or delegate its obligations under this Agreement or any Ancillary Agreement without the express prior written consent of the other parties hereto or thereto.

Section 10.04 Third Party Beneficiaries. Except for the indemnification rights under this Agreement of any OCWEN Indemnitee or ALTISOURCE Indemnitee in their respective capacities as such, (a) the provisions of this Agreement and each Ancillary Agreement are solely for the benefit of the parties hereto or thereto and are not intended to confer upon any Person except the parties hereto or thereto any rights or remedies hereunder or thereunder and (b) there are no third party beneficiaries of this Agreement or any Ancillary Agreement and neither this Agreement nor any Ancillary Agreement shall 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 or any Ancillary Agreement.

Section 10.05 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 telecopier (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 fax 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 Financial Corporation  
1661 Worthington Road, Suite 100  
West Palm Beach, Florida 33409  
Attn: Corporate Secretary  
Fax No.: (561) 471-4264

If to ALTISOURCE to:

Altisource Portfolio Solutions S.A.  
2-8 Avenue Charles De Gaulle  
L-1653 Luxembourg  
Attn: Corporate Secretary  
Fax No.: 352-2744-9499

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

Section 10.06 Severability. If any provision of this Agreement or any Ancillary 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.

Section 10.07 Publicity. Prior to the Distribution, each of ALTISOURCE and OCWEN shall consult with each other prior to issuing any press releases or otherwise making public statements with respect to the Distribution or any of the other transactions contemplated hereby and prior to making any filings with any Governmental Authority with respect thereto.

Section 10.08 Expenses. Except as expressly set forth in this Agreement or in any Ancillary Agreement, all third party fees, costs and expenses paid or incurred in connection with the Separation and the Distribution will be paid by OCWEN.

Section 10.09 Headings. The article, section and paragraph headings contained in this Agreement and in the Ancillary Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any Ancillary Agreement.

Section 10.10 Survival of Covenants. Except as expressly set forth in this Agreement or any Ancillary Agreement, (a) the covenants in this Agreement and the liabilities for the breach of any obligations in this Agreement and (b) any covenants, representations or warranties contained in any Ancillary Agreement and any liabilities for the breach of any obligations contained in any Ancillary Agreement, in each case, shall survive each of the Separation and the Distribution and shall remain in full force and effect.

Section 10.11 Waivers of Default. Waiver by any party hereto or to any Ancillary Agreement of any default by any other party hereto or thereto of any provision of this Agreement or such Ancillary Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default.

Section 10.12 Specific Performance. Subject to Section 4.02 and notwithstanding the procedures set forth in Article VII, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary 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 or such Ancillary 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 and any Ancillary Agreement agree that the remedies at law for any breach or threatened breach hereof or thereof, 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.

Section 10.13 Amendments. No provisions of this Agreement or any Ancillary Agreement shall be deemed waived, amended, supplemented or modified by any party hereto or thereto, 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.

Section 10.14 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 or the applicable Ancillary Agreement as a whole (including all of the schedules, exhibits and appendices hereto or thereto) and not to any particular provision of this Agreement or such Ancillary Agreement. Article, Section, Exhibit, Schedule and Appendix references are to the articles, sections, exhibits, schedules and appendices of or to this Agreement or the applicable Ancillary Agreement unless otherwise specified. Any reference herein to this Agreement or any Ancillary Agreement, unless otherwise stated, shall be construed to refer to this Agreement or such Ancillary Agreement as amended, supplemented or otherwise modified from time to time, as permitted by Section 10.14 and the terms of any applicable provision in any Ancillary Agreement. The word “including” and words of similar import when used in this Agreement (or the applicable Ancillary 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.

Section 10.15 Jurisdiction; Service of Process. Any action or proceeding arising out of or relating to this Agreement or any Ancillary 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 or thereto 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 or any Ancillary Agreement in any other court. The parties to this Agreement or any Ancillary 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 may be served on any party to this Agreement or any Ancillary Agreement anywhere in the world.

Section 10.16 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.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have caused this Separation Agreement 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

ALTISOURCE PORTFOLIO SOLUTIONS S.A.

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

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**Schedule I**  
**Separation Transactions**

1. NCI Holdings, Inc. will change its name to Altisource US Holdings, Inc. (“Altisource US Holdings”) and form a new, wholly-owned Delaware corporation named Altisource Solutions, Inc. (“Altisource Solutions”).
2. Altisource US Holdings forms a new, wholly-owned Georgia corporation named Altisource US Data, Inc. (“Altisource US Data”).
3. Altisource US Holdings forms one or more new, wholly-owned corporations (solely if required for licensing reasons) named Altisource US Broker/Trustee Corp. (“Altisource US Broker/Trust”).
4. Ocwen Fulfillment Operations LLC (“Ocwen Fulfillment”) changes its name to Altisource Fulfillment Operations LLC (“Altisource Fulfillment”) and Ocwen Asset Investment Corp. (“Ocwen Asset Invest Co.”) dividends cash in an amount equal to (or otherwise required to achieve based on otherwise-available cash on hand) the fair value purchase price of Altisource Fulfillment (the “Fulfillment Purchase Amount”) to Investors Mortgage Insurance Holding Company (“Investors Mortgage Co.”).
5. Investors Mortgage Co. dividends the Fulfillment Purchase Amount to Ocwen.
6. Ocwen contributes the Fulfillment Purchase Amount to Altisource US Holdings.
7. Altisource US Holdings purchases Altisource Fulfillment by paying the Fulfillment Purchase Amount to Ocwen Asset Invest Co. in exchange for its equity interest in Altisource Fulfillment.
8. Ocwen contributes its equity interests in (i) Premium Title Services, Inc. (“Premium Title”) and (ii) REALHome Services and Solutions, Inc. (“REALHome”) to Altisource US Holdings.
9. Ocwen purchases Portfolio Management Outsourcing Solutions, LLC (“Portfolio Mgt”) by paying an amount equal to (or otherwise required to achieve based on otherwise-available cash on hand) the fair value purchase price of Portfolio Mgt (the “Portfolio Purchase Amount”) to RMSI, Inc. (“RMSI”) in exchange for its equity interest in Portfolio Mgt.
10. RMSI dividends the Portfolio Purchase Amount to Ocwen.
11. Ocwen forms a new, wholly-owned Delaware limited liability company named Altisource Holdings, LLC (“Altisource Holdings”) and contributes an amount of cash equal to not less than 00.01% of the fair value purchase price of Ocwen Outsourcing Solutions (100% of such fair value purchase price being the “Solutions Purchase Amount”).

12. Ocwen Capital Management, LLC (“Ocwen Capital Mgt”) and Ocwen Loan Servicing, LLC (“Ocwen Loan Srvc”) form Altisource Outsourcing Solutions S.R.L. (“Altisource Outsourcing Solutions”), with Ocwen Capital Mgt owning a 99.99% interest and Ocwen Loan Srvc owning a 0.01% interest.
13. Ocwen Capital Mgt dividends cash in an amount equal to (or otherwise required to achieve based on otherwise-available cash on hand) 99.99% of the Solutions Purchase Amount to Ocwen.
14. Altisource Holdings purchases 0.01% of the equity interest in Altisource Outsourcing Solutions by paying 0.01% of the Solutions Purchase Amount to Ocwen Loan Srvc.
15. Ocwen purchases 99.99% of the equity interest in Altisource Outsourcing Solutions by paying 99.99% of the Solutions Purchase Amount to Ocwen Capital Mgt.
16. Altisource Portfolio Solutions S.à r.l. (formerly Ocwen Luxembourg S.à r.l.) converts to a Société Anonyme (“Altisource”).
17. Ocwen Business Solutions Private Limited changes its name to Altisource Business Solutions Private Limited (“ABSPL”) and the Altisource Solutions business of Ocwen Financial Solutions Private Limited (“OFSPPL”) is demerged into ABSPL.
18. ABSPL issues shares to Ocwen Asia Holdings Ltd. (the shareholder of OFSPPL) as consideration for the demerger.
19. Altisource forms Altisource Solutions S.à r.l., a Luxembourg company (“Altisource Solutions”).
20. Altisource Solutions forms Altisource Asia Holdings Ltd., a Mauritius company (“Altisource Asia Holdings”).
21. Ocwen purchases Altisource Asia Holdings for fair value (the “Altisource Asia Holdings Purchase Amount”) from Altisource Solutions.
22. Altisource Solutions distributes the Altisource Asia Holdings Purchase Amount to Altisource.
23. Altisource distributes the Altisource Asia Holdings Purchase Amount to Ocwen.
24. Ocwen forms Ocwen Luxembourg S.à r.l. II (“Ocwen Lux II”) and contributes Altisource Asia Holdings to Ocwen Lux II.
25. Ocwen lends cash in an amount equal to the fair value purchase price of OFSPPL (the “OFSPPL Purchase Amount”) to Altisource Asia Holdings in exchange for a promissory note; Altisource Asia Holdings purchases OFSPPL from Ocwen Asia Holdings.
26. Ocwen Asia Holdings distributes the OFSPPL Purchase Amount to Altisource.

27. Altisource distributes the OFSPL Purchase Amount to Ocwen.
28. Ocwen transfers intellectual property of the Altisource Solutions business to Altisource Solutions in exchange for shares in Altisource Solutions.
29. Ocwen contributes its shares in Altisource Solutions to Altisource in exchange for shares in Altisource.
30. Ocwen lends cash in an amount equal to the fair value purchase price of (i) ABSPL (the “ABSPL Purchase Amount”) plus (ii) Ocwen Asia Holdings (the “Ocwen Asia Holdings Purchase Amount”) to Altisource Solutions in exchange for a promissory note.
31. Altisource Solutions purchases ABSPL by paying the ABSPL Purchase Amount borrowed from Ocwen to Ocwen Asia Holdings. Ocwen Asia Holdings distributes the ABSPL Purchase Amount to Altisource.
32. Altisource Solutions purchases Ocwen Asia Holdings by paying the Ocwen Asia Holdings Purchase Amount to Altisource.
33. Altisource lends cash in an amount equal to the ABSPL Purchase Amount to Ocwen Asia Holdings in exchange for a promissory note. Ocwen Asia Holdings purchases ABSPL by paying the ABSPL Purchase Amount to Altisource Solutions.
34. Altisource contributes the Ocwen Asia Holdings Purchase Amount to Altisource Solutions in exchange for additional share capital; Altisource Solutions repays Ocwen the ABSPL Purchase Amount and the Ocwen Asia Holdings Purchase Amount, and Ocwen discharges Altisource Solutions' promissory note.
35. Altisource Asia Holdings changes its name to Ocwen Asia Holdings I Ltd. and Ocwen Asia Holdings Ltd. changes its name to Altisource Asia Holdings I Ltd.
36. Ocwen contributes to Altisource its equity interests in (i) Altisource US Holdings, (ii) Western Progressive Trustee, LLC (“Western Progressive”), (iii) Portfolio Mgt, (iv) Altisource Outsourcing Solutions (its 99.99% interest) and (v) Altisource Holdings in exchange for additional shares of Altisource.
37. Altisource contributes to Altisource Solutions its equity interests in (i) Altisource US Holdings, (ii) Western Progressive, (iii) Portfolio Mgt, (iv) Altisource Outsourcing Solutions (its 99.99% interest) and (v) Altisource Holdings in exchange for additional shares of Altisource Solutions.
38. Intentionally Omitted.
39. Ocwen contributes the promissory note made in step 25 by Altisource Asia Holdings (now known as Ocwen Asia Holdings I Ltd.) to Ocwen Lux II in exchange for additional shares of Ocwen Lux II.

40. Ocwen Lux II contributes the promissory note made by Altisource Asia Holdings (now known as Ocwen Asia Holdings I Ltd.) to Ocwen Asia Holdings I Ltd. in exchange for additional shares of Ocwen Asia Holdings I Ltd.
41. Ocwen discharges the note made by Altisource Asia Holdings (now known as Ocwen Asia Holdings I Ltd.).
42. Altisource contributes the promissory note made in step 33 by Ocwen Asia Holdings (now known as Altisource Asia Holdings I Ltd.) to Altisource Solutions in exchange for additional shares of Altisource Solutions.
43. Altisource Solutions contributes the promissory note made by Ocwen Asia Holdings (now known as Altisource Asia Holdings I Ltd.) to Altisource Asia Holdings I Ltd. in exchange for additional shares of Altisource Asia Holdings I Ltd.
44. Altisource discharges the note made by Ocwen Asia Holdings (now known as Altisource Asia Holdings I Ltd.).

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TAX MATTERS AGREEMENT

By and Between

OCWEN FINANCIAL CORPORATION

and

ALTISOURCE SOLUTIONS S.À R.L.

Dated as of August 10, 2009

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TAX MATTERS AGREEMENT (this “Agreement”) entered into as of August 10, 2009, by and between OCWEN FINANCIAL CORPORATION, a Florida corporation (“OFC”), and ALTISOURCE SOLUTIONS S.À R.L., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg and an indirect wholly-owned subsidiary of OFC (“Altisource”).

WHEREAS, the board of directors of OFC has determined that it is in the best interests of OFC and its shareholders to separate the Altisource Business (as defined below) from OFC.

WHEREAS, as of the date hereof, OFC is the common parent of an affiliated group of corporations, including Altisource, which has elected to file consolidated United States Federal income tax returns;

WHEREAS, OFC and Altisource have entered into the Separation Agreement (as defined below), pursuant to which OFC agreed to contribute and otherwise transfer to Altisource, and Altisource agreed to receive and assume, the assets and liabilities then associated with the Altisource Business.

WHEREAS, OFC intends to distribute to shareholders of OFC all the outstanding shares of Altisource Capital Stock;

WHEREAS, pursuant to the Distribution (as defined in the Separation Agreement), Altisource and its subsidiaries will cease to be members of the affiliated group (as that term is defined in Section 1504 of the Code (as defined below)) of which OFC is the common parent; and

WHEREAS the Companies (as defined below) desire to provide for and agree upon the allocation between the Companies of liabilities for Taxes (as defined below) arising prior to, as a result of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Companies hereby agree as follows:

ARTICLE I

Definition of Terms

For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Separation Agreement:

“Accountant” shall have the meaning set forth in Section 8.02(b).

“Accounting Cutoff Date” means, with respect to Altisource, any date as of the end of which there is a closing of the financial accounting records for Altisource.

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“Active Trade or Business” means the active conduct (within the meaning of Section 355(b) of the Code and the regulations thereunder) by Altisource of the Altisource Business.

“Adjustment Request” means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund or credit of Taxes, including (a) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (b) any claim for equitable recoupment or other offset and (c) any claim for refund or credit of Taxes previously paid.

“Affiliate” means any entity that is directly or indirectly “controlled” by either the person in question or an Affiliate of such person. For purposes of the definition of “Affiliate,” “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning provided in the first sentence of this Agreement.

“Altisource” shall have the meaning provided in the first sentence of this Agreement.

“Altisource Affiliated Group” shall have the meaning provided in the definition of “Altisource Federal Consolidated Income Tax Return.”

“Altisource Business” means the knowledge process outsourcing business, as defined in the Separation Agreement.

“Altisource Capital Stock” means all classes or series of capital stock of Altisource, including (i) the Altisource Common Stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in Altisource for U.S. Federal income tax purposes.

“Altisource Carryback” means any net operating loss, net capital loss, excess tax credit or other similar Tax item of any member of the Altisource Group that may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

“Altisource Common Stock” has the meaning set forth in the Separation and Distribution Agreement.

“Altisource Federal Consolidated Income Tax Return” means any United States (or any foreign country) Federal income Tax Return for the affiliated group (as that term is defined in Section 1504 of the Code) of which Altisource (or a subsidiary thereof) is the common parent (the “Altisource Affiliated Group”).

“Altisource Group” means Altisource and its Subsidiaries, as determined immediately after the Distribution.

“Altisource Separate Return” means any Separate Return of Altisource or any member of the Altisource Group.

“Ancillary Agreements” means the Employee Matters Agreement, the Transition Services Agreement, the Tax Matters Agreement, the Intellectual Property Agreement, the Data Center and Disaster Recovery Agreement, the Services Agreements and any instruments, assignments and other documents and agreements executed in connection with the implementation of the transactions contemplated by the Separation Agreement, including Article II.

“Base Rate” shall be the rate as set forth in Article XV.

“Board Certificate” shall have the meaning set forth in Section 7.02(d).

“Closing Date” means the date of the Distribution.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Companies” means OFC and Altisource, collectively, and “Company,” as the context requires, means either OFC or Altisource.

“Contribution” means the contribution of assets and liabilities by OFC itself directly to Altisource itself pursuant to Sections 2.01, 2.02, 2.03, 2.04 and 2.05 of the Separation Agreement.

“Distribution” has the meaning set forth in the Separation Agreement.

“Distribution-Related Proceeding” means any Tax Contest in which the IRS, another Tax Authority or any other party asserts a position that could reasonably be expected to adversely affect the Tax-Free Status.

“Fifty-Percent or Greater Interest” shall have the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code.

“Filing Date” shall have the meaning set forth in Section 7.03(c).

“Final Determination” means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of a State, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (b) by a decision, judgment, decree or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of a State, local or foreign taxing jurisdiction; (d) by any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (e) by a final settlement resulting from a treaty-based competent authority determination; or (f) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the parties.

“Group” means the OFC Group or the Altisource Group, or both, as the context requires.

“High-Level Dispute” means any dispute or disagreement (a) relating to liability under Section 7.03 of this Agreement or (b) in which the amount of the liability in dispute exceeds \$2 million.

“Indemnitee” shall have the meaning set forth in Section 13.03.

“Indemnitor” shall have the meaning set forth in Section 13.03.

“IRS” means the United States Internal Revenue Service.

“Joint Return” means any Tax Return that includes at least one member of the OFC Group and at least one member of the Altisource Group.

“Notified Action” shall have the meaning set forth in Section 7.02(e).

“OFC” shall have the meaning provided in the first sentence of this Agreement.

“OFC Affiliated Group” shall have the meaning provided in the definition of “OFC Federal Consolidated Income Tax Return.”

“OFC Federal Consolidated Income Tax Return” means any United States Federal income Tax Return for the affiliated group (as that term is defined in Section 1504 of the Code and the regulations thereunder) of which OFC is the common parent (the “OFC Affiliated Group”).

“OFC Group” means OFC and its Subsidiaries, excluding any entity that is a member of the Altisource Group.

“OFC Separate Return” means any Separate Return of OFC or any member of the OFC Group.

“OFC State Combined Income Tax Return” means a consolidated, combined or unitary State Income Tax Return that actually includes, by election or otherwise, one or more members of the OFC Group together with one or more members of the Altisource Group.

“Past Practices” shall have the meaning set forth in Section 4.04(a).

“Payment Date” means (i) with respect to any OFC Federal Consolidated Income Tax Return, the due date for any required installment of estimated taxes determined under Section 6655 of the Code, the due date (determined without regard to extensions) for filing the return determined under Section 6072 of the Code, and the date the return is filed, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. Federal income tax purposes.

“Post-Closing Period” means any Tax Period that, to the extent it relates to a member of the Altisource Group, begins after the Closing Date.

“Pre-Closing Period” means any Tax Period that, to the extent it relates to a member of the Altisource Group, ends on or before the Closing Date.

“Privilege” means any privilege that may be asserted under applicable law, including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

“Proposed Acquisition Transaction” means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulation Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by Altisource management or shareholders, is a hostile acquisition, or otherwise, as a result of which Altisource would merge or consolidate with any other Person or as a result of which one or more Persons would (directly or indirectly) acquire, or have the right to acquire, from Altisource and/or one or more holders of outstanding shares of Altisource Capital Stock, a number of shares of Altisource Capital Stock that would, when combined with any other changes in ownership of Altisource Capital Stock pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of (A) the value of all outstanding shares of stock of Altisource as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (B) the total combined voting power of all outstanding shares of voting stock of Altisource as of the date of such transaction or, in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (A) the adoption by Altisource of a shareholder rights plan or (B) issuances by Altisource that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person’s performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

“Representation Letters” means the representation letters and any other materials delivered or deliverable by OFC, Altisource or others in connection with the rendering by Tax Advisors of any opinions in connection with the Transactions.

“Responsible Company” means, with respect to any Tax Return, the Company having responsibility for preparing and filing such Tax Return under this Agreement.

“Ruling” means any private letter ruling issued by the IRS in connection with the Transactions or any similar ruling (including any supplemental ruling) issued by any Tax Authority other than the IRS in connection with the Transactions.

“Section 7.02(d) Acquisition Transaction” means any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were 25% instead of 40%.

“Separate Return” means (a) in the case of any Tax Return of any member of the Altisource Group (including any consolidated, combined or unitary return), any such Tax Return that does not include any member of the OFC Group and (b) in the case of any Tax Return of any member of the OFC Group (including any consolidated, combined or unitary return), any such Tax Return that does not include any member of the Altisource Group.

“Separation Agreement” means the Separation and Distribution Agreement, as amended from time to time, by and between OFC and Altisource dated as of August 10, 2009.

“Signing Group” shall have the meaning set forth in Section 8.03.

“State Income Tax” means any Tax imposed by any State of the United States or by any political subdivision of any such State (or by the District of Columbia) that is imposed on or measured by net income, including state and local franchise or similar Taxes measured by net income, and any interest, penalties, additions to tax or additional amounts in respect of the foregoing.

“Supplier Group” shall have the meaning set forth in Section 8.03.

“Tax” or “Taxes” means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, value added, alternative minimum, estimated or other tax (including any fee, assessment or other charge in the nature of or in lieu of any tax) imposed by any governmental entity or political subdivision thereof, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“Tax Advisor” means a United States tax counsel or accountant of recognized national standing.

“Tax Arbitrator” shall have the meaning set forth in Article XIV.

“Tax Arbitrator Dispute” shall have the meaning set forth in Article XIV.

“Tax Attribute” or “Attribute” means a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, general business credit, Tax basis or any other Tax Item that could reduce a Tax.

“Tax Authority” means, with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

“Tax Benefit” means any refund, credit or other reduction in otherwise required Tax payments.

“Tax Contest” means an audit, review, examination or other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

“Tax Detriment” means any increase in required Tax payments (or, without duplication, the reduction in any refund or credit).

“Tax-Free Status” means the qualifications of (i) the Distribution and Contribution, taken together, as a reorganization described in Sections 355(a) and 368(a)(1)(D) of the Code, and (ii) the Transactions in which OFC, Altisource and the shareholders of OFC recognize no income or gain for U.S. federal income tax purposes, other than in the case of the shareholders of OFC, to the extent of any cash received in exchange for fractional shares, and in the case of OFC, taxation under Section 367 of the Code.

“Tax Item” means, with respect to any income Tax, any item of income, gain, loss, deduction or credit.

“Tax Law” means the law of any governmental entity or political subdivision thereof relating to any Tax.

“Tax Opinions” means the opinions of Tax Advisors deliverable to OFC in connection with the Transactions.

“Tax Period” means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

“Tax Records” means Tax Returns, Tax Return workpapers, documentation relating to any Tax Contests and any other books of account or records required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority.

“Tax-Related Losses” means (i) all Federal, state and local Taxes (including interest and penalties thereon) imposed pursuant to any settlement, Final Determination, judgment or otherwise; (ii) all reasonable accounting, legal and other professional fees and court costs incurred in connection with such Taxes; and (iii) all reasonable costs and expenses and all damages associated with shareholder litigation or controversies and any amount paid by OFC (or any Affiliate of OFC) or Altisource (or any Affiliate of Altisource) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in each case, resulting from the failure of the Transactions to have Tax-Free Status.

“Tax Return” or “Return” means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration or document required to be filed under the Code or other Tax Law, including any attachments, exhibits or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

“Transactions” means the Distribution, Contribution and the other transactions contemplated by the Separation Agreement.

“Treasury Regulations” means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

“Unqualified Tax Opinion” means an opinion of a Tax Advisor, which Tax Advisor is reasonably acceptable to OFC, on which OFC may rely to the effect that a transaction will not affect the Tax-Free Status. Any such opinion must assume that the Transactions would have qualified for Tax-Free Status if the transaction in question did not occur.

## ARTICLE II

### Allocation of Tax Liabilities

SECTION 2.01 General Rule. (a) OFC Liability. OFC shall be liable for, and shall indemnify and hold harmless the Altisource Group from and against any liability for, Taxes that are allocated to OFC under this Article II.

(b) Altisource Liability. Altisource shall be liable for, and shall indemnify and hold harmless the OFC Group from and against any liability for, Taxes that are allocated to Altisource under this Article II.

SECTION 2.02 Allocations of Taxes. Except as provided in Section 2.03, Taxes shall be allocated as follows:

(a) Allocation of Taxes to OFC. OFC shall be responsible for:

(i) any and all Taxes due or required to be reported on any Joint Return or OFC Separate Return (including any increase in such Tax as a result of a Final Determination); and

(b) Allocation of Taxes to Altisource. Altisource shall be responsible for any and all Taxes due or required to be reported on any Altisource Separate Return (including any increase in such Tax as a result of a Final Determination)



SECTION 2.03 Certain Transaction and Other Taxes. (a) Altisource Liability. Altisource shall be liable for, and shall indemnify and hold harmless the OFC Group from and against any liability for:

- (i) any Tax resulting from a breach by Altisource of any covenant in this Agreement, the Separation Agreement or any Ancillary Agreement; and
- (ii) any Tax-Related Losses for which Altisource is responsible pursuant to Section 7.03

(b) OFC Liability. OFC shall be liable for, and shall indemnify and hold harmless the Altisource Group from and against any liability for:

- (i) any Taxes imposed pursuant to Treasury Regulation Section 1.1502-6 (or any similar provision of foreign, State or local Tax law) on any member of the Altisource Group solely as a result of such member's being a member of the OFC Affiliated Group (or similar group under foreign, State or local Tax law);
- (ii) any Taxes imposed pursuant to Section 367 of the Code and the Treasury Regulations thereunder as a consequence of the Transactions;
- (iii) any Tax resulting from a breach by OFC of any covenant in this Agreement, the Separation Agreement or any Ancillary Agreement; and
- (iv) any Tax-Related Losses for which OFC is responsible pursuant to Section 7.03.

### ARTICLE III

#### Proration of Tax Items

(a) General Method of Proration. Tax Items shall be apportioned between Pre-Closing Periods and Post-Closing Periods in accordance with the principles of Treasury Regulation Section 1.1502-76(b) as reasonably interpreted and applied by OFC. No election shall be made under Treasury Regulation Section 1.1502-76(b)(2)(ii) (relating to ratable allocation of a year's items). If the Closing Date is not an Accounting Cutoff Date, the provisions of Treasury Regulation Section 1.1502-76(b)(2)(iii) will be applied to allocate ratably the items (other than extraordinary items) for the month that includes the Closing Date.

(b) Transactions Treated as Extraordinary Items. In determining the apportionment of Tax Items between Pre-Closing Periods and Post-Closing Periods, any Tax Items relating to the Transactions shall be treated as extraordinary items described in Treasury Regulation Section 1.1502-76(b)(2)(ii)(C) and shall (to the extent occurring on or prior to the Closing Date) be allocated to Pre-Closing Periods, and any Taxes related to such items shall be treated under Treasury Regulation Section 1.1502-76(b)(2)(iv) as relating to such extraordinary items and shall (to the extent occurring on or prior to the Closing Date) be allocated to Pre-Closing Periods.

Preparation and Filing of Tax Returns

SECTION 4.01 General. Except as otherwise provided in this Article IV, Tax Returns shall be prepared and filed when due (including extensions) by the person obligated to file such Tax Returns under the Code or applicable Tax Law. The Companies shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Article VIII with respect to the preparation and filing of Tax Returns, including providing information required to be provided in Article VIII.

SECTION 4.02 OFC's Responsibility. OFC has the exclusive obligation and right to prepare and file, or to cause to be prepared and filed:

(a) OFC Federal Consolidated Income Tax Returns for all Tax Periods;

(b) OFC State Combined Income Tax Returns and any other Joint Returns that OFC reasonably determines are required to be filed (or that OFC chooses to be filed) by the Companies or any of their Affiliates for all Tax Periods; provided, however, that OFC shall provide written notice (no later than 60 days prior to the date such Returns are due, including extensions) of such determination to file such OFC State Combined Income Tax Returns or other Joint Returns to Altisource; and

(c) OFC Separate Returns and Altisource Separate Returns that OFC reasonably determines are required to be filed by the Companies or any of their Affiliates for Tax Periods ending on, before or after the Closing Date (limited, in the case of Altisource Separate Returns, to such Returns as are filed on or prior to the Closing Date).

SECTION 4.03 Altisource's Responsibility. Altisource shall prepare and file, or shall cause to be prepared and filed, all Altisource Separate Returns other than those Tax Returns filed on or prior to the Closing Date. The Tax Returns required to be prepared and filed by Altisource under this Section 4.03 shall include (a) any Altisource Federal Consolidated Income Tax Return and (b) Altisource Separate Returns required to be filed for Tax Periods ending after the Closing Date.

SECTION 4.04 Tax Accounting Practices. (a) General Rule. Except as provided in Section 4.04(b), with respect to any Tax Return that Altisource has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 4.03, for any Pre-Closing Period (and the portion, ending on the Closing Date, of any Tax Period that includes but does not end on the Closing Date), such Tax Return shall be prepared in accordance with past practices, accounting methods, elections or conventions ("Past Practices") used by OFC and its Subsidiaries with respect to the Tax Returns in question (unless there is no reasonable basis for the use of such Past Practices) solely to the extent a change in such Past Practice could reasonably be expected to cause OFC to incur a Tax Detriment, and to the extent any items are not covered by Past Practices (or in the event that there is no reasonable basis for the use of such Past Practices), in accordance with reasonable Tax accounting practices. Except as provided in Section 4.04(b), OFC shall prepare any Tax Return that it has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 4.02, in accordance with reasonable Tax accounting practices selected by OFC.

(b) Reporting of Transaction Tax Items. Altisource and OFC shall file all Tax Returns consistent with the Tax treatment of the Transactions set forth in the Tax Opinions. To the extent there is a Tax treatment relating to the Transactions that is not covered by the Tax Opinions, the Tax treatment shall be determined by OFC with respect to such Tax Return, and Altisource shall agree to such treatment and shall file all Tax Returns for which it is responsible consistently with such treatment, unless either (i) there is no reasonable basis for such Tax treatment or (ii) such Tax treatment is inconsistent with the Tax treatment contemplated in the Tax Opinions.

(c) Detrimental Tax Positions. Neither Altisource nor OFC shall take a position on any Tax Return that is reasonably expected to cause a Tax Detriment to the other party without agreeing first in writing to bear all Tax-Related Losses associated with such Tax Detriment.

SECTION 4.05 Consolidated or Combined Tax Returns. Altisource shall elect and join, and shall cause its respective Affiliates to elect and join, in filing any OFC State Combined Income Tax Returns and any Joint Returns that OFC files pursuant to Section 4.02(b).

SECTION 4.06 Right to Review Tax Returns. (a) General. The Responsible Company with respect to any material Tax Return shall make such Tax Return and related workpapers available for review by the other Company, if requested, to the extent (i) such Tax Return relates to Taxes for which the requesting party would reasonably be expected to be liable, (ii) the requesting party would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of such Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the requesting party would reasonably be expected to have a claim for Tax Benefits under this Agreement or (iv) the requesting party reasonably determines that it must inspect such Tax Return to confirm compliance with the terms of this Agreement. The Responsible Company shall use reasonable best efforts to make such Tax Return available for review, including by delivering such materials to the requesting party at the requesting party's expense, as required under this paragraph sufficiently in advance of the due date (including extensions) for filing of such Tax Return to provide the requesting party with a meaningful opportunity to analyze and comment on such Tax Return.

(b) Execution of Returns Prepared by Other Party. In the case of any Tax Return that is required to be prepared and filed by the Responsible Company under this Agreement and that is required by law to be signed by the other Company (or by its authorized representative), the Company that is legally required to sign such Tax Return shall be required to sign such Tax Return unless there is no reasonable basis for the Tax treatment of an item reported on the Tax Return or the Tax treatment of an item reported on the Tax Return should, in the opinion (reasonably acceptable in form and substance to the Responsible Company) of a Tax Advisor, subject the other Company (or its authorized representatives) to material penalties.

SECTION 4.07 Altisource Carrybacks and Claims for Refund. (a) Altisource hereby agrees that, unless OFC consents in writing, no Adjustment Request with respect to any Tax Return for the Pre-Closing Period shall be filed; provided, however, that upon the reasonable request of Altisource, OFC shall use reasonable best efforts to make, at Altisource's expense, an Adjustment Request claiming a refund of Taxes for the Pre-Closing Period with respect to a Altisource Carryback arising in a Post-Closing Period related to U.S. Federal or State Taxes (any such Adjustment Request to be prepared and filed by OFC) where, in OFC's reasonable discretion, such Adjustment Request will not materially impair the ability of OFC to use Tax Attributes. OFC shall not take any action that would impair the use of any Tax Attribute by a member of the Altisource Group without the prior written consent of Altisource.

(b) Altisource, upon the request of OFC, agrees to repay the amount paid over to Altisource (plus any penalties, interest or other charges imposed by the relevant Tax Authority) in the event OFC is required to repay such refund to such Tax Authority.

SECTION 4.08 Apportionment of Earnings and Profits and Tax Attributes. OFC shall in good faith advise Altisource in writing of the portion, if any, of any earnings and profits, Tax Attribute or other consolidated, combined or unitary attribute that OFC determines shall be allocated or apportioned to the Altisource Group under applicable law. Altisource and all members of the Altisource Group shall prepare all Tax Returns in accordance with such written notice. As soon as practicable after receipt of a written request from Altisource, OFC shall provide copies of any studies, reports and workpapers supporting such allocations and apportionments. In the event of a subsequent adjustment by the applicable Tax Authority to such allocations and apportionments, OFC shall promptly notify Altisource in writing of such adjustment. For the avoidance of doubt, OFC shall not be liable to any member of the Altisource Group for any failure of any determination under this Section 4.08 to be accurate under applicable Tax Law.

## ARTICLE V

### Tax Payments

SECTION 5.01 Payment of Taxes With Respect to Tax Returns Reflecting Taxes of the Other Company. In the case of any Tax Return reflecting Taxes allocated hereunder to the Company that is not the Responsible Company:

(a) Computation and Payment of Tax Due. At least 3 business days prior to any Payment Date for any Tax Return, the Responsible Company shall compute the amount of Tax required to be paid to the applicable Tax Authority (taking into account the requirements of Section 4.04 relating to consistent accounting practices) with respect to such Tax Return on such Payment Date. The Responsible Company shall pay such amount to such Tax Authority on or before such Payment Date (and provide notice and proof of payment to the other Company).

(b) Computation and Payment of Liability With Respect to Tax Due. Within 30 days following the earlier of (i) the due date (including extensions) for filing any such Tax Return (excluding any Tax Return with respect to payment of estimated Taxes or Taxes due with a request for extension of time to file) or (ii) the date on which such Tax Return is filed, if OFC is the Responsible Company, then Altisource shall pay to OFC the amount allocable to the Altisource Group under the provisions of Article II, and if Altisource is the Responsible Company, then OFC shall pay to Altisource the amount allocable to the OFC Group under the provisions of Article II, in each case, plus interest computed at the Base Rate on the amount of the payment based on the number of days from the earlier of (A) the due date of the Tax Return (including extensions) or (B) the date on which such Tax Return is filed to the date of payment.

(c) Adjustments Resulting in Underpayments. In the case of any adjustment pursuant to a Final Determination with respect to any such Tax Return, the Responsible Company shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Tax Return required to be paid as a result of such adjustment pursuant to a Final Determination. The Responsible Company shall compute the amount attributable to the Altisource Group in accordance with Article II and Altisource shall pay to OFC any amount due OFC (or OFC shall pay Altisource any amount due Altisource) under Article II within 30 days from the later of (i) the date the additional Tax was paid by the Responsible Company or (ii) the date of receipt of a written notice and demand from the Responsible Company for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 5.01(c) shall include interest computed at the Base Rate based on the number of days from the date the additional Tax was paid by the Responsible Company to the date of the payment under this Section 5.01(c).

SECTION 5.02 Indemnification Payments. All indemnification payments under this Agreement shall be made by OFC directly to Altisource and by Altisource directly to OFC; provided, however, that if the Companies mutually agree with respect to any such indemnification payment, any member of the OFC Group, on the one hand, may make such indemnification payment to any member of the Altisource Group, on the other hand, and vice versa.

## ARTICLE VI

### Tax Benefits

SECTION 6.01 Tax Refunds in General. Except as set forth below, OFC shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which OFC is liable hereunder, Altisource shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which Altisource is liable hereunder and a Company receiving a refund to which another Company is entitled hereunder shall pay over such refund to such other Company within 30 days after such refund is received (together with interest computed at the Base Rate based on the number of days from the date the refund was received to the date the refund was paid over).

SECTION 6.02 Timing Differences and Reverse Timing Differences. (a) If as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the OFC Group is liable hereunder (or Tax Attribute of a member of the OFC Group) a member of the Altisource Group could realize a current or future Tax Benefit that it could not realize but for such adjustment (determined on a with and without basis), or if as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the Altisource Group is liable hereunder (or Tax Attribute of a member of the Altisource Group) a member of the OFC Group could realize a current or future Tax Benefit that it could not realize but for such adjustment (determined on a with and without basis), Altisource or OFC, as the case may be, shall make a payment to either OFC or Altisource, as appropriate, within 30 days following the date of a written notice and demand from OFC or Altisource, as appropriate, for payment of the amount due, accompanied by evidence of such adjustment and describing in reasonable detail the particulars relating thereto. Any payment required under this Section 6.02(a) shall include interest on such payment computed at the Base Rate based on the number of days from the date of such written notice to the date of payment under this Section 6.02(a). In the event that OFC or Altisource disagrees with any such calculation described in this Section 6.02(a), OFC or Altisource shall so notify the other Company in writing within 30 days of receiving the written calculation set forth above in this Section 6.02(a). OFC and Altisource shall endeavor in good faith to resolve such disagreement.

(b) If a member of the Altisource Group actually realizes in cash pursuant to a Final Determination any Tax Detriment as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the OFC Group is liable hereunder (or Tax Attribute of a member of the OFC Group) (in such circumstance, OFC being the “Adjusted Party.”) and such Tax Detriment would not have arisen but for such adjustment (determined on a with and without basis), or if a member of the OFC Group actually realizes in cash pursuant to a Final Determination any Tax Detriment as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the Altisource Group is liable hereunder (or Tax Attribute of a member of the Altisource Group) (in such circumstance, Altisource being the “Adjusted Party.”) and such Tax Detriment would not have arisen but for such adjustment (determined on a with and without basis), the Adjusted Party shall make a payment to the other party within 30 days following the later of such actual realization of the Tax Detriment and the Adjusted Party’s actual realization of the corresponding Tax Benefit, in an amount equal to the lesser of such Tax Detriment actually realized in cash and the Tax Benefit, if any, actually realized in cash by the Adjusted Party pursuant to such adjustment (which would not have arisen but for such adjustment), plus interest on such amount computed at the Base Rate based on the number of days from the later of the date of such actual realization of the Tax Detriment and the Adjusted Party’s actual realization of the corresponding Tax Benefit to the date of payment of such amount under this Section 6.02(b). No later than 30 days after a Tax Detriment described in this Section 6.02(b) is actually realized in cash by a member of the OFC Group or a member of the Altisource Group, OFC (if a member of the OFC Group actually realizes such Tax Detriment) or Altisource (if a member of the Altisource Group actually realizes such Tax Detriment) shall provide the other Company with a written calculation of the amount payable pursuant to this Section 6.02(b). In the event that OFC or Altisource disagrees with any such calculation described in this Section 6.02(b), OFC or Altisource shall so notify the other Company in writing within 30 days of receiving the written calculation set forth above in this Section 6.02(b). OFC and Altisource shall endeavor in good faith to resolve such disagreement.

SECTION 6.03 Altisource Carrybacks. Altisource shall be entitled to any refund actually received in cash that is attributable to, and would not have arisen but for (determined on a with and without basis), an Altisource Carryback pursuant to the proviso set forth in Section 4.07, provided that the refund is a refund of Taxes for the Tax Period to which the Altisource Carryback is carried or the first or second immediately following Tax Periods. Any such payment of such refund made by OFC to Altisource pursuant to this Section 6.03 shall be recalculated in light of any Final Determination (or any other facts that may arise or come to light after such payment is made, such as a carryback or carryforward of a OFC Group Tax Attribute to a Tax Period in respect of which such refund is received) that would affect the amount to which Altisource is entitled, and an appropriate adjusting payment shall be made by Altisource to OFC such that the aggregate amounts paid pursuant to this Section 6.03 equals such recalculated amount (with interest computed at the Base Rate based on the number of days from the date of the actual receipt of such refund to the date of payment of such amount under this Section 6.03).

## ARTICLE VII

### Tax-Free Status

SECTION 7.01 Tax Opinions and Representation Letters. Each of Altisource and OFC hereby represents and agrees that (i) it has examined the Representation Letters prior to the date hereof and (ii) all information contained in such Representation Letters that concerns or relates to such Company or any member of its Group will be true, correct and complete.

SECTION 7.02 Restrictions on Altisource. (a) Altisource agrees that it will not take or fail to take, or permit any Altisource Affiliate to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any material, information, covenant or representation in any Representation Letters or Tax Opinions. Altisource agrees that it will not take or fail to take, or permit any Altisource Affiliate to take or fail to take, any action that prevents or could reasonably be expected to prevent (i) the Tax-Free Status or (ii) any transaction contemplated by the Separation Agreement that is intended by the parties to be tax-free from so qualifying, including issuing any Altisource Capital Stock that would prevent the Distribution from qualifying as a tax-free distribution within the meaning of Section 355 of the Code.

(b) Altisource agrees that, from the date hereof until the first day after the two-year anniversary of the Closing Date, it will (i) maintain its status as a company whose separate affiliated group, within the meaning of Section 355(b)(3) of the Code, is engaged in the Active Trade or Business and (ii) not engage in any transaction that would result in it ceasing to be a company whose separate affiliated group is so engaged in the Active Trade or Business.

(c) Altisource agrees that, from the date hereof until the first day after the two-year anniversary of the Closing Date, it will not (i) enter into any Proposed Acquisition Transaction or, to the extent Altisource has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur (whether by (A) redeeming rights under a shareholder rights plan, (B) finding a tender offer to be a “permitted offer” under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction or (C) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the DGCL or any similar corporate statute, any “fair price” or other provision of Altisource’s charter or bylaws or otherwise), (ii) merge or consolidate with any other Person or liquidate or partially liquidate, (iii) in a single transaction or series of transactions sell or transfer (other than sales or transfers of inventory in the ordinary course of business) 60% or more of the gross assets of the Active Trade or Business or 60% or more of the consolidated gross assets of Altisource and its Affiliates (such percentages to be measured based on fair market value as of the Closing Date), (iv) redeem or otherwise repurchase (directly or through a Altisource Affiliate) any Altisource Capital Stock, except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (v) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a shareholder vote or otherwise, affecting the relative voting rights of Altisource Capital Stock (including, without limitation, through the conversion of any Altisource Capital Stock into another class of Altisource Capital Stock) or (vi) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation made in the Representation Letters or the Tax Opinions) that in the aggregate (and taking into account any other transactions described in this subparagraph (c)) would be reasonably likely to have the effect of causing or permitting one or more persons (whether or not acting in concert) to acquire directly or indirectly stock representing a Fifty-Percent or Greater Interest in Altisource or otherwise jeopardize the Tax-Free Status, unless prior to taking any such action set forth in the foregoing clauses (i) through (vi), (A) Altisource shall have requested that OFC obtain a Ruling in accordance with Sections 7.02(e) and (f) to the effect that such transaction will not affect the Tax-Free Status and OFC shall have received such a supplemental Ruling in form and substance satisfactory to OFC in its sole and absolute discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status (and in determining whether such a Ruling is satisfactory, OFC may consider, among other factors, the appropriateness of any underlying assumptions and management’s representations made in connection with such Ruling), or (B) Altisource shall provide OFC with an Unqualified Tax Opinion in form and substance satisfactory to OFC in its sole and absolute discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status (and in determining whether an opinion is satisfactory, OFC may consider, among other factors, the appropriateness of any underlying assumptions and management’s representations if used as a basis for the opinion and OFC may determine that no opinion would be acceptable to OFC) or (C) OFC shall have waived the requirement to obtain such ruling or opinion.

(d) Certain Issuances of Altisource Capital Stock. If Altisource proposes to enter into any Section 7.02(d) Acquisition Transaction or, to the extent Altisource has the right to prohibit any Section 7.02(d) Acquisition Transaction, proposes to permit any Section 7.02(d) Acquisition Transaction to occur, in each case, during the period from the date hereof until the first day after the two-year anniversary of the Closing Date, Altisource shall provide OFC, no later than ten days following the signing of any written agreement with respect to the Section 7.02(d) Acquisition Transaction, with a written description of such transaction (including the type and amount of Altisource Capital Stock to be issued in such transaction) and a certificate of the Board of Directors of Altisource to the effect that the Section 7.02(d) Acquisition Transaction is not a Proposed Acquisition Transaction or any other transaction to which the requirements of Section 7.02(c) apply (a “Board Certificate”).



(e) Procedures Regarding Opinions and Rulings. If Altisource notifies OFC that it desires to take one of the actions described in clauses (i) through (vi) of Section 7.02(c) (a “Notified Action”), OFC and Altisource shall reasonably cooperate to attempt to obtain the ruling or opinion referred to in Section 7.02(c), unless OFC shall have waived the requirement to obtain such ruling or opinion.

(f) Rulings or Unqualified Tax Opinions at Altisource’s Request. OFC agrees that at the reasonable request of Altisource pursuant to Section 7.02(c) OFC shall cooperate with Altisource and use reasonable best efforts to seek to obtain, as expeditiously as possible, a Ruling or an Unqualified Tax Opinion for the purpose of permitting Altisource to take the Notified Action. In no event shall OFC be required to file any request for a Ruling under this Section 7.03(f) unless Altisource represents that (A) it has read the request for the Ruling and (B) all information and representations, if any, relating to any member of the Altisource Group contained in the request for the Ruling are (subject to any qualifications therein) true, correct and complete. Altisource shall reimburse OFC for all reasonable costs and expenses incurred by the OFC Group in obtaining a Ruling or Unqualified Tax Opinion requested by Altisource within 10 business days after receiving an invoice from OFC therefor.

(g) Rulings or Unqualified Tax Opinions at OFC’s Request. OFC shall have the right to obtain a supplemental Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If OFC determines to obtain a supplemental Ruling or an Unqualified Tax Opinion, Altisource shall (and shall cause each Affiliate of Altisource to) cooperate with OFC and take any and all actions reasonably requested by OFC in connection with obtaining the Ruling or Unqualified Tax Opinion (including, without limitation, by making any representation or reasonable covenant or providing any materials or information requested by the IRS or Tax Advisor; provided that Altisource shall not be required to make (or cause any Affiliate of Altisource to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control). OFC and Altisource shall each bear its own costs and expenses in obtaining a Ruling or an Unqualified Tax Opinion requested by OFC.

(h) Altisource hereby agrees that OFC shall have sole and exclusive control over the process of obtaining any Ruling, and that only OFC shall apply for a Ruling. In connection with obtaining a Ruling pursuant to Section 7.02(c), (A) OFC shall keep Altisource informed in a timely manner of all material actions taken or proposed to be taken by OFC in connection therewith; (B) OFC shall (1) reasonably in advance of the submission of a request for a Ruling provide Altisource with a draft copy thereof, (2) reasonably consider Altisource’s comments on such draft copy and (3) provide Altisource with a final copy; and (C) OFC shall provide Altisource with notice reasonably in advance of, and Altisource shall have the right to attend, any formally scheduled meetings with the IRS (subject to the approval of the IRS) that relate to such Ruling. Neither Altisource nor any Altisource Affiliate shall seek any guidance from the IRS or any other Tax Authority (whether written, verbal or otherwise) at any time concerning the Transactions (including the impact of any transaction on the Transactions).

SECTION 7.03 Liability for Tax-Related Losses. (a) Notwithstanding anything in this Agreement or the Separation Agreement to the contrary, Altisource shall be responsible for, and shall indemnify and hold harmless OFC and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to or result from any one or more of the following: (A) the acquisition of all or a portion of the stock or assets of any member of the Altisource Group by any means whatsoever by any Person, (B) any negotiations, understandings, agreements or arrangements by Altisource with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly stock of Altisource representing a Fifty-Percent or Greater Interest therein, (C) any action or failure to act by Altisource after the Distribution (including, without limitation, any amendment to Altisource's certificate of incorporation (or other organizational documents), whether through a shareholder vote or otherwise) affecting the relative voting rights of any class of Altisource Capital Stock (including, without limitation, through the conversion of any class of Altisource Capital Stock into another class of Altisource Capital Stock), (D) any act or failure to act by Altisource or any Altisource Affiliate described in Section 7.02 (regardless whether such act or failure to act is covered by a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 7.02(c) or a Board Certificate described in Section 7.02(d)) or (E) any breach by Altisource of its agreement and representation set forth in Section 7.01.

(b) For purposes of calculating the amount and timing of any Tax-Related Loss for which Altisource is responsible under this Section 7.03, Tax-Related Losses shall be calculated by assuming that OFC, the OFC Affiliated Group and each member of the OFC Group (i) pay Tax at the highest marginal corporate Tax rates in effect in each relevant taxable year and (ii) have no Tax Attributes in any relevant taxable year.

(c) Altisource shall pay OFC the amount of any Tax-Related Losses for which Altisource is responsible under this Section 7.03: (A) in the case of Tax-Related Losses described in clause (i) of the definition of Tax-Related Losses no later than 2 business days prior to the date OFC files, or causes to be filed, the applicable Tax Return for the year of the Distribution (the "Filing Date") (provided that if such Tax-Related Losses arise pursuant to a Final Determination described in clause (a), (b) or (c) of the definition of "Final Determination", then Altisource shall pay OFC no later than 2 business days after the date of such Final Determination with interest calculated at the Base Rate, from the date that is 2 business days prior to the Filing Date through the date of such Final Determination) and (B) in the case of Tax-Related Losses described in clause (ii) or (iii) of the definition of Tax-Related Losses, no later than 2 business days after the date OFC pays such Tax-Related Losses.

## ARTICLE VIII

### Assistance and Cooperation

SECTION 8.01 Assistance and Cooperation. (a) After the Distribution, the Companies shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Companies and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to the other Company and its Affiliates available to such other Company as provided in Article IX. Each of the Companies shall also make available to the other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Companies or their respective Affiliates) responsible for preparing, maintaining and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes.

(b) Any information or documents provided under this Article VIII shall be kept confidential by the Company receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes.

SECTION 8.02 Income Tax Return Information. Altisource and OFC acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by OFC or Altisource pursuant to Section 8.01 or this Section 8.02. Altisource and OFC acknowledge that failure to conform to the deadlines set forth herein or reasonable deadlines otherwise set by OFC or Altisource could cause irreparable harm.

(a) Each Company shall provide to the other Company information and documents relating to its Group required by the other Company to prepare Tax Returns. Any information or documents the Responsible Company requires to prepare such Tax Returns shall be provided in such form as the Responsible Company reasonably requests and in sufficient time for the Responsible Company to file such Tax Returns on a timely basis.

(b) In the event that a party fails to provide any information requested by the other party pursuant to Section 8.01 or this Section 8.02, within the deadlines as set forth herein, a party shall have the right to engage a nationally recognized public accounting firm of its choice (the “Accountant”), in its sole and absolute discretion, to gather such information directly from the other party. The parties agree, and will cause all other members of their Group to agree, upon 10 business days’ notice, in the case of a failure to provide information pursuant to Section 8.01 or this Section 8.02, to permit any such Accountant full access to all records or other information requested by such Accountant during reasonable business hours. Such other party agrees promptly pay all reasonable costs and expenses incurred by the requesting party in connection with the engagement of such Accountant.

SECTION 8.03 Reliance. If any member of one Group (the “Supplier Group”) supplies information to a member of the other Group (the “Signing Group”) in connection with a Tax liability and an officer of a member of the Signing Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Signing Group identifying the information being so relied upon, the chief financial officer of the Supplier Group (or any officer of the Supplier Group as designated by the chief financial officer of the Supplier Group) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. The Company that is a member of the Supplier Group agrees to indemnify and hold harmless each member of the Signing Group and its directors, officers and employees from and against any fine, penalty or other cost or expense of any kind attributable to a member of the Supplier Group having supplied, pursuant to this Article VIII, a member of the Signing Group with inaccurate or incomplete information in connection with a Tax liability.

## ARTICLE IX

### Tax Records

SECTION 9.01 Retention of Tax Records. Each Company shall preserve and keep all Tax Records exclusively relating to the assets and activities of its Group for Pre-Closing Periods (and the portion, ending on the Closing Date, of any Tax Period that includes but does not end on the Closing Date), and OFC shall preserve and keep all other Tax Records relating to Taxes of the Groups for Pre-Closing Periods until the later of (i) the expiration of any applicable statutes of limitation, and (ii) 7 years after the Closing Date. After such earlier date, each Company may dispose of such records upon 90 days' prior written notice to the other Company. If, prior to the expiration of the applicable statute of limitation or such seven-year period, a Company reasonably determines that any Tax Records that it would otherwise be required to preserve and keep under this Article IX are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Company agrees, then such first Company may dispose of such records upon 90 days' prior notice to the other Company. Any notice of an intent to dispose given pursuant to this Section 9.01 shall include a list of the records to be disposed of describing in reasonable detail each file, book or other record accumulation being disposed. The notified Company shall have the opportunity, at its cost and expense, to copy or remove, within such 90-day period, all or any part of such Tax Records.

SECTION 9.02 Access to Tax Records. The Companies and their respective Affiliates shall make available to each other for inspection and copying (or delivery, at the requesting party's expense) during normal business hours upon reasonable notice all Tax Records in their possession to the extent reasonably required by the other Company in connection with the preparation of Tax Returns, audits, litigation or the resolution of items under this Agreement.

## ARTICLE X

### Tax Contests

SECTION 10.01 Notice. Each of the parties shall provide prompt notice to the other party of any written communication from a Tax Authority regarding any pending or threatened Tax audit, assessment or proceeding or other Tax Contest of which it becomes aware related to Taxes for Tax Periods for which it is indemnified by the other party hereunder. Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters.

SECTION 10.02 Control of Tax Contests. (a) OFC Returns. In the case of any Tax Contest with respect to any (i) OFC Federal Consolidated Income Tax Return, (ii) OFC State Combined Income Tax Return, (iii) any other Joint Return or (iv) any OFC Separate Return, OFC shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of Tax liability arising from such Tax Contest. OFC shall keep Altisource informed in a timely manner regarding such Tax Contests to the extent relating to the Altisource Business, the Altisource Group or the assets transferred to Altisource pursuant to the Transactions insofar as such Tax Contests would reasonably be expected to affect the Altisource Group.

(b) Altisource Separate Returns. In the case of any Tax Contest with respect to an Altisource Separate Return, Altisource shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of Tax liability arising from such Tax Contest.

(c) Distribution-Related Proceedings. In the event of any Distribution-Related Proceeding as a result of which Altisource could reasonably be expected to become liable for any Tax-Related Losses that OFC is entitled to control under this Article 10, (A) OFC shall consult with Altisource reasonably in advance of taking any significant action in connection with such Distribution-Related Proceeding, (B) OFC shall consult with Altisource and offer Altisource a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Distribution-Related Proceeding, (C) OFC shall defend such Distribution-Related Proceeding diligently and in good faith and (D) OFC shall provide Altisource copies of any written materials relating to such Distribution-Related Proceeding received from the relevant Tax Authority.

#### ARTICLE XI

##### Effective Date; Termination of Prior Intercompany Tax Allocation Agreements

This Agreement shall be effective as of the date hereof. As of the date hereof, all prior intercompany Tax allocation agreements or arrangements relating to one or more members of the OFC Group, on the one hand, and one or more members of the Altisource Group, on the other hand, shall be terminated, and no member of any Group shall have any right or obligation in respect of any member of the other Group thereunder.

#### ARTICLE XII

##### Survival of Obligations

The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

Treatment of Payments; Tax Gross Up

SECTION 13.01 Treatment of Tax Indemnity and Tax Benefit Payments. In the absence of any change in Tax treatment under the Code or other applicable Tax Law:

(a) any Tax indemnity payments made by a Company under Article V shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the regulations thereunder or Treasury Regulation Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability, and

(b) any Tax Benefit payments made by a Company under Article VI, shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the regulations thereunder or Treasury Regulation Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability.

SECTION 13.02 Tax Gross Up. If, notwithstanding the manner in which Tax indemnity payments and Tax Benefit payments were reported, there is an adjustment to the Tax liability of a Company as a result of its receipt of a payment pursuant to this Agreement, such payment shall be appropriately adjusted so that the amount of such payment, reduced by the amount of all income Taxes payable with respect to the receipt thereof (but taking into account all correlative Tax Benefits resulting from the payment of such income Taxes), shall equal the amount of the payment that the Company receiving such payment would otherwise be entitled to receive pursuant to this Agreement.

SECTION 13.03 Interest under This Agreement. Anything herein to the contrary notwithstanding, to the extent one Company ("Indemnitor") makes a payment of interest to another Company ("Indemnitee") under this Agreement with respect to the period from the date that the Indemnitee made a payment of Tax to a Tax Authority to the date that the Indemnitor reimbursed the Indemnitee for such Tax payment, the interest payment shall be treated as interest expense to the Indemnitor (deductible to the extent provided by law) and as interest income by the Indemnitee (includible in income to the extent provided by law). The amount of the payment shall not be adjusted under Section 13.02 to take into account any associated Tax Benefit to the Indemnitor or Tax Detriment to the Indemnitee.

#### ARTICLE XIV

##### Disagreements

The Companies mutually desire that collaboration will continue between them. Accordingly, they will try, and they will cause their respective Group members to try, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (other than a High-Level Dispute) (a “Tax Arbitrator Dispute”) between the Companies as to the interpretation of any provision of this Agreement or the performance of obligations hereunder, the Tax departments of the Companies shall negotiate in good faith to resolve the Tax Arbitrator Dispute. If such good faith negotiations do not resolve the Tax Arbitrator Dispute, then the matter, upon written request of either Company, will be referred to a tax lawyer or accountant acceptable to each of the Companies (the “Tax Arbitrator”). The Tax Arbitrator may, in its discretion, obtain the services of any third-party appraiser, accounting firm or consultant that the Tax Arbitrator deems necessary to assist it in resolving such disagreement. The Tax Arbitrator shall furnish written notice to the Companies of its resolution of any such Tax Arbitrator Dispute as soon as practical, but in any event no later than 45 days after its acceptance of the matter for resolution. Any such resolution by the Tax Arbitrator will be conclusive and binding on the Companies. Following receipt of the Tax Arbitrator’s written notice to the Companies of its resolution of the Tax Arbitrator Dispute, the Companies shall each take or cause to be taken any action necessary to implement such resolution of the Tax Arbitrator. In accordance with Article XVI, each Company shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the matter to the Tax Arbitrator. All fees and expenses of the Tax Arbitrator in connection with such referral shall be shared equally by the Companies. Any High-Level Dispute shall be resolved pursuant to the procedures set forth in Article VII of the Separation Agreement. Nothing in this Article XIV will prevent either Company from seeking injunctive relief if any delay resulting from the efforts to resolve the Tax Arbitrator Dispute through the Tax Arbitrator (or any delay resulting from the efforts to resolve any High-Level Dispute through the procedures set forth in Article VII of the Separation Agreement) could result in serious and irreparable injury to either Company.

#### ARTICLE XV

##### Late Payments

Any amount owed by one party to another party under this Agreement that is not paid when due shall bear interest at three (3) month London Interbank Offer Rate (LIBOR), compounded semiannually, from the due date of the payment to the date paid. To the extent interest required to be paid under this Article XV duplicates interest required to be paid under any other provision of this Agreement, interest shall be computed at the higher of the interest rate provided under this Article XV or the interest rate provided under such other provision.

#### ARTICLE XVI

##### Expenses

Except as otherwise provided in this Agreement, each party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

General Provisions

SECTION 17.01 Addresses and Notices. 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 or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to OFC, to:

Ocwen Financial Corporation  
1661 Worthington Road  
West Palm Beach, Florida 33409  
Attn: Corporate Secretary  
Fax No.: (561) 471-4264

If to Altisource to:

Altisource Solutions S.à r.l.  
2-8 Avenue Charles de Gaulle  
L-1653 Luxembourg  
Attn: Corporate Secretary  
Fax No.: 352-2744-9499

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

SECTION 17.02 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

SECTION 17.03 Waiver. 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.

SECTION 17.04 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 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.



SECTION 17.05 Authority. Each of the parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

SECTION 17.06 Further Action. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other parties and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other parties in accordance with Article X.

SECTION 17.07 Integration. This Agreement, together with each of the exhibits and schedules appended hereto, constitutes the final agreement between the parties, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement, as applicable. In the event of any inconsistency between this Agreement and the Separation Agreement, or any other agreements relating to the transactions contemplated by the Separation Agreement, with respect to matters addressed herein, the provisions of this Agreement shall control.

SECTION 17.08 Construction. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any party. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. Unless otherwise indicated, all "Section" and "Article" references in this Agreement are to sections and articles of this Agreement.

SECTION 17.09 No Double Recovery. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged party has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity. Unless expressly required in this Agreement, a party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

SECTION 17.10 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. The signatures of both parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

SECTION 17.11 Governing Law. This Agreement and, unless expressly provided therein, each Ancillary 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 (other than with respect to the corporate action of the OFC board of directors attendant to the declaration and payment of the dividend of the Altisource Common Shares, which shall be governed by the law of the State of Florida.)

SECTION 17.12 Jurisdiction. Any action or proceeding arising out of or relating to this Agreement or any Ancillary 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 or thereto 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 or any Ancillary Agreement in any other court. The parties to this Agreement or any Ancillary 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 may be served on any party to this Agreement or any Ancillary Agreement anywhere in the world.

SECTION 17.13 Amendment. 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.

SECTION 17.14 Altisource Subsidiaries. If, at any time, Altisource or OFC, respectively, acquires or creates one or more subsidiaries that are includable in the Altisource Group or the OFC Group, respectively, they shall be subject to this Agreement and all references to the Altisource Group or OFC Group, respectively, herein shall thereafter include a reference to such subsidiaries.

SECTION 17.15 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to any of the parties hereto (including but not limited to any successor of OFC or Altisource succeeding to the Tax Attributes of either under Section 381 of the Code), to the same extent as if such successor had been an original party to this Agreement.

SECTION 17.16 Injunctions. The parties acknowledge that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. The parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which they may be entitled at law or in equity.

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

OCWEN FINANCIAL CORPORATION

By /s/ Ronald M. Faris  
Name: Ronald M. Faris  
Title: President

ALTISOURCE SOLUTIONS S.À R.L.

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

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**TRANSITION SERVICES AGREEMENT**, dated as of August 10, 2009, between OCWEN FINANCIAL CORPORATION, a Florida corporation (“OCWEN” or together with its Affiliates “OCWEN Group”), and ALTISOURCE SOLUTIONS S.à r.l., a public limited liability company organized under the laws of the Grand Duchy of Luxembourg and an indirect, wholly-owned subsidiary of OCWEN (“ALTISOURCE” or together with its Affiliates “ALTISOURCE Group”).

#### RECITALS

WHEREAS, OCWEN and Altisource Portfolio Solutions S.A. (formerly known as Altisource Portfolio Solutions S.à r.l., formerly known as Ocwen Luxembourg S.à r.l.), the sole parent of ALTISOURCE (“ALTISOURCE Parent”), are parties to a Separation Agreement dated as of August 10, 2009 (the “Separation Agreement”), pursuant to which OCWEN will (i) contribute to ALTISOURCE Parent the Altisource Business (as defined in the Separation Agreement) and (ii) distribute (the “Distribution”) to the holders of shares of OCWEN’s outstanding capital stock all of the outstanding capital stock of ALTISOURCE Parent;

WHEREAS, following the Distribution, ALTISOURCE Parent will operate the Altisource Business, and OCWEN will operate the OCWEN Business (as defined in the Separation Agreement); and

WHEREAS, following the Distribution, (i) ALTISOURCE desires to receive, and OCWEN is willing to provide, or cause to be provided, certain transition services in connection with the Altisource Business and (ii) OCWEN desires to receive, and ALTISOURCE is willing to provide, or cause to be provided, certain transition services in connection with the OCWEN Business, in each case for a limited period of time and 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.

- (a) Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Separation Agreement.
- (b) For the purposes of this Agreement, the following terms shall have the following meanings:

“Affiliate” means with respect to any Person (a “Principal”) (a) any directly or indirectly wholly-owned subsidiary of such Principal, (b) any Person that directly or indirectly owns 100% of the voting stock of such Principal or (c) a Person that controls, is controlled by or is under common control with such Principal. 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 Principal and does not otherwise constitute an Affiliate (a “Partially-Owned Person”), such Partially-Owned Person shall be considered an Affiliate of such Principal for purposes of this Agreement if such Principal can, after making a good faith effort to do so, legally bind such Partially-Owned Person to this Agreement.

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

“Fully Allocated Cost” means, with respect to provision of a Service, the all-in cost of the Providing Party’s provision of such Service, including a share of direct charges of the function providing such Service, and including allocable amounts to reflect compensation and benefits, technology expenses, occupancy and equipment expense, and third-party payments incurred in connection with the provision of such Service, but shall not include any Taxes payable as a result of performance of such Service.

“OCWEN-Provided Services” means the services set forth on Schedule I and the SOWs related thereto.

“ALTISOURCE-Provided Services” means the services set forth on Schedule II and the SOWs related thereto.

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

“Receiving Party” means a party in its capacity of receiving a Service hereunder.

“Services” means, as the context requires, the OCWEN-Provided Services and the ALTISOURCE-Provided Services, collectively or either of the OCWEN-Provided Services or the ALTISOURCE-Provided Services.

“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, but has been agreed to be provided pursuant to the terms of this Agreement except as otherwise set forth in such SOW.

2. Provision of Services.

(a) *Generally.* Subject to the terms and conditions of this Agreement, (i) OCWEN shall provide, or cause to be provided, to ALTISOURCE and the ALTISOURCE Group, solely for the benefit of the Altisource Business in the ordinary course of business, the OCWEN-Provided Services, and (ii) ALTISOURCE shall provide, or cause to be provided, to OCWEN and the OCWEN Group, solely for the benefit of the OCWEN Business in the ordinary course of business, the ALTISOURCE-Provided Services, in each case for periods commencing on the Distribution Date through the respective period specified in Schedule I or Schedule II (the “Service Period”), unless such period is earlier terminated in accordance with Section 5.

(b) *Statements of Work.* In addition to the services provided as set forth on Schedule I and Schedule II, 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 transition services to be performed hereunder. Any SOW shall be agreed to by each party, shall be in writing and (I) shall contain: (i) the identity of each of the Providing Party and the Receiving 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) the amount, schedule and method of compensation for provision of such Service, which shall reflect the Fully Allocated Cost of such Service; and (II) may contain (i) the Receiving Party’s standard operating procedures for receipt of services similar to such Service, including operations, compliance requirements and related training schedules; (ii) information technology support requirements of the Receiving Party with respect to such Service; and (iii) training and support commitments with respect to such Service. 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. No Receiving 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 Receiving Party and its Affiliates directly in connection with the conduct of the Receiving Party's respective business in the ordinary course of business.

(d) Notwithstanding anything to the contrary in this Section 2 (but subject to the second succeeding sentence), 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.

(e) Each of OCWEN and ALTISOURCE acknowledges that the purpose of this Agreement is to enable it to receive the applicable Services on an interim basis. Accordingly, at all times from and after the Distribution Date, each of OCWEN and the OCWEN Group, on the one hand, and ALTISOURCE and the ALTISOURCE Group, on the other hand, shall use commercially reasonable efforts to make or obtain, or cause to be made or obtained, any filings, registrations, approvals, permits or licenses; implement, or cause to be implemented, any systems; purchase, or cause to be purchased, any equipment; and take, or cause to be taken, any and all other actions, in each case necessary or advisable to enable it to provide for the Services for itself as soon as reasonably practical, and in any event prior to the expiration of the relevant Service Periods. For the avoidance of doubt, no Providing Party shall be required to provide any Service for a period longer than the applicable Service Period.

3. Standard of Performance.

(a) The Providing Party shall use commercially reasonable efforts to provide, or cause to be provided, to the Receiving Party and the Receiving Party's Group, each Service in a manner generally consistent with the manner and level of care with which such Service was provided to the Altisource Business or the OCWEN Business, as applicable, immediately prior to the Distribution Date (or, with respect to any Service not provided prior to the Distribution Date, generally consistent with the manner and level of care with which such Service is performed by the Providing Party for its own behalf) (the "Performance Standard"), unless otherwise specified in this Agreement. Notwithstanding the foregoing, no Providing Party shall have any obligation hereunder to provide to any Receiving Party (i) any improvements, upgrades, updates, substitutions, modifications or enhancements to any of the Services unless otherwise specified in Schedule I or Schedule II, as applicable, or (ii) any Service to the extent that the need for such Service arises, directly or indirectly, from the acquisition by the Receiving Party or any member of its Group, outside the ordinary course of business, of any assets of, or any equity interest in, any Person. The Receiving 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, and, accordingly, the Providing Party reserves the right to modify any of the Services or the manner in which any of the Services are provided in the ordinary course of business; provided, however, that no such modification shall materially diminish the Services or have a materially adverse effect on the business of the Receiving Party.

(b) The Providing Party will use commercially reasonable efforts not to establish priorities, as between the Providing Party and its Affiliates, on the one hand, and the Receiving Party and its Affiliates, on the other hand, as to the provision of any Service, and will use commercially reasonable efforts to provide the Services within a time frame so as not to materially disrupt the business of the Receiving Party. Notwithstanding the foregoing, the Receiving Party acknowledges and agrees that, due to the transitional nature of the Services, the Providing Party shall have the right to establish reasonable priorities as between the Providing Party and its Affiliates, on the one hand, and the Receiving Party and its Affiliates, on the other hand, as to the provision of any Service if the Providing Party determines that such priorities are necessary to avoid any adverse effect to the Providing Party and its Affiliates. If any such priorities are established, the Providing Party shall advise the Receiving Party as soon as possible of any Services that will be delayed as a result of such prioritization, and will use commercially reasonable efforts to minimize the duration and impact of such delays.

4. Fees for Services.

(a) As compensation for a particular Service, the Receiving Party agrees to pay to the Providing Party the Fully Allocated Cost of providing the Services in accordance with this Agreement or, with respect to any SOW, the amount set forth therein.

(b) The Providing Party shall submit statements of account to the Receiving Party on a monthly basis with respect to all amounts payable by the Receiving Party to the Providing Party hereunder (the “Invoiced Amount”), setting out the Services provided, and the amount billed to the Receiving Party as a result of providing such Services (together with, in arrears, any Commingled Invoice Statement (as defined below) and any other invoices for Services provided by third parties, in each case setting out the Services provided by the applicable third parties). The Receiving 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 30 days of the date of delivery to the Receiving Party of the applicable statement of account; provided, that, in the event of any dispute as to an Invoiced Amount, the Receiving 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.

(c) The Providing Party may engage third-party contractors, at a reasonable cost, to perform any of the Services, to provide professional services related to any of the Services, or to provide any secretarial, administrative, telephone, e-mail or other services necessary or ancillary to the Services (collectively, the “Ancillary Services”) (all of which may be contracted for separately by the Providing Party on behalf of the Receiving Party) after giving notice to the Receiving Party, reasonably in advance of the commencement of such Services and Ancillary Services to be so provided by such contractors, of the identity of such contractors, each Service and Ancillary Service to be provided by such contractors and a good faith estimate of the cost (or formula for determining the cost) of the Services and Ancillary Services to be so provided by such contractors. The Receiving Party may, in its sole discretion, decline to accept any such Services or Ancillary Services to be provided by any such contractors by giving prompt written notice to the Providing Party, provided that, if the Receiving Party so declines any Service or Ancillary Service from any such contractors, then thereafter, notwithstanding anything in this Agreement to the contrary, the Providing Party shall be excused from any obligation to provide such Service or Ancillary Service.

(d) The Providing Party may cause any third party to which amounts are payable by or for the account of the Receiving Party in connection with Services or Ancillary Services to issue a separate invoice to the Receiving Party for such amounts. The Receiving Party shall pay or cause to be paid any such separate third party invoice in accordance with the payment terms thereof. Any third party invoices that aggregate Services or Ancillary Services for the benefit of the Receiving Party and its Group, on the one hand, with services not for the benefit of Receiving Party and its Group, on the other hand (each, a “Commingled Invoice”), shall be separated by the Providing Party. The Providing Party shall prepare a statement indicating that portion of the invoiced amount of such Commingled Invoice that is attributable to Services or the Ancillary Services rendered for the benefit of Receiving Party and its Group (the “Commingled Invoice Statement”). The Providing Party shall deliver such Commingled Invoice Statement and a copy of the Commingled Invoice to Receiving Party. The Receiving Party shall, within 30 days after the date of delivery to the Receiving Party of such Commingled Invoice Statement, pay or cause to be paid the amount set forth on such Commingled Invoice Statement to the third party, and shall deliver evidence of such payment to the Providing Party. The Providing Party shall not be required to use its own funds for payments to any third party providing any of the Services or Ancillary Services or to satisfy any payment obligation of the Receiving Party or any of its Affiliates to any third party provider; provided, however, that in the event the Providing Party does use its own funds for any such payments to any third party, the Receiving Party shall reimburse the Providing Party for such payments as invoiced by the Providing Party within 30 days following the date of delivery of such invoice from the Providing Party.

(e) The Providing Party may, in its discretion and without any liability, suspend any performance under this Agreement upon failure of the Receiving Party to make timely any payments required under this Agreement beyond the applicable cure date specified in Section 5(b)(8) of this Agreement.



(f) In the event that the Receiving Party does not make any payment required under the provisions of this Agreement to the Providing Party when due in accordance with the terms hereof, the Providing Party may, at its option, charge the Receiving 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 Receiving Party shall reimburse the Providing Party for all costs of collection of overdue amounts, including any reimbursement required under Section 4(d) and any reasonable attorneys' fees.

(g) The Receiving Party acknowledges and agrees that it shall be responsible for any interest or other amounts in respect of any portion of any Commingled Invoice that the Receiving Party is required to pay pursuant to any Commingled Invoice Statement.

5. Term; Termination.

(a) *Term.* The term of this Agreement shall commence on the Distribution Date and shall continue in full force and effect until the end of the latest Service Period or the earlier date upon which this Agreement has been otherwise terminated in accordance with the terms hereof.

(b) *Termination.* During the term of this Agreement, this Agreement (or, with respect to items (1), (3), (4), (5), (7) and (8) below, the particular SOW only) may be terminated:

- (1) by a Receiving Party, if the Receiving Party is prohibited by law from receiving such Services from the Providing Party;
- (2) by a Receiving Party, 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 30<sup>th</sup> day from the Receiving Party's giving of written notice of such breach to the Providing Party;
- (3) by a Receiving Party, 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 30<sup>th</sup> day from the Receiving Party's giving of written notice of such failure to the Providing Party;
- (4) by a Receiving Party, 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 30<sup>th</sup> day from the Receiving Party's giving of written notice of such citation to the Providing Party;

- (5) by a Receiving Party, if the Providing Party fails to meet any Performance Standard for a period of three consecutive months, which failure cannot be or has not been cured by the 30<sup>th</sup> day from the Receiving Party's giving of written notice of such failure to the Providing Party;
- (6) by either party, if the other 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 60 days thereof such party fails to secure a dismissal thereof or (C) makes any assignment for the benefit of creditors;
- (7) by a Receiving Party, in the event of any material infringement of such Receiving Party's Intellectual Property (as defined in the Intellectual Property Agreement) by the Providing Party, which infringement cannot be or has not been cured by the 30<sup>th</sup> day from the Receiving Party's giving of written notice of such event to the Providing Party;
- (8) by a Providing Party, if the Receiving Party fails to make any payment for any portion of Services the payment of which is not being disputed in good faith by the Receiving Party, which payment remains unpaid by the 30<sup>th</sup> day from the Providing Party's giving of written notice of such failure to the Receiving Party; and
- (9) by a Receiving Party, upon 60 days prior notice to the Providing Party, if the Receiving Party has determined to perform the respective Service or SOW on its own behalf.

(c) Upon the early termination of any Service pursuant to Section 5(b)(9) 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 Receiving Party shall be obligated to reimburse the Providing Party for any reasonable out-of-pocket expenses or costs attributable to such termination.

(d) 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.

(e) Notwithstanding any provision herein to the contrary, Sections 4, 6 and 9 through 17 of this Agreement shall survive the termination of this Agreement.

6. Miscellaneous. Except as otherwise expressly set forth in this Agreement, the provisions in Article X of the Separation Agreement (which Article X addresses counterparts, entire agreement, corporate power, governing law, third party beneficiaries, notices, severability, expenses, headings, survival of covenants, waivers of default, specific performance, amendments, interpretation, jurisdiction and service of process) other than the provisions thereof relating to assignability and publicity, shall apply *mutatis mutandis* to this Agreement.

7. Intellectual Property. Subject to the terms of the Intellectual Property Agreement, the Receiving Party grants to the Providing Party and its Affiliates a limited, non-exclusive, fully paid-up, nontransferable, revocable license, without the right to sublicense, for the term of this Agreement to use all intellectual property owned by or, to the extent permitted by the applicable license, licensed to the Receiving Party solely to the extent necessary for the Providing Party to perform its obligations hereunder.

8. Cooperation; Access.

(a) The Receiving 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 Receiving Party and upon reasonable prior request, to the premises of the Receiving Party and its Group and such data, books, records and personnel designated by the Receiving 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 Receiving Party, upon reasonable prior written notice, such documentation relating to the provision of the Services as the Receiving Party may reasonably request for the purposes of confirming any Invoiced Amount or other amount payable pursuant to any Commingled Invoice Statement or otherwise 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 9 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 Ronald M. Faris 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.

9. Confidentiality. This Agreement and the information provided to each party hereunder shall be subject to the confidentiality provisions set forth in Sections 6.07 and 6.08 of the Separation Agreement.

10. Dispute Resolution. All disputes, controversies and claims directly or indirectly arising out of or in relation to this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement shall be finally, exclusively and conclusively settled in accordance with the provisions of Article VII of the Separation Agreement, which shall apply *mutatis mutandis* to this Agreement.

11. Warranties; Limitation of Liability; Indemnity.

(a) The Receiving Party acknowledges that the Providing Party is not engaged in the business of providing services of the type being provided hereunder and that the Services and Ancillary Services to be provided by the Providing Party to the Receiving Party and the Receiving Party’s Group are being provided as an accommodation to the Receiving Party and the Receiving Party’s Group in connection with the transactions contemplated by the Separation Agreement. All Services and Ancillary Services are provided “as is”.

(b) Other than the statements expressly made by the Providing Party in this Agreement, the Providing Party makes no representation or warranty, express or implied, with respect to the Services and Ancillary Services and, except as provided in Subsection (c) of this Section 11, the Receiving 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 Receiving Party against the Providing Party, express or implied, arising by law or otherwise, with respect to any nonconformance, error, omission or defect in any of the Services or Ancillary Services, including (i) any implied warranty of merchantability or fitness for a particular purpose, (ii) any implied warranty of non-infringement or 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.

(c) 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 Receiving Party or the Receiving 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.

(d) In no event shall the aggregate amount of all such damages or losses for which the Providing Party may be liable under this Agreement exceed the aggregate total sum received by the Providing Party for the Services; provided, that, no such cap shall apply to liability for damages or losses arising from or relating to breaches of Section 9 (relating to confidentiality), infringement of Intellectual Property or fraud or criminal acts. Except as provided in Subsection (c) of this Section 11, 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.

(e) 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 Receiving Party or any of the Receiving 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 Receiving Party or any of the Receiving Party's Affiliates.

(f) 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 Ancillary 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 Subsection (f) 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 Receiving Party's Group for any incidental, consequential, indirect, special or punitive damages.

(g) The Receiving 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 or Ancillary 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.

(h) Neither party hereto may bring an action against the other under this Agreement (whether for breach of contract, negligence or otherwise) more than six months after that party becomes aware of the cause of action, claim or event giving rise to the cause of action or claim or one year after the termination of this Agreement, whichever is shorter.

12. Taxes. 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 12, be paid by the Receiving 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 Receiving 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 Receiving Party in the form and manner required by applicable law to allow the Receiving Party to recover such tax to the extent allowable under such law. Additionally, if the Providing Party is required to pay 'gross-up' on withholding taxes with respect to provision of the Services, such taxes shall be billed separately as provided above and shall be owing and payable by the Receiving Party. Any applicable property taxes resulting from provision of the Services shall be payable by the party owing or leasing the asset subject to such tax.

13. 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.

14. 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 14 shall be void and shall constitute a material breach of this Agreement.

15. 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 in Section 4(d), 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.

16. 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 the public enemy, acts of terrorism, riots or other events that arise from circumstances beyond the reasonable control of that party. During the pendency of such intervening 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.

17. 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.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Transition Services Agreement 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

ALTISOURCE SOLUTIONS S.À R.L.

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

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**SCHEDULE I****OCWEN-PROVIDED SERVICES**

Services Provided	Service Period (months)	Service Fee
<b>FINANCE AND ACCOUNTING</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>· Corporate Accounting</li><li>· Accounts Payables</li><li>· Accounts Receivables</li><li>· Corporate Secretary Support</li><li>· Financial Reporting</li><li>· Payroll Services</li><li>· Tax</li><li>· Treasury</li></ul>	12	Fully Allocated Cost of providing services.
<b>HUMAN RESOURCES</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>· Benefits Administration</li><li>· Employee and Contractor On-boarding</li><li>· Employee Engagement</li><li>· HR Administration</li><li>· HR Strategy and Consulting</li><li>· HRIS Administration and Reporting</li><li>· Performance Management Platforms</li><li>· Personnel Files</li><li>· Recruiting</li><li>· Salary Administration</li><li>· Training and Compliance Support</li></ul>	24	Fully Allocated Cost of providing services.



Services Provided	Service Period (months)	Service Fee
<b>LAW</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>Contract Review Services</li><li>Corporate Governance Services</li><li>Intellectual Property Maintenance Services</li><li>License Maintenance Services</li><li>Litigation Management</li><li>Regulatory Compliance Services</li></ul>	24	Fully allocated cost of providing services.
<b>RISK MANAGEMENT</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>Internal Audit</li><li>SOX Compliance and SAS 70</li><li>Business continuity and Disaster Recovery Planning</li></ul>	24	Fully Allocated Cost of providing services.
<b>OTHER OPERATIONS SUPPORT</b> <ul style="list-style-type: none"><li>Capital Markets</li><li>Modeling</li><li>Quantitative Analytics</li><li>General Business Consulting</li></ul>	24	Fully Allocated Cost of providing services

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**SCHEDULE II**

**ALTISOURCE-PROVIDED SERVICES**

Services Provided	Service Period (months)	Service Fee
<b>CONSUMER PSYCHOLOGY</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>Scripting Support</li><li>Staffing Models</li><li>Training Development</li><li>User and Task Analysis</li></ul>	24	Fully Allocated Cost of providing services.
<b>CORPORATE SERVICES</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>Facilities Management</li><li>Mailroom Support</li><li>Physical Security</li><li>Travel Services</li></ul>	24	Fully Allocated Cost of providing services.
<b>FINANCE AND ACCOUNTING</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>Accounting Services and Reporting</li><li>Accounts Payables</li><li>Accounts Receivables</li><li>Corporate Secretary Support</li><li>Financial Reporting</li><li>Payroll Services</li><li>Tax</li><li>Treasury</li></ul>	12	Fully Allocated Cost of providing services.

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Services Provided	Service Period (months)	Service Fee
<b>HUMAN RESOURCES</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>· Benefits Administration</li><li>· Employee and Contractor On-boarding</li><li>· Employee Engagement</li><li>· HR Administration</li><li>· HR Strategy and Consulting</li><li>· HRIS Administration and Reporting</li><li>· Performance Management Platforms</li><li>· Personnel Files</li><li>· Recruiting</li><li>· Salary Administration</li><li>· Training and Compliance Support</li></ul>	24	Fully Allocated Cost of providing services.
<b>RISK MANAGEMENT AND SIX SIGMA</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>· Information Security</li><li>· Internal Audit</li><li>· Loan Quality</li><li>· Quality Assurance</li><li>· Risk Management</li><li>· SOX Compliance and SAS 70</li><li>· Six Sigma</li><li>· <u>Business Continuity and Disaster Recovery Planning</u></li></ul>	24	Fully Allocated Cost of providing services.

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Services Provided	Service Period (months)	Service Fee
<b>VENDOR MANAGEMENT OPERATIONS</b> <u>Services Provided:</u> <ul style="list-style-type: none"><li>Contract Negotiation</li><li>Vendor Compliance</li><li>Vendor Management Services</li><li>Insurance Risk Management</li></ul>	24	Fully Allocated Cost of providing services.
<b>OTHER OPERATIONS SUPPORT</b> <ul style="list-style-type: none"><li>Capital Markets</li><li>Modeling</li><li><u>Quantitative Analytics</u></li><li><u>General Business Consulting</u></li></ul>	24	Fully Allocated Cost of providing services

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## EMPLOYEE MATTERS AGREEMENT

EMPLOYEE MATTERS AGREEMENT, dated as of August 10, 2009 (this “Agreement”), by and between OCWEN FINANCIAL CORPORATION, a Florida corporation (“OCWEN”), and ALTISOURCE SOLUTIONS S.À R.L., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg and an indirect, wholly-owned subsidiary of OCWEN (“ALTISOURCE”). Capitalized terms used herein and not otherwise defined have the respective meanings assigned to them in the Separation Agreement to be entered into between OCWEN and Altisource Portfolio Solutions S.A., the sole parent of ALTISOURCE (“ALTISOURCE Parent”) (the “Separation Agreement”).

## R E C I T A L S

WHEREAS, OCWEN and ALTISOURCE Parent are entering into the Separation Agreement pursuant to which OCWEN will (i) separate its existing business into two independent businesses, (ii) contribute the ALTISOURCE Business to ALTISOURCE and (iii) distribute all of the capital stock of ALTISOURCE Parent to the shareholders of OCWEN as a dividend; and

WHEREAS, OCWEN and ALTISOURCE wish to set forth their agreements as to certain matters regarding compensation and employee benefits.

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

## ARTICLE I

General

SECTION 1.01 General Allocation of Assets and Liabilities for Existing Plans. Except as otherwise specifically provided herein, from and after the Distribution, (a) OCWEN shall retain, or shall cause the applicable other members of the OCWEN Group or its or their applicable employee benefit plans to retain, sponsorship of, and all Assets and Liabilities arising out of or relating to, all employment, compensation and employee benefits-related plans, programs, agreements and arrangements sponsored or maintained by OCWEN or any of its Subsidiaries (other than ALTISOURCE Parent and its Subsidiaries) immediately prior to the Distribution (collectively, the “Existing OCWEN Plans”) and (b) ALTISOURCE shall retain, or shall cause the applicable other members of the ALTISOURCE Group or its or their applicable employee benefit plans to retain, sponsorship of, and all Assets and Liabilities arising out of or relating to, all employment, compensation and employee benefits-related plans, programs, agreements and arrangements sponsored or maintained by ALTISOURCE Parent or any of its Subsidiaries immediately prior to the Distribution, if any (collectively, the “Existing ALTISOURCE Plans”).

SECTION 1.02 Cessation of Participation in OCWEN Plans. Except as otherwise expressly provided herein, as of the Distribution, each employee of ALTISOURCE or any of its Subsidiaries (whether or not on disability or any other leave of absence) giving effect to the Distribution (it being understood that ALTISOURCE Parent has no employees) (collectively, the “ALTISOURCE Employees”) shall immediately cease to be eligible for and participate actively in any Existing OCWEN Plan.

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SECTION 1.03 Adoption of New ALTISOURCE Plans. Except as otherwise expressly provided herein or in the Separation Agreement, in connection with the Distribution, ALTISOURCE shall provide, or shall cause to be provided, compensation and employee benefits to the ALTISOURCE Employees under one or more existing or newly adopted employee benefit plans, programs or arrangements. Except as otherwise expressly provided herein or in the Separation Agreement, ALTISOURCE shall be solely responsible for all Liabilities arising out of or relating to such plans, programs and arrangements.

## ARTICLE II

### OCWEN Options and Restricted Stock

SECTION 2.01 Stock Options. (a) Effective as of the Distribution, each option to purchase OCWEN Common Stock ("OCWEN Stock Options") granted and outstanding under either the 2007 Equity Incentive Plan or the 1991 Non-Qualified Stock Option Plan of OCWEN ("OCWEN Option Plans") shall remain granted and outstanding and shall not, and OCWEN shall cause (to the maximum extent permitted under the OCWEN Option Plans) the OCWEN Stock Options not to, terminate, accelerate or otherwise vest as a result of the Distribution, and each holder thereof immediately prior to the Distribution will be entitled to receive the following, determined in a manner in accordance with, and subject to, the relevant OCWEN Option Plan, FAS123R and Section 409A of the Internal Revenue Code: (i) a number of options to acquire shares of ALTISOURCE Common Stock equal to the product of (x) the number of OCWEN Stock Options held by such holder on the Distribution and (y) one-third (1/3) (the "ALTISOURCE Stock Options"), with an exercise price to be determined in a manner consistent with this Section 2.01 and (ii) the same number of OCWEN Stock Options as such holder had prior to the Distribution, with an adjusted exercise price to be determined in a manner consistent with this Section 2.01 (the "Adjusted OCWEN Stock Options") (the ALTISOURCE Stock Options and the Adjusted OCWEN Stock Options, together, the "Post-Distribution Stock Options").

(b) The option exercise price of the ALTISOURCE Stock Options and the Adjusted OCWEN Stock Options shall be set at a value so as to maintain the intrinsic value of the OCWEN Stock Options, both individually and in the aggregate, and to maintain the ratio of exercise price to fair market value of the OCWEN Stock Options and the Post-Distribution Stock Options.

(c) Each of OCWEN and ALTISOURCE intends that, subsequent to the Distribution, ALTISOURCE shall enact, or shall cause to be enacted, one or more equity incentive or similar plans that will allow or provide for the issuance of new options (or other equity-based awards) to acquire ALTISOURCE Common Stock, on such terms, and subject to such conditions (including, without limitation, as to eligibility, vesting and performance criteria), as ALTISOURCE may decide in its sole discretion.

SECTION 2.02 Restricted Stock. Pursuant to the Distribution, each holder of shares of OCWEN Common Stock that is subject to restriction shall receive a dividend of ALTISOURCE Common Stock as provided for in the Separation Agreement. Any such share of ALTISOURCE Common Stock received as a dividend in respect of restricted OCWEN Common Stock shall be subject to the same restrictions and terms (including vesting schedule and forfeiture) as were applicable, as of the Distribution Date, to the restricted OCWEN Common Stock on which the dividend was declared and paid (except where applicable laws in such foreign jurisdictions may require a different approach).

SECTION 2.03 Form S-8. Subsequent to the effectiveness of the Form 10, but prior to the consummation of the Distribution, ALTISOURCE shall prepare and file with the Commission a registration statement on Form S-8 (or another appropriate form) registering a number of shares of ALTISOURCE Common Stock equal to the number of options to purchase ALTISOURCE Common Stock resulting from the actions contemplated in SECTION 2.01 above and under any new equity incentive or similar plan. ALTISOURCE shall use its reasonable best efforts to cause any such registration statement to be effective (and the current status of the prospectus or prospectuses required thereby shall be maintained) as long as any options to purchase ALTISOURCE Common Stock may remain outstanding.

SECTION 2.04 Section 16. The Parties shall take all reasonable steps as may be required to cause the transactions contemplated by this Article II and any other acquisitions of ALTISOURCE equity securities (including derivative securities) or dispositions of OCWEN equity securities (including derivative securities) in connection with this Agreement or the Separation Agreement by each individual who is a director or officer of OCWEN or ALTISOURCE subject to Section 16 of the Exchange Act to be exempt under Rule 16b-3 promulgated under the Exchange Act.

### ARTICLE III

#### U.S. Retirement and Deferred Compensation Plans

SECTION 3.01 U.S. Tax-Qualified 401(k) Plan. (a) Effective as of the Distribution, ALTISOURCE shall have in effect a defined contribution plan within the meaning of Section 401(k) of the Code (the “ALTISOURCE 401(k) Plan”) that will provide benefits to eligible and participating ALTISOURCE Employees and any former employee of ALTISOURCE or any of its Subsidiaries (other than any such individual who was employed directly by OCWEN or any of its Subsidiaries (other than ALTISOURCE or any of its Subsidiaries) at any time following such individual’s most recent direct employment with ALTISOURCE or any of its Subsidiaries) (each such former employee, a “Former ALTISOURCE Employee”) participating in OCWEN’s 401(k) Plan (the “OCWEN 401(k) Plan”) (except where applicable laws in such foreign jurisdictions may require a different approach). Each ALTISOURCE Employee and Former ALTISOURCE Employee participating in the OCWEN 401(k) Plan immediately prior to the effectiveness of the ALTISOURCE 401(k) Plan shall be eligible to participate in the ALTISOURCE 401(k) Plan as of such effectiveness. ALTISOURCE shall cause each ALTISOURCE Employee to be credited with all service accrued with OCWEN and its Subsidiaries prior to such transfer for all purposes under the ALTISOURCE 401(k) Plan.

(b) Within a reasonable period of time following the Distribution, OCWEN shall cause to be transferred to the ALTISOURCE 401(k) Plan, and ALTISOURCE shall cause the ALTISOURCE 401(k) Plan to accept, an amount equal to the account balances of all ALTISOURCE Employees and Former ALTISOURCE Employees who are participants in the OCWEN 401(k) Plan. Such transfer shall include any promissory notes evidencing outstanding loan balances under the OCWEN 401(k) Plan with respect to such account balances. OCWEN shall debit the account of each such individual under the OCWEN 401(k) Plan by the amount transferred for the benefit of such individual to the ALTISOURCE 401(k) Plan, and ALTISOURCE shall allocate the amounts transferred to the ALTISOURCE 401(k) Plan to the account of each such individual by crediting such account with the amount debited from such individual's account under the OCWEN 401(k) Plan. Following the foregoing transfer, ALTISOURCE and/or the ALTISOURCE 401(k) Plan shall assume all Liabilities of OCWEN, the OCWEN Group and their respective Affiliates under the OCWEN 401(k) Plan with respect to all participants in the OCWEN 401(k) Plan whose balances were transferred to the ALTISOURCE 401(k) Plan and their beneficiaries, and OCWEN, the OCWEN Group and their respective Affiliates and the OCWEN 401(k) Plan shall have no Liabilities to provide such participants with benefits under the OCWEN 401(k) Plan following such transfer. OCWEN and ALTISOURCE shall use reasonable efforts to minimize the duration of any "blackout period" imposed in connection with the transfer of account balances from the OCWEN 401(k) Plan to the ALTISOURCE 401(k) Plan.

SECTION 3.02 Director Non-Qualified Deferred Compensation Plans. OCWEN shall retain, or shall cause the applicable other members of the OCWEN Group to retain, sponsorship of, and all Assets and Liabilities arising out of or relating to, OCWEN's 1996 Stock Plan for Directors, as amended and Deferred Plan for Directors, dated March 7, 2005, and shall make, or cause to be made, payments to all participants in such plans, including those who are current or former directors of OCWEN, in accordance with the terms of the applicable plan.

#### ARTICLE IV

##### Incentive Plans

SECTION 4.01 Annual Incentive Plan. ALTISOURCE shall assume all Liabilities with respect to ALTISOURCE Employees and ALTISOURCE Former Employees pursuant to OCWEN's 1998 Annual Incentive Plan ("OCWEN AIP") as in effect as of the Distribution Date that relate to any periods under the OCWEN AIP commencing prior to and ending after the Distribution Date (the "Applicable Performance Periods"), and OCWEN, the OCWEN Group and their respective Affiliates shall have no Liabilities to provide ALTISOURCE Employees or ALTISOURCE Former Employees with benefits under the OCWEN AIP with respect to the Applicable Performance Periods. ALTISOURCE expects to (a) establish an incentive plan (the "ALTISOURCE AIP") for ALTISOURCE Employees and ALTISOURCE Former Employees that will contain the same terms as the OCWEN AIP as in effect as of the Distribution Date with respect to the Applicable Performance Periods and (b) at the times originally prescribed by the OCWEN AIP, make payments to the ALTISOURCE Employees and Former ALTISOURCE Employees with respect to the Applicable Performance Periods in accordance with the terms of the ALTISOURCE AIP.



U.S. Welfare Benefits, Severance Plan and Other Matters

SECTION 5.01 U.S. Welfare Plans. (a) No later than the Distribution, ALTISOURCE shall have in effect welfare benefit plans that provide an appropriate level of life insurance, health care, dental care, accidental death and dismemberment insurance, disability and other group welfare benefits (the “ALTISOURCE Welfare Plans”) for ALTISOURCE Employees employed in Luxembourg or such other foreign jurisdiction as may become applicable, who immediately prior to the date such ALTISOURCE Welfare Plans are established (the “Welfare Plan Transition Date”) are participants in the comparable Existing OCWEN Plans (the “OCWEN Welfare Plans”) (except where applicable laws in such foreign jurisdictions may require a different approach). OCWEN and ALTISOURCE agree that, to the extent reasonably practicable, the ALTISOURCE Welfare Plans shall provide to such ALTISOURCE Employees coverage that is substantially similar to the coverage that was provided to them under the corresponding OCWEN Welfare Plans immediately prior to the Welfare Plan Transition Date. ALTISOURCE shall, subject to approval by its third-party insurance providers, (A) waive all limitations as to preexisting conditions, exclusions and waiting periods and actively-at-work requirements with respect to participation and coverage requirements applicable to such ALTISOURCE Employees and their dependents under the ALTISOURCE Welfare Plans to the extent previously satisfied under the applicable corresponding OCWEN Welfare Plan immediately prior to the Welfare Plan Transition Date and (B) provide each such ALTISOURCE Employee and his or her eligible dependents with credit under ALTISOURCE Welfare Plans for any co-payments and deductibles paid under corresponding OCWEN Welfare Plans prior to the Welfare Plan Transition Date in the calendar year in which the Welfare Plan Transition Date occurs for purposes of satisfying any applicable deductible or out-of-pocket requirements under any ALTISOURCE Welfare Plans in which such ALTISOURCE Employees participate.

(b) ALTISOURCE shall retain, or shall cause the applicable other members of the ALTISOURCE Group or the applicable ALTISOURCE Welfare Plans to retain, responsibility for all claims for welfare benefits incurred prior to, from and after the Distribution under the OCWEN Welfare Plans and the ALTISOURCE Welfare Plans by ALTISOURCE Employees and their dependents and beneficiaries.

SECTION 5.02 COBRA and HIPAA. ALTISOURCE shall retain all liabilities and obligations to ALTISOURCE Employees and their eligible dependents, in respect of health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and applicable state law.

## ARTICLE VI

Termination

SECTION 6.01 Termination. This Agreement may be terminated by OCWEN at any time, in its sole discretion, prior to the Distribution Date.

SECTION 6.02 Effect of Termination. In the event of any termination of this Agreement prior to the Distribution Date, neither party (or any of its directors or officers) shall have any Liability or further obligation to the other party.

ARTICLE VII

Miscellaneous

SECTION 7.01 No Third-Party Beneficiaries. Without limiting the generality of Section 10.04 of the Separation Agreement, this Agreement is solely for the benefit of the parties hereto, and no current or former director, officer, employee or independent contractor of any member of the OCWEN Group or any member of the ALTISOURCE Group or any other individual associated therewith (including any beneficiary or dependent thereof) shall be regarded for any purpose as a third-party beneficiary of this Agreement, and no provision of this Agreement shall create such rights in any such persons in respect of any benefits that may be provided, directly or indirectly, under any benefit plan, program, policy, agreement or arrangement of any member of the OCWEN Group or any member of the ALTISOURCE Group. No provision of this Agreement shall constitute a limitation on the rights to amend, modify or terminate any benefit plans, programs, policies, agreements or arrangements of any member of the OCWEN Group or any member of the ALTISOURCE Group, and nothing herein shall be construed as an amendment to any such benefit plan, program, policy, agreement or arrangement. No provision of this Agreement shall require any member of the OCWEN Group or any member of the ALTISOURCE Group to continue the employment of any employee of any member of the OCWEN Group or any member of the ALTISOURCE Group for any specific period of time following the Distribution Date.

SECTION 7.02 Confidentiality. This Agreement and the information provided to each party hereunder shall be subject to the confidentiality provisions set forth in Sections 6.07 and 6.08 of the Separation Agreement.

SECTION 7.03 Dispute Resolution. All disputes, controversies and claims directly or indirectly arising out of or in relation to this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement shall be finally, exclusively and conclusively settled in accordance with the provisions of Article VII of the Separation Agreement, which shall apply *mutatis mutandis* to this Agreement.

SECTION 7.04 Miscellaneous. Except as otherwise expressly set forth in this Agreement, the provisions in Article X of the Separation Agreement (which Article X addresses counterparts, entire agreement, corporate power, governing law, assignability, third party beneficiaries, notices, severability, publicity, expenses, headings, survival of covenants, waivers of default, specific performance, amendments, interpretation, jurisdiction and service of process) shall apply *mutatis mutandis* to this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Employee Matters Agreement 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

ALTISOURCE SOLUTIONS S.À R.L.

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

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**TECHNOLOGY PRODUCTS SERVICES AGREEMENT**, dated as of August 10, 2009, between OCWEN FINANCIAL CORPORATION, a Florida corporation (“**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 and an indirect, wholly-owned subsidiary of OCWEN (“**ALTISOURCE**” or together with its Affiliates “**ALTISOURCE Group**”).

#### RECITALS

WHEREAS, OCWEN and Altisource Portfolio Solutions S.A. (formerly known as Altisource Portfolio Solutions S.à r.l., formerly known as Ocwen Luxembourg S.à r.l.), the sole parent of ALTISOURCE (“**ALTISOURCE Parent**”), are parties to a Separation Agreement dated as of August 10, 2009 (the “**Separation Agreement**”), pursuant to which OCWEN will (i) separate the ALTISOURCE Business (as defined in the Separation Agreement) and (ii) distribute (the “**Separation**”) to the holders of shares of OCWEN’s outstanding capital stock all of the outstanding capital stock of ALTISOURCE Parent;

WHEREAS, following the Separation, ALTISOURCE will operate the ALTISOURCE Business, and OCWEN will operate the OCWEN Business (as defined in the Separation Agreement); and

WHEREAS, following the Separation, 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.**

(a) Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Separation Agreement.

(b) For the purposes of this Agreement, the following terms shall have the following meanings:

“**Affiliate**” means with respect to any Person (a “Principal”) (a) any directly or indirectly wholly-owned subsidiary of such Principal, (b) any Person that directly or indirectly owns 100% of the voting stock of such Principal or (c) a Person that controls, is controlled by or is under common control with such Principal. 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 Principal and does not otherwise constitute an Affiliate (a “Partially-Owned Person”), such Partially-Owned Person shall be considered an Affiliate of such Principal for purposes of this Agreement if such Principal 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).

“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 Technology Products Letter or the applicable SOW.

“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.

## 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 desired by. 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 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 second succeeding sentence), 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 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 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 a SOW, which 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 as otherwise reasonably agreed to by the Parties, within 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 make timely 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 Distribution Date and shall continue in full force and effect, subject to Section 5(b), until the date that is eight (8) years from the Distribution Date (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 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 of the Providing Party that cannot be or has not been cured by the 60<sup>th</sup> day from the Customer Party's giving of written notice of such breach to the Providing Party, which notice shall be given within 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 60<sup>th</sup> day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 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 60<sup>th</sup> day from the Customer Party's giving of written notice of such citation to the Providing Party, which such notice shall be given within 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 12-month period, which failure cannot be or has not been cured by the 60<sup>th</sup> day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 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 12-month period, which failure cannot be or has not been cured by the 60<sup>th</sup> day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 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 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 60<sup>th</sup> day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within 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), 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 60<sup>th</sup> day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within 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 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 90<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 on not less than 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 against 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 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 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 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 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, “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, a “Third Party Additional Service Offer”),

(2) within ten 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) reasonably could be performed in facilities located in India, the United States, 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 \$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 by it and constitutes, or will constitute, a valid and binding agreement of it 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 telecopier (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 fax 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 Financial Corporation  
1661 Worthington Road, Suite 100  
West Palm Beach, Florida 33409  
Attn: Corporate Secretary  
Fax No.: (561) 682-8177

If to ALTISOURCE to:

Altisource Solutions S.à r.l  
2-8 Avenue Charles De Gaulle  
L-1653 Luxembourg  
Attn: Corporate Secretary  
Fax No.: 352-2744-9499

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 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.

(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 Ronald M. Faris 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 Distribution Date, all Information concerning the other Group that is either in its possession (including Information in its possession prior to the Distribution 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 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 6 month period under the applicable Service or SOW(s), provided that if Services have been performed for less than 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 \$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 (relating to 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 the 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.

\* \* \* \* \*

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.

OCWEN FINANCIAL CORPORATION

By /s/ Ronald M. Faris  
Name: Ronald M. Faris  
Title: President

ALTISOURCE SOLUTIONS S.À R.L.

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

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**SCHEDULE I**

**SERVICES**

Service	Service Period (months)
<u>SERVICE</u> Residential Loan Servicing System	96
<u>SERVICE</u> Commercial Loan Servicing System	96
<u>Contact Center Suite</u>	96
<u>Imaging System</u>	96

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Service	Service Period (months)
Site Suite	96
Commercial-Off-the-Shelf (COTS) Applications	96
Development Services	96

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**SERVICES AGREEMENT**, dated as of August 10, 2009, between OCWEN FINANCIAL CORPORATION, a Florida corporation (“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 and an indirect, wholly-owned subsidiary of OCWEN (“ALTISOURCE” or together with its Affiliates “ALTISOURCE Group”).

#### RECITALS

WHEREAS, OCWEN and Altisource Portfolio Solutions S.A. (formerly known as Altisource Portfolio Solutions S.à r.l., formerly known as Ocwen Luxembourg S.à r.l.), the sole parent of ALTISOURCE (“ALTISOURCE Parent”), are parties to a Separation Agreement dated as of August 10, 2009 (the “Separation Agreement”), pursuant to which OCWEN will (i) separate the ALTISOURCE Business (as defined in the Separation Agreement) and (ii) distribute (the “Separation”) to the holders of shares of OCWEN’s outstanding capital stock all of the outstanding capital stock of ALTISOURCE Parent;

WHEREAS, following the Separation, ALTISOURCE will operate the ALTISOURCE Business, and OCWEN will operate the OCWEN Business (as defined in the Separation Agreement); and

WHEREAS, following the Separation, OCWEN desires to receive, and ALTISOURCE is willing to provide, or cause to be provided, certain 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.

(a) Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Separation Agreement.

(b) For the purposes of this Agreement, the following terms shall have the following meanings:

“Affiliate” means with respect to any Person (a “Principal”) (a) any directly or indirectly wholly-owned subsidiary of such Principal, (b) any Person that directly or indirectly owns 100% of the voting stock of such Principal or (c) a Person that controls, is controlled by or is under common control with such Principal. 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 Principal and does not otherwise constitute an Affiliate (a “Partially-Owned Person”), such Partially-Owned Person shall be considered an Affiliate of such Principal for purposes of this Agreement if such Principal can, after making a good faith effort to do so, legally bind such Partially-Owned Person to this Agreement.

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

“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.

“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 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.

## 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 (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 desired by. 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 second succeeding sentence), 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 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 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, which 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 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 make timely 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 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 the Distribution Date and shall continue in full force and effect, subject to Section 5(b), until the date that is eight (8) years from the Distribution Date (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 hereunder 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 30<sup>th</sup> day from the Customer Party's giving of written notice of such breach to the Providing Party, which notice shall be given within 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 30<sup>th</sup> day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 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 30<sup>th</sup> day from the Customer Party's giving of written notice of such citation to the Providing Party, which such notice shall be given within 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 12-month period, which failure cannot be or has not been cured by the 30<sup>th</sup> day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 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 12-month period, which failure cannot be or has not been cured by the 30<sup>th</sup> day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 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 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 30<sup>th</sup> day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within 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), 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 30<sup>th</sup> day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within 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 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.

(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 90<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 on not less than 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 which 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 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 against 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 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 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 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 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, "Third Party Additional Service Providers") during the Exclusive Tender Period so long as:

- i) 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, a "Third Party Additional Service Offer"),
- ii) within ten 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
- iii) 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) reasonably could be performed in facilities located in India, the United States, 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 \$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 or thereto and delivered to the other parties hereto or thereto.

(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 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:

i) 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

ii) 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.

(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 telecopier (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 fax 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 Financial Corporation  
1661 Worthington Road, Suite 100  
West Palm Beach, Florida 33409  
Attn: Corporate Secretary  
Fax No.: (561) 682-8177

If to ALTISOURCE to:

Altisource Solutions S.à r.l.  
2-8 Avenue Charles De Gaulle  
L-1653 Luxembourg  
Attn: Corporate Secretary  
Fax No.: 352-2744-9499

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 draftsman 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 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 Ronald M. Faris 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 Distribution Date, all Information concerning the other Group that is either in its possession (including Information in its possession prior to the Distribution 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 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 6 month period under the applicable Service or SOW(s), provided that if Services have been performed for less than 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 \$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 (relating to 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 the 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.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Services Agreement 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

ALTISOURCE SOLUTIONS S.À R.L.

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

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**SCHEDULE I**

**SERVICES**

Service	Service Period (months)
Valuation Services	96
Property Preservation and Inspection	96
REO Sales	96
Trustee Services	96
Title Services	96
Due Diligence Services	96
Mortgage Charge off Collection	96
Mortgage Fulfillment and Underwriting Services	96

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**DATA CENTER AND DISASTER RECOVERY SERVICES AGREEMENT**, dated as of August 10, 2009 (this “**Agreement**”), 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 FINANCIAL CORPORATION, a Florida corporation (together with its Affiliates “**Customer**”).

**WHEREAS**, Customer and Altisource Portfolio Solutions S.A. (formerly known as Altisource Portfolio Solutions S.à r.l., formerly known as Ocwen Luxembourg S.à r.l.), the sole parent of Provider (“**ALTISOURCE Parent**”), are parties to a Separation Agreement dated as of August 10, 2009 (the “**Separation Agreement**”), pursuant to which Customer will (i) separate the ALTISOURCE Business (as defined in the Separation Agreement) and (ii) distribute (the “**Separation**”) to the holders of shares of Customer’s outstanding capital stock all of the outstanding capital stock of ALTISOURCE Parent;

**WHEREAS**, following the Separation, Provider will operate the ALTISOURCE Business, and Customer will operate the OCWEN Business (as defined in the Separation Agreement); and

**WHEREAS**, following the Separation, 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 “Principal”) (a) any directly or indirectly wholly-owned subsidiary of such Principal, (b) any Person that directly or indirectly owns 100% of the voting stock of such Principal or (c) a Person that controls, is controlled by or is under common control with such Principal. 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 Principal and does not otherwise constitute an Affiliate (a “Partially-Owned Person”), such Partially-Owned Person shall be considered an Affiliate of such Principal for purposes of this Agreement if such Principal 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.

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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 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, "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 which 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 Recover Services Fee Letter"), as applicable (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 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 Distribution Date (as defined in the Separation Agreement) and shall continue in full force and effect, subject to Section 5.1(b), until the date that is eight (8) years from the Distribution Date (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 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 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, 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 Distribution Date (as defined in the Separation Agreement), 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 Distribution 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, 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, including the NASDAQ (“**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, P.L. 106-102) about a customer of Customer which 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 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 (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 Provider.

7.2 None of Provider or any of its Affiliates (as defined in the Separation Agreement) 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 or 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 6 month period under the applicable Service or Addendum, provided that if Services have been performed for less than 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 \$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 Separation 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 Group, and Provider represents on behalf of itself and each other member of the Provider 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 telecopier (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 fax 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 Financial Corporation  
1661 Worthington Road, Suite 100  
West Palm Beach, Florida 33409  
Attn: Corporate Secretary  
Fax No.: (561) 682-8177

If to Provider to:  
Altisource Solutions S.à r.l.  
2-8 Avenue Charles De Gaulle  
L-1653 Luxembourg  
Attn: Corporate Secretary  
Fax No.: 352-2744-9499

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 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 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 that certain Intellectual Property Agreement dated as of August 10, 2009 by and between Customer and Provider, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

## **10. COOPERATION; ACCESS**

10.1 Customer shall, and shall cause its Group to, permit Provider and its employees and representatives access, on Business Days (as defined in the Separation Agreement) 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 Ronald M. Faris 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 the 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.

\* \* \* \*

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

**PROVIDER:**

ALTISOURCE SOLUTIONS S.À R.L.

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

**CUSTOMER:**

OCWEN FINANCIAL CORPORATION

By /s/ Ronald M. Faris  
Name: Ronald M. Faris  
Title: President

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**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 the 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 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 Financial Corporation  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Attention: Corporate Secretary  
Telecopy Number: (561) 471-4264

**If to Provider:**

Altisource Solutions S.à r.l.  
2-8 Avenue Charles De Gaulle  
L-1653 Luxembourg  
Attention: Corporate Secretary  
Telecopy Number: 352-2744-9499

**INTELLECTUAL PROPERTY AGREEMENT**

This AGREEMENT made this 10<sup>th</sup> day of August, 2009, by and between OCWEN FINANCIAL CORPORATION, a Florida corporation (“OFC”) and ALTISOURCE SOLUTIONS S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg, (“ALTISOURCE S.à r.l.”).

**RECITALS**

WHEREAS, OFC and Altisource Portfolio Solutions S.A. (formerly known as Altisource Portfolio Solutions S.à r.l., formerly known as Ocwen Luxembourg S.à r.l.), the sole parent of ALTISOURCE S.à r.l. (“ALTISOURCE Parent”), are parties to a Separation Agreement dated as of August 10, 2009 (the “Separation Agreement”), pursuant to which OCWEN will (i) separate the ALTISOURCE Business (as defined in the Separation Agreement) and (ii) distribute (the “Separation”) to the holders of shares of OCWEN’s outstanding capital stock all of the outstanding capital stock of ALTISOURCE Parent;

WHEREAS, following the Separation, ALTISOURCE (as defined below) will operate the ALTISOURCE Business, and OCWEN (as defined below) will operate the OCWEN Business (as defined in the Separation Agreement);

WHEREAS, as part of the separation of the ALTISOURCE Business pursuant to the Separation Agreement, OCWEN is to contribute the ALTISOURCE IP (as defined below) to ALTISOURCE;

WHEREAS, pursuant to the Separation Agreement, this Intellectual Property Agreement (this “Agreement”) will govern the contribution of the ALTISOURCE IP to ALTISOURCE;

WHEREAS, in addition to this Agreement and the Separation Agreement, OCWEN and ALTISOURCE are also entering into a Transition Services Agreement, a Services Agreement, and a Technology Products Services Agreement (collectively, the “Services Agreements”), by which ALTISOURCE will provide various services to OCWEN (and, in the case of the Transition Services Agreement, OCWEN will provide certain services to ALTISOURCE); and

WHEREAS, pursuant to the Separation Agreement, this Agreement shall govern the licensing of the Licensed Intellectual Property and the OCWEN IP, both as defined below, necessary for the Parties to enjoy the services to be provided under the Services Agreements.

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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 agree as follows:

1. Definitions

- a) Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Separation Agreement.
- b) For the purposes of this Agreement, the following terms shall have the following meanings:

“Agreement” means this Intellectual Property Agreement, including schedules and exhibits hereto.

“ALTISOURCE” shall mean ALTISOURCE Parent 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 to be owned by ALTISOURCE following the Separation and includes, but is not limited to, the Intellectual Property set forth on Schedule I hereto.

“ALTISOURCE Parent” shall have the meaning set forth in the recitals hereof.

“ALTISOURCE S.à r.l.” shall have the meaning set forth in the preamble hereof.

“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.

“Effective Date” means the Separation Date.

“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.

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“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 to this Agreement, 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.

“Licensee” shall mean the Party who has been granted a right to use the other Party’s Intellectual Property.

“Licensor” shall mean the Party who has granted the other Party a right to use its Intellectual Property.

“OCWEN” shall mean OFC and the members of the OCWEN Group.

“OCWEN Competitor” means any Person (other than OCWEN), together with its Affiliates, that provides residential loan servicing services in the United States. 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.

“OCWEN IP” shall mean any Intellectual Property owned by OCWEN following the Separation and used in conjunction with any services provided by OCWEN to ALTISOURCE under the Transition Services Agreement.

“OFC” shall have the meaning set forth in the preamble hereof.

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

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

“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 the “ALTISOURCE-Provided Services” as defined in the Transition Services Agreement, the “Services” as defined in the Service Agreement and the “Services” as defined in the Technology Products Services Agreement.

“Software Change of Control” means at any time, with respect to ALTISOURCE, the occurrence of any of the following: (a) ALTISOURCE transfers all or substantially all of its 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, in either case to an OCWEN Competitor, 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 of Altisource S.à r.l. or Altisource Parent then outstanding, 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 S.à r.l. or ALTISOURCE Parent such that the nominees so elected (regardless of when elected) shall collectively constitute a majority of the board of directors of ALTISOURCE S.à r.l. or ALTISOURCE Parent.

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

“Territory” means the United States and its territories.

## 2. Transfer of ALTISOURCE IP

a) OCWEN will Transfer or cause to be Transferred all right, title and interest in and to the ALTISOURCE IP owned by OCWEN to ALTISOURCE effective on the Effective Date free and clear of all liens and encumbrances. To accomplish this, OCWEN will execute an assignment in form substantially similar to that attached hereto as Exhibit A, including all exhibits thereto.

b) Upon the request of ALTISOURCE, OCWEN, on its own behalf and on behalf of the members of the OCWEN Group, will execute or cause to be executed such further documents and will do such further acts or will cause such further acts to be done as are necessary to accomplish the full and complete Transfer of all ALTISOURCE IP to ALTISOURCE.

c) The Parties will cooperate with one another to the extent necessary to accomplish the full and complete Transfer of ALTISOURCE IP to ALTISOURCE, including the recordation of all appropriate documents reflecting ALTISOURCE’s ownership of the ALTISOURCE IP with government agencies having jurisdiction over such matters.

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d) Section 2.08 of the Separation Agreement concerning “Inadvertent or Incorrect Transfers or Omissions of Assets or Liabilities” shall apply to the transfer of the ALTISOURCE IP to ALTISOURCE.

3. 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 enjoyment 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 which, directly or indirectly, may reduce the value of the Licensed Intellectual Property or detract from them or the reputation of ALTISOURCE;

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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 otherwise directed by ALTISOURCE;

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.

4. OCWEN Grant of License; Reservation of Rights

a) OCWEN hereby grants and confirms to ALTISOURCE the non-exclusive license and non-exclusive right to use that portion of OCWEN IP necessary to use and enjoy the services OCWEN is to provide ALTISOURCE under the Transition Services Agreement or otherwise necessary for ALTISOURCE to perform its mortgage services, financial services or technology products operations, for itself and for the ALTISOURCE Group, 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 OCWEN solely to the extent necessary for OCWEN to perform its obligations to supply any services to ALTISOURCE, subject to OCWEN's rights of approval and control under this Agreement, which approval will not be unreasonably delayed or withheld.

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b) To the extent that OCWEN ceases to provide any particular services to ALTISOURCE, the license granted hereunder for the OCWEN IP pertinent to such services will likewise cease, unless and to the extent that the same OCWEN IP is required for ALTISOURCE's enjoyment of any other services being provided by OCWEN for the benefit of ALTISOURCE at the time of cessation or in the future.

c) The Parties agree that it is critical that the OCWEN IP be protected and enhanced, and toward this end, ALTISOURCE agrees, both during the Term and thereafter, not to:

i) combine any name or names, service marks, or trademarks with any marks included in the OCWEN IP;

ii) use any other name or names, service marks, or trademarks in association with any marks among the OCWEN IP in any advertising, promotion, publicity, labeling, packaging or printed matter of any kind utilized by ALTISOURCE without OCWEN's prior express written consent;

iii) do or suffer to be done any act that may in any way adversely affect any rights of OCWEN in and to the OCWEN IP or any registrations thereof or which, directly or indirectly, may reduce the value of the OCWEN IP or detract from them or the reputation of OCWEN.

iv) challenge the title or rights of OCWEN in or to the OCWEN IP;

v) apply to register or maintain any application or registration respecting the OCWEN IP or any other mark or domain name confusingly similar to any marks included in the OCWEN IP, except with the consent and direction of OCWEN and in the name of OCWEN, unless otherwise directed by OCWEN;

vi) use any colorable imitation of any of the marks included in the OCWEN IP or any variant form (including variant design forms, logos, colors, or type styles) not specifically approved by OCWEN; or

vii) misuse the OCWEN IP or take any action that would tend to destroy or diminish the value of the OCWEN IP.

viii) make use of any technology contained within the OCWEN IP beyond the internal enjoyment and exploitation of the services to be provided to ALTISOURCE by OCWEN.

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- d) The Parties agree that all use by ALTISOURCE of the OCWEN IP under the terms of this Agreement inures to the benefit of OCWEN.
- e) ALTISOURCE agrees to: (i) cooperate fully with OCWEN in securing and maintaining the ownership and goodwill of OCWEN in the OCWEN IP; and (ii) to assist OCWEN, at OCWEN's direction, in the protection, enhancement, maintenance, and enforcement of OCWEN's rights in the OCWEN IP.
- f) OCWEN reserves all rights in and to the OCWEN IP, and OCWEN may exercise such rights at any time. In that regard, nothing herein shall be deemed to prevent OCWEN, at any time, from using and granting to third parties the right to use the OCWEN IP.
- g) Nothing herein shall be deemed to be a grant to ALTISOURCE of the right to use or exploit any OCWEN IP beyond that licensed hereunder.

5. Royalties

- a) In consideration of the rights granted to the respective Parties under this Agreement, each Party shall provide reports and pay the other Party the royalties set forth in that certain fee letter between OCWEN and ALTISOURCE dated as of the date hereof (the "IP Fee Letter").
- b) Each Party, as Licensor, shall submit statements of account to the other Party, as Licensee, on a monthly basis with respect to all amounts payable by the Licensee to the Licensor hereunder (the "Invoiced Amount"), setting out the royalty amount billed to the Licensee. The Licensee shall pay the Invoiced Amount to the Licensor by wire transfer of immediately available funds to an account or accounts specified by the Licensor, or in such other manner as specified by the Licensor in writing, or as otherwise reasonably agreed to by the Parties hereto, within 30 days of the date of delivery to the Licensee of the applicable statement of account; provided, that, in the event of any dispute as to an Invoiced Amount, the Licensee 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.

6. Term and Renewal

Subject to the provisions of Sections 3(b), 4(b) and 11, this Agreement will survive for the Initial Term and will automatically renew for four two-year increments following the Initial 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.

7. 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, the Licensee will provide products and/or services under the licensed marks of a quality no less than its current quality. And all promotional material utilizing the licensed marks must be approved in writing by the Licensor prior to use.
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b) The Licensee shall at all times and in all places permit the Licensor, by representatives designated by the Licensor, to inspect the use made of the Licensed Intellectual Property and the OCWEN IP, respectively, under this Agreement. At all times, the Licensee shall comply with the reasonable quality control procedures furnished or approved, from time to time, by the Licensor concerning use of the licensed marks and the quality of any goods or services offered thereunder. Upon reasonable prior notice, the Licensor may inspect and review the offices and records of the Licensee during normal business hours for compliance with this or any other provision of this Agreement.

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

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

e) The Licensee shall be permitted to use any designs, materials, packages, labels, promotional materials and advertising materials in relation to any goods or services approved by the Licensor; 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, the Licensee shall obtain the written approval of the Licensor (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.

#### 8. Advertising and Promotion

The Licensee shall provide to the Licensor, free of charge for its permanent archives, copies or representative samples of all advertising and promotional materials bearing any licensed marks.

#### 9. 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.

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b) ALTISOURCE acknowledges that OCWEN is the owner of all right, title and interest in and to the OCWEN IP and is also the owner of the goodwill related to or that shall become related to the marks included in the OCWEN IP.

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

d) The Licensee shall use the licensed Intellectual Property strictly in compliance with the legal requirements obtaining in 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 the Licensee to the rights of the Licensor in the licensed Intellectual Property or any attempt to register licensed Intellectual Property in the Licensee's or any other party's name shall be deemed a material and incurable default hereunder.

f) OCWEN, pursuant to Section 3, 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 Licensed Intellectual Property.

g) ALTISOURCE, pursuant to Section 4, shall not use, and shall not cause or permit any third party to use, the OCWEN IP 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 OCWEN IP.

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.

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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 120 days of the date hereof, 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 material 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.

10. 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 ("Disclosing Party") shares Confidential Information with the other Party ("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.

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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.

11. 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 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.

12. 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.

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b) If this Agreement is terminated for any cause or no cause or expires, all rights to use the OCWEN IP granted under this Agreement shall forthwith revert to OCWEN, and ALTISOURCE 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 OCWEN IP, including no right to use, sell, ship, market, or distribute products, services, or promotional materials bearing the marks contained in the OCWEN IP, unless they have received the prior written approval of OCWEN. All materials bearing the marks contained in the OCWEN IP and all copies of materials embodying or incorporating the OCWEN IP shall be destroyed or disposed of in a manner authorized by OCWEN. Upon OCWEN's request, ALTISOURCE shall provide evidence satisfactory to OCWEN of destruction or other disposition of such materials and things. ALTISOURCE must do all things necessary to withdraw all filings that reflect ALTISOURCE as a registered, licensed, or authorized user of any OCWEN IP.

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 a Licensor shall become immediately due and payable.

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

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c) Each Licensee agrees to notify the Licensor promptly in writing in the event it becomes aware of any third party infringing, misusing, or otherwise violating any of the rights of the Licensor in its Intellectual Property, or who the Licensee believes is, or may be infringing, diluting, or otherwise derogating the Intellectual Property of the Licensor. The Licensor 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. The Licensee agrees to cooperate promptly and fully with any such effort, provided, however, that the Licensor shall reimburse the Licensee for all of its out-of-pocket expenses, not including attorneys' fees, incurred as a result of such assistance.

14. 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 commercially reasonable efforts to meet within 30 days of the Escalation Notice.

15. 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.

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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.

16. Representations and Warranties

a) 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:

i) 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; and

ii) this Agreement will be on or prior to the Separation Date duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

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17. DISCLAIMERS OF WARRANTIES

a) 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.

b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OCWEN HAS NOT MADE, AND IS NOT MAKING, ANY REPRESENTATION OR WARRANTY TO ALTISOURCE, INCLUDING WITH RESPECT TO THE OCWEN IP, THE ALTISOURCE IP, THE SERVICES IT WILL PROVIDE TO ALTISOURCE, OR THE PROSPECTS OF THE BUSINESS TO BE CONDUCTED BY ALTISOURCE. EXCEPT AS EXPRESSLY WARRANTED HEREIN, OCWEN 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. OCWEN DOES NOT WARRANT THAT ANY SOFTWARE OR SERVICES COVERED UNDER THIS AGREEMENT WILL MEET ALL OF ALTISOURCE'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. OCWEN HAS NOT AUTHORIZED AND DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OCWEN'S BEHALF.

18. 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, THE LICENSED INTELLECTUAL PROPERTY, THE OCWEN IP, OR THE ALTISOURCE IP, EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

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19. 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 a Licensee does not make any payment required under the provisions of this Agreement to a Licensor when due in accordance with the terms hereof, the Licensor may, at its option, charge the Licensee 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 Licensee shall reimburse the Licensor 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.

20. Miscellaneous

- a) Counterparts; Entire Agreement; Corporate Power.
- i) This Agreement and each other Ancillary 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 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.
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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 9j 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 20(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 telecopier (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 fax 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 Financial Corporation  
1661 Worthington Road, Suite 100  
West Palm Beach, Florida 33409  
Attn: Corporate Secretary  
Fax No.: (561) 471-4264

If to ALTISOURCE to:

Altisource Solutions S.à r.l.  
2-8 Avenue Charles De Gaulle  
L-1653 Luxembourg  
Attn: Corporate Secretary  
Fax No.: 352-2744-9499

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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, 3, 4, 7b, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, and 20 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 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.

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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 months after that Party becomes aware of the cause of action or one 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 none of the Parties 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 any 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.

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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 and Exhibit A 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.

\* \* \* \* \*

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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 FINANCIAL CORPORATION

By /s/ Ronald M. Faris  
Name: Ronald M. Faris  
Title: President

ALTISOURCE SOLUTIONS S.À R.L.

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

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**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 Vetal, 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

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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;

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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

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\* 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.

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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

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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
Alitsourcebid.com
Alitsourcebid.net
Alitsourcebid.org
Alitsourcebid.us
Alitsourcebid.biz
Alitsourcehomes.com
Alitsourcehomes.net
Alitsourcehomes.us
Alitsourcehomes.org
Alitsourcehomes.biz
Alitsource-homes.com
Alitsource-homes.net
Alitsource-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
globalservingsolutions.com

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Copyrights

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

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Unregistered Copyrights	
Title of Material	Location
<b>BROCHURES/GUIDES/PAPERS</b>	
Outsourcing for Maximum Returns: Four rules for moving beyond cost cutting to strategic market advantage	<a href="http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#">http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#</a>
Hybrid Outsourcing Solutions: A case study on what one top loan originator did to slash underwriting costs	<a href="http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#">http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#</a>
Mortgage Industry Outsourcing Survey: What the Mortgage Industry Players Really Think	<a href="http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#">http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#</a>
Commercial Outsourcing White Paper	<a href="http://www.ocwenbusiness.com/BPO/bs_resources.cfm">http://www.ocwenbusiness.com/BPO/bs_resources.cfm</a>
Monthly newsletters	<a href="http://www.ocwenbusiness.com/">http://www.ocwenbusiness.com/</a>
Your Guide to Understanding Mortgage	<a href="http://www.ocwencustomers.com/documents/pdf/Servicing_Brochure.pdf">http://www.ocwencustomers.com/documents/pdf/Servicing_Brochure.pdf</a>
Money Management 101	<a href="http://www.ocwencustomers.com/documents/pdf/UandM_Credit.pdf">http://www.ocwencustomers.com/documents/pdf/UandM_Credit.pdf</a>
Making Timely Mortgage Payments	<a href="http://www.ocwencustomers.com/documents/pdf/Timely_Payments.pdf">http://www.ocwencustomers.com/documents/pdf/Timely_Payments.pdf</a>
Understanding Your Credit Score	<a href="http://www.ocwencustomers.com/em_credit_score.cfm">http://www.ocwencustomers.com/em_credit_score.cfm</a>
Ocwen's 15 Point Loan Servicing Customer Commitment Plan	<a href="http://www.ocwencustomers.com/cp_cc.cfm">http://www.ocwencustomers.com/cp_cc.cfm</a>
Global Servicing Solutions Canada Corp. Secures First Master Servicing Contract	<a href="http://www.globalservicingsolutions.com/Press/OCN-08-02f.pdf">http://www.globalservicingsolutions.com/Press/OCN-08-02f.pdf</a>
Global Servicing Solutions LLC Establishes Loan and Real Estate Servicing Office in Canada	<a href="http://www.globalservicingsolutions.com/Press/ocn1118f.pdf">http://www.globalservicingsolutions.com/Press/ocn1118f.pdf</a>
Global Servicing Solutions Canada Corp. Receives S&P Commercial Mortgage Servicer Rating	<a href="http://www.globalservicingsolutions.com/Press/ocn0223f.pdf">http://www.globalservicingsolutions.com/Press/ocn0223f.pdf</a>
US - Structured Finance Servicer Evaluation - Commercial Mortgage Servicer : Ocwen	<a href="http://www.globalservicingsolutions.com/Press/OcwenV3.pdf">http://www.globalservicingsolutions.com/Press/OcwenV3.pdf</a>
Ocwen Live Wire Newsletters (June 2007 - October 2007)	<a href="http://www.ocwenbusiness.com/documents/doc/June_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/June_2007_Livewire.doc</a> ; <a href="http://www.ocwenbusiness.com/documents/doc/July_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/July_2007_Livewire.doc</a> ; <a href="http://www.ocwenbusiness.com/documents/doc/August_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/August_2007_Livewire.doc</a> ; <a href="http://www.ocwenbusiness.com/documents/doc/September_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/September_2007_Livewire.doc</a> ; <a href="http://www.ocwenbusiness.com/documents/doc/October_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/October_2007_Livewire.doc</a>
<b>SOFTWARE</b>	
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
<b>WEBSITES</b>	
globalservicingsolutions.com	
ora-rmsi.com	
realportal.com	
realtrans.com	

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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

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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 Vetal, Armand Bonola, Stephanie Hudson, Jeffrey Neufeld, Debra Toussaint-Blackman, Rosemary Weaver, Sandra Blum, Federico Bucspun
Pending			
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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

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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 Vetel 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;

---

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
RECOVER MORE! CLOSE MORE LOANS!  GLOBAL SERVICING SOLUTIONS GLOBAL EXPERIENCE ... LOCAL EXPERTISE REALSynergy <sup>PLUS</sup> REALResolution	<a href="http://www.ocwenbusiness.com/nci.cfm#">http://www.ocwenbusiness.com/nci.cfm#</a> , <a href="http://www.ocwenbusiness.com/">http://www.ocwenbusiness.com/</a> <a href="http://www.ocwenbusiness.com/bs_loanprocessing.cfm">http://www.ocwenbusiness.com/bs_loanprocessing.cfm</a> , <a href="http://www.ocwenbusiness.com/">http://www.ocwenbusiness.com/</a>  <a href="http://www.globalservicingsolutions.com/">http://www.globalservicingsolutions.com/</a>  <a href="http://www.globalservicingsolutions.com/">http://www.globalservicingsolutions.com/</a> <a href="http://www.globalservicingsolutions.com/">http://www.globalservicingsolutions.com/</a> <a href="http://www.globalservicingsolutions.com/technology.html">http://www.globalservicingsolutions.com/technology.html</a> <a href="http://www.ocwenbusiness.com/documents/pdf/Moody_s.pdf">http://www.ocwenbusiness.com/documents/pdf/Moody_s.pdf</a>

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
synergyssoftware.com

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Copyrights

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

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Unregistered Copyrights	
Title of Material	Location
<b>BROCHURES/GUIDES/PAPERS</b>	
Outsourcing for Maximum Returns: Four rules for moving beyond cost cutting to strategic market advantage	<a href="http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#">http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#</a>
Hybrid Outsourcing Solutions: A case study on what one top loan originator did to slash underwriting costs	<a href="http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#">http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#</a>
Mortgage Industry Outsourcing Survey: What the Mortgage Industry Players Really Think	<a href="http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#">http://www.ocwenbusiness.com/BPO/bs_bpo.cfm#</a>
Commercial Outsourcing White Paper	<a href="http://www.ocwenbusiness.com/BPO/bs_resources.cfm">http://www.ocwenbusiness.com/BPO/bs_resources.cfm</a>
Monthly newsletters	<a href="http://www.ocwenbusiness.com/">http://www.ocwenbusiness.com/</a>
Your Guide to Understanding Mortgage	<a href="http://www.ocwencustomers.com/documents/pdf/Servicing_Brochure.pdf">http://www.ocwencustomers.com/documents/pdf/Servicing_Brochure.pdf</a>
Money Management 101	<a href="http://www.ocwencustomers.com/documents/pdf/UandM_Credit.pdf">http://www.ocwencustomers.com/documents/pdf/UandM_Credit.pdf</a>
Making Timely Mortgage Payments	<a href="http://www.ocwencustomers.com/documents/pdf/Timely_Payments.pdf">http://www.ocwencustomers.com/documents/pdf/Timely_Payments.pdf</a>
Understanding Your Credit Score	<a href="http://www.ocwencustomers.com/em_credit_score.cfm">http://www.ocwencustomers.com/em_credit_score.cfm</a>
Ocwen's 15 Point Loan Servicing Customer Commitment Plan	<a href="http://www.ocwencustomers.com/cp_cc.cfm">http://www.ocwencustomers.com/cp_cc.cfm</a>
Global Servicing Solutions Canada Corp. Secures First Master Servicing Contract	<a href="http://www.globalservicingsolutions.com/Press/OCN-08-02f.pdf">http://www.globalservicingsolutions.com/Press/OCN-08-02f.pdf</a>
Global Servicing Solutions LLC Establishes Loan and Real Estate Servicing Office in Canada	<a href="http://www.globalservicingsolutions.com/Press/ocn1118f.pdf">http://www.globalservicingsolutions.com/Press/ocn1118f.pdf</a>
Global Servicing Solutions Canada Corp. Receives S&P Commercial Mortgage Servicer Rating	<a href="http://www.globalservicingsolutions.com/Press/ocn0223f.pdf">http://www.globalservicingsolutions.com/Press/ocn0223f.pdf</a>
US - Structured Finance Servicer Evaluation - Commercial Mortgage Servicer : Ocwen	<a href="http://www.globalservicingsolutions.com/Press/OcwenV3.pdf">http://www.globalservicingsolutions.com/Press/OcwenV3.pdf</a>
Ocwen Live Wire Newsletters (June 2007 - October 2007)	<a href="http://www.ocwenbusiness.com/documents/doc/June_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/June_2007_Livewire.doc</a> ; <a href="http://www.ocwenbusiness.com/documents/doc/July_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/July_2007_Livewire.doc</a> ; <a href="http://www.ocwenbusiness.com/documents/doc/August_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/August_2007_Livewire.doc</a> ; <a href="http://www.ocwenbusiness.com/documents/doc/September_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/September_2007_Livewire.doc</a> ; <a href="http://www.ocwenbusiness.com/documents/doc/October_2007_Livewire.doc">http://www.ocwenbusiness.com/documents/doc/October_2007_Livewire.doc</a>
<b>SOFTWARE</b>	
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
<b>WEBSITES</b>	
globalservicingsolutions.com	
ora-rmsi.com	
realportal.com	
realtrans.com	

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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

**EXHIBIT A**

**INTELLECTUAL PROPERTY ASSIGNMENT**

WHEREAS, OCWEN FINANCIAL CORPORATION, a Florida corporation, (“**ASSIGNOR**”), having a place of business at: **1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, USA**, is either the direct or indirect owner of all right, title, and interest in and to certain intellectual property, consisting of all domestic and foreign patents, copyrights, trade names, domain names, trademarks, service marks, registrations and applications for any of the foregoing, databases, mask works, inventions, 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, and other proprietary information, technical and other data, trade secrets, confidential or proprietary information, lists, documents, and other proprietary rights, including without limitation those contained on the attached schedule and those set forth in Exhibits A-D (collectively, the “**Intellectual Property**.”) used in connection with ASSIGNOR’s business as it relates to business process and knowledge process outsourcing; and

WHEREAS, **ALTISOURCE Solutions S.à r.l.**, a société à responsabilité limitée organized under the laws of Luxembourg (“**ASSIGNEE**”), seeks to acquire all right, title, and interest in and to the Intellectual Property, including the goodwill represented thereby, and all applications and registrations for the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title, and interest in and to the Intellectual Property, including all applications and registrations for the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property, and the right to sue for and collect all awards, proceeds, and compensation accruing for past infringements of the Intellectual Property. In furtherance hereof, Assignor and Assignee hereby agree to execute all necessary documents to accomplish this Assignment, including executing documents that are substantially in the forms attached hereto as follows:

- Exhibit I - Assignment of Patents
- Exhibit II - Assignment of Trademarks
- Exhibit III - Assignment of Copyrights
- Exhibit IV - Assignment of Domain Names

ASSIGNOR

By: /s/ Ronald M. Faris  
Name: Ronald M. Faris  
Title: President  
Date: August 10, 2009

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ASSIGNEE

By: /s/ William B. Shepro  
Name: William B. Shepro  
Title: Manager  
Date: August 10, 2009

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**EXHIBIT I  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT**

**Company To Company Assignment  
(WORLDWIDE PATENT RIGHTS)**

WHEREAS, **Ocwen Financial Corporation** (hereinafter referred to as "ASSIGNOR"), having a place of business at: **1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, USA**, is the owner of the entire right, title and interest in and to U.S. and foreign Patent Applications and/or U.S. and foreign Patents attached hereto as Schedule A (the "Patent Rights") and the inventions claimed therein (the "Inventions"); and

WHEREAS, **Altisource Solutions S.à r.l.** (hereinafter referred to as "ASSIGNEE"), having a place of business at: **2-8 Avenue Charles De Gaulle, L-1653 Luxembourg**, is desirous of acquiring the full and exclusive right in and to said Inventions and all documents and things relating to the conception, reduction to practice and/or practice of the Inventions (the "Related Documents") and the entire right, title and interest in and to said Patent Rights, including any Letters Patent which may be granted therefor, in the United States and its territorial possessions and in any and all foreign countries, including any and all divisions, continuations, substitutions, renewals, re-examination, extension and reissues thereof, and any other applications claiming priority thereto;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR, by these presents, does sell, assign and transfer unto said ASSIGNEE the full and exclusive right in and to said Inventions, Patent Rights, and Related Documents in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest, including the right to sue for past infringement, if any, and all rights pursuant to 35 U.S.C. §154, in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possession and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals, re-examination, extension and reissues thereof, and any other applications claiming priority thereto;

ASSIGNOR hereby authorizes and requests the Patent Office Officials in the United States and its territorial possessions and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of the entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE and said

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ASSIGNEE’s successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR:

OCWEN FINANCIAL CORPORATION

Date: August 10, 2009

/s/ Ronald M. Faris  
By: Ronald M. Faris  
Title: President

ASSIGNEE:

ALTISOURCE SOLUTIONS S.À R.L.

Date: August 10, 2009

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

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SCHEDULE A  
TO  
Company To Company Assignment  
(WORLDWIDE PATENT RIGHTS)

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 Vetal, 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

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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 Vetel 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;

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EXHIBIT II  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT

**TRADEMARK ASSIGNMENT**

WHEREAS, **Ocwen Financial Corporation**, a Florida corporation, having a place of business at **1661 Worthington Road, West Palm Beach, Florida 33409** (hereinafter “**ASSIGNOR**”), is the owner of all right, title, and interest in, under and to the trademarks listed in Schedule A attached hereto (hereinafter the “Trademarks”); and

WHEREAS **Altisource Solutions S.à r.l.**, a société à responsabilité limitée organized and existing under the laws of Luxembourg, having a place of business at **2-8 Avenue Charles De Gaulle, L-1653 Luxembourg** (hereinafter “**ASSIGNEE**”), is desirous of acquiring said Trademarks and the registrations and applications therefor, along with the goodwill of the business pertaining thereto.

NOW, THEREFORE, for the sum of FIVE DOLLARS (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR does hereby assign unto the said ASSIGNEE all right, title and interest in, under and to the said Trademarks, together with the goodwill of the business symbolized by the trademarks, the right to bring suit and recover damages for past infringement, and the registrations and applications therefor. ASSIGNOR hereby agrees to execute any additional documents to accomplish this Assignment.

**ASSIGNOR:**

**OCWEN FINANCIAL CORPORATION**

Date: August 10, 2009

/s/ Ronald M. Faris  
By: Ronald M. Faris  
Title: President

**ASSIGNEE:**

**ALTISOURCE SOLUTIONS S.À R.L.**

Date: August 10, 2009

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

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SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT

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

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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

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**EXHIBIT III**  
**TO**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

**ASSIGNMENT OF COPYRIGHT**

WHEREAS, **Ocwen Financial Corporation**, a Florida corporation, having a place of business at **1661 Worthington Road, West Palm Beach, Florida 33409** (hereinafter “**ASSIGNOR**”) owns the copyright in and to the work(s) shown on the attached Schedule A (hereinafter “the Work(s)”) and has agreed to transfer to **Altisource Solutions S.à r.l.**, a société à responsabilité limitée organized and existing under the laws of Luxembourg, having a place of business at **2-8 Avenue Charles De Gaulle, L-1653 Luxembourg** (hereinafter “**ASSIGNEE**”) all right, title, and interest in and to the Work(s); and

WHEREAS, ASSIGNEE desires to acquire all right, title, and interest in and to the Work(s).

NOW, THEREFORE, for FIVE DOLLARS (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE, its successors and assigns, the entire right, title, and interest that ASSIGNOR owns or may be deemed to own in and to the copyright(s) in the Work(s) throughout the world, and the right to sue for and collect all awards, proceeds, and compensation accruing for past infringements of the copyright(s) in the Work(s). In furtherance hereof, ASSIGNOR hereby agrees to execute any additional documents to accomplish this transfer.

**ASSIGNOR:**

**OCWEN FINANCIAL CORPORATION**

Date: August 10, 2009

/s/ Ronald M. Faris

By: Ronald M. Faris

Title: President

**ASSIGNEE:**

**ALTISOURCE SOLUTIONS S.À R.L.**

Date: August 10, 2009

/s/ William B. Shepro

By: William B. Shepro

Title: Manager

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SCHEDULE A  
TO  
ASSIGNMENT OF COPYRIGHT

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

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**EXHIBIT IV  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT**

**DOMAIN NAME ASSIGNMENT**

WHEREAS, **Ocwen Financial Corporation**, a Florida corporation (“ASSIGNOR”), has registered and is the current owner of the domain names listed in Schedule A (the “Domain Names”);

WHEREAS, ASSIGNOR desires to transfer to **Altisource Solutions S.à r.l.**, a société à responsabilité limitée of Luxembourg (“ASSIGNEE”), all right, title, and interest in and to said Domain Names; and

WHEREAS, ASSIGNEE is desirous of acquiring said Domain Names.

NOW, THEREFORE, for the sum of FIVE DOLLARS (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, transfers, and conveys to ASSIGNEE, its successors, transferees, and assignees, all of ASSIGNOR’s right, title, and interest in and to said Domain Names. ASSIGNOR hereby agrees to execute any additional documents to accomplish this Assignment.

**ASSIGNOR:**

**OCWEN FINANCIAL CORPORATION**

Date: August 10, 2009

/s/ Ronald M. Faris  
By: Ronald M. Faris  
Title: President

**ASSIGNEE:**

**ALTISOURCE SOLUTIONS S.À R.L.**

Date: August 10, 2009

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

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SCHEDULE A  
TO  
DOMAIN NAME ASSIGNMENT

**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  
Alitsourcebid.com  
Alitsourcebid.net  
Alitsourcebid.org  
Alitsourcebid.us  
Alitsourcebid.biz  
Alitsourcehomes.com  
Alitsourcehomes.net  
Alitsourcehomes.us  
Alitsourcehomes.org  
Alitsourcehomes.biz  
Altisource-homes.com  
Altisource-homes.net  
Altisource-homes.us  
Altisource-homes.org  
Altisource-homes.biz

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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  
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altisourceportfoliosolutions.net  
altisource.org  
altisourceportfoliosolutions.org  
altisourceportfoliosolution.com  
globalservicingsolutions.com

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