

PrecisionLender Terms of Service

Customer acknowledges and agrees to the following terms of service, which together with the terms of the license agreement entered into between Customer and Lender Performance Group LLC and its Subsidiaries and Affiliates ("PrecisionLender", "the Company", "we", "us" and/or "our"), shall govern Customer's access and use of the Service (the "Agreement") unless agreed to otherwise in writing signed by both parties. Capitalized terms not otherwise defined herein shall have the meaning given to them in the agreement signed by the Customer. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new service(s) and product(s) subsequently purchased and/or used by the Customer (collectively, the "Services") will be subject to this Agreement.

Article 1. Definitions

1.1 "Customer Data" shall mean any data, information, or other materials of any nature whatsoever, provided to the Company by Customer in the course of implementing and/or using the Services. For avoidance of doubt, Customer Data does not include Metadata.

1.2 "Electronic Communications" shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically.

~~2.3 "Nonpublic Personal Information" means any Customer Data that is defined in 15 USC Section 6809(4) of the Gramm-Leach-Bliley Act ("GLBA").~~

2.41.3 "Metadata" shall mean any data obtained by the Company from the Customer and its end users' use of the Services. Metadata shall not include Customer Data, but may include usage data derived from Customer Data, so long as Customer Data is not disclosed or discernable from the Metadata.

1.4 "Personal Data" means any "personal information" or "personally identifiable information" as defined by the Data Protection Laws and Regulations that are applicable to the Services; and any information that relates to a living individual who can be identified either from that information alone or when combined with other information.

1.5 "Consumer" is defined in 15 USC Section 6809(9) of the Gramm-Leach-Bliley Act ("GLBA").

Article 2. Customer's Use of the Services

2.1 Accuracy of Customer's Contact Information. Customer agrees to provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.2 Passwords, Access, and Notification. Customer must designate users under Customer's account and must provide and assign unique passwords and user names to each authorized user. Customer agrees that Customer is prohibited from sharing passwords and/or user names with any unauthorized user. Customer will also be responsible for the confidentiality and use of Customer's users' passwords and user names.

2.3 Personal Data. The Services provided by the Company do not require any Personal Data to function. Customers may, however, at their own discretion choose to upload limited amounts/types of this information when utilizing parts of the Services (e.g. commercially-relevant names). The data provided is solely controlled and determined by the Customer and the Company recommends that the concept of minimum necessary is utilized, as well as, having appropriate protections in place including the hashing of certain data fields. It is solely the Customer's responsibility to ensure that end users are trained to limit the use of Personal Data and to properly safeguard it. Consumer information such as social security numbers, driver's license numbers, and financial account numbers should never be provided to the Company or uploaded and/or entered into the Services ("Prohibited Customer Data").

2.4 Electronic Communications. Customer will be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, Personal Data, and all other data of any kind contained within emails or otherwise ~~entered electronically through the Service or under Customer's account. Customer shall not send to PrecisionLender (by email or otherwise) or enter electronically through the Service: (i) at any time, any Nonpublic Personal Information relating to its Consumers,, or (ii) after implementation of the Service, any social security numbers, driver's license numbers, financial account numbers, passwords, tax identification numbers or customer information file (CIF) numbers for any customer ("Prohibited Customer Data"). Any Electronic Communication of Customer Data during the implementation of the Service uploaded and/or entered into the Services or under Customer's account. Any Electronic Communication of Customer Data via email~~ shall be communicated in writing to, and acknowledged in writing by, the receiving party prior to transmission by the sending party, and such transmissions shall be fully encrypted. The

Company will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Each party agrees to immediately notify the other if Customer inadvertently sends, or PrecisionLender receives, any Prohibited Customer Data. Customer agrees that the Company is not responsible and shall have no liability: (i) for any Prohibited Customer Data, or (ii) for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by the Company, including, but not limited to, the Internet. In addition, Customer agrees that the Company is not responsible and shall have no liability for any and all third-party information that may be provided to Customer through the Service (e.g. through the integration of the Service with a third party's CRM application).

2.5 Lawful Conduct. Each party agrees to comply with all applicable local, state, federal and foreign laws, treaties, regulations, and conventions in connection with the Services. Neither party will send any Electronic Communications from the Services that are unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by this Agreement, no part of the Services may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Services by any means other than through the interfaces that are provided by the Company. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Services available to any unauthorized user, including but not limited to, by "mirroring" or "framing" any part of the Services, or by creating Internet links to the Services which include log-in information, user names, passwords, and/or secure cookies. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including but not limited to rights of trade secrets, publicity and privacy) without first obtaining the permission of the owner of such rights. Customer shall ensure that any use of the Services by Customer's employees (or Customer's other authorized users) is in accordance with the terms and conditions of this Agreement.

2.6 Data Processing Addendum. If the Customer is in the European Union or are otherwise subject to the territorial scope of Regulation (EU) 2016/679 (General Data Protection Regulation) or any successor legislation, the Data Processing Addendum will apply and is hereby incorporated into this Agreement.

2.7 Customer Support. The Company will make commercially reasonable efforts to promote Customer's successful utilization of the Services, including but not limited to providing Customer with online help and video training sessions, telephone and email accessed support during standard business hours, and free access to webinars. Additional customer support may be acquired pursuant to a separate Statement of Work as set forth below.

2.8 Statements of Work. Unless otherwise specifically set forth in the Agreement or a separate Statement of Work (SOW) signed by both parties, the functionality provided by the Company under the Agreement does not include custom software development, Premium Andi Services, Premium PrecisionLender L3 Services, custom APIs, custom API managed services and/or additional custom services, products or functionality of any kind for the Services provided under the Agreement. Any such additional Service may only be provided by Company to Customer pursuant to a separate SOW signed by both parties that specifically outlines the applicable deliverables and the associated fees, costs and timelines.

2.9 APIs. Unless otherwise specifically set forth in the Agreement or a separate SOW signed by both parties, the APIs that are made available by the Company under the Agreement are: (i) not to be used by Customer (and Customer shall not assist a third party to) in any way circumvent the licensing required in the Agreement to use the Services, or in any manner that could potentially undermine the security of the Services; (ii) not designed, and shall not be used by Customer, for bulk data downloads or high-volume data extractions; (iii) rate limited; and (iv) subject to any and all restrictions and policies implemented by Company from time to time. The Company's API-related responsibilities under this Agreement extend only to the Company's ability to deliver data to the Customer's API endpoints.

2.10 Customer Data Access. Unless otherwise specifically set forth in the Agreement or a separate SOW signed by both parties, and except as set forth in Section 7.3 below (Handling of Customer Data in the Event of Termination), the Company shall only be required to provide regular access to Customer Data through the user interface data feeds in the Service that are generally made available to all Customers as a part of the basic Service, subject to any and all restrictions and policies implemented by Company from time to time, provided that such restrictions and policies are in a manner consistent with the

Company's other similar customers. Additional access and enhancements to Customer Data can be acquired through a SOW and/or Premium PrecisionLender L3 Services.

Article 3. Proprietary Rights

3.1 Trademark Information. PrecisionLender, the PrecisionLender logo, and other PrecisionLender service marks, including but not limited to any ANDI service marks, as well as any logos and product and service names are marks of the Company and its licensors (the "PrecisionLender Marks"). Customer agrees not to display or use the PrecisionLender Marks in any manner without the Company's express prior written permission.

3.2 Confidential Information. For purposes of this Agreement, confidential information shall include the terms of this Agreement, Customer Data, including any Personal Data, and any information that is clearly identified in writing at the time of disclosure as confidential or that the receiving party should, in the exercise of reasonable judgment, recognize to be confidential ("Confidential Information"). Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights under this Agreement; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient; and (5) was rightfully in the recipient's possession at the time of disclosure. Notwithstanding the foregoing, this section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation. Each party undertakes, within ten (10) business days of written notice from the disclosing party, (i) to return the Confidential Information in its possession, custody or control, together with all copies thereof; or (ii) on direction by the disclosing

party, to destroy by using reasonable and appropriate destruction methods, all documents and other material in its possession, custody or control which bear or incorporate any part of the disclosing party's Confidential Information and to certify to the disclosing party that this has been done; provided, however, that it may retain one (1) copy of such materials for archival purposes. In the event either party sustains a breach in the security of the other's Confidential Information, that party shall immediately notify the other party of said breach take any and all necessary steps to insure and further protect the safety and integrity of any Confidential Information remaining in the receiving party's possession, and perform an internal investigation as to what Confidential Information was breached.

3.3 License from Customer. Customer understands and agrees that it is the Company's practice to make backup copies of the Customer Data in Customer's account. Customer acknowledges and agrees that the Company may store and maintain such data. Subject to the terms and conditions of this Agreement, Customer grants the Company a royalty-free, worldwide, transferable, sublicensable, and (a) revocable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use Customer Data to the extent necessary to provide the Services to Customer, and (b) irrevocable, perpetual license to (i) use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Services, which shall be the property of the Company; and (ii) aggregate Customer Data with data from other sources. Customer acknowledges that Customer Data which has been aggregated with data from other sources, including potentially other PrecisionLender customers, or from which all information which specifically identifies Customer or its authorized users as the source of such data has been removed (including where non-attribution has been achieved by using differential privacy technology), as well as any Metadata, shall be the sole property of PrecisionLender, which may be used and disclosed by PrecisionLender as it sees fit in its sole discretion. To the extent Customer uses the Premium ANDI Services and/or Premium PrecisionLender L3 Services (e.g. to create ANDI Skills and/or PrecisionLender L3 Notebooks) (collectively "Premium Services"), Customer grants the Company a royalty-free, perpetual, worldwide, transferable, sublicensable license to access, copy, store, create derivative works, digitally transmit, publicly display, and distribute the work product created by Customer. To the extent Customer designates its work product from such Premium Services for public dissemination (e.g. in the ANDI Skills Manager and/or the PrecisionLender L3 Library) ("Publicly Available Assets"), such license shall also include the right to publicly distribute and sell such designated Publicly Available Assets and shall be subject to the terms of a separate agreement regarding such Publicly Available Assets.

Customer acknowledges that it is solely responsible for obtaining all required authorizations from any third parties to use any Premium Services that require access or use of third-party intellectual property, services or data. Customer shall solely be responsible, and indemnify the Company, for its Premium Services usage and for any Publicly Available Assets, except where liabilities are incurred due to the Company's breach of its obligations hereunder. If Customer and the Company jointly develop any functionality using the Premium Services, then the parties shall jointly and equally own the rights in such functionality with no obligation to account to the other party for exploitation of such functionality. The Company reserves the right, in its sole and absolute discretion, to delete or disable access to any Premium Service and/or Publicly Available Assets and/or its use in conjunction with the Services.

Article 4. Warranties

4.1 Warranty of Functionality. The Company warrants to Customer during the Term that the Services will achieve in all material respects the functionality described on PrecisionLender's website or pursuant to an SOW for the functionality purchased by Customer under the Agreement and that such functionality will be maintained in all material respects in subsequent upgrades to the Services. Customer will not have any ability to review, refuse, delay or alter any upgrades to the Services that are applied to the Company's other similar customers. The Company does not warrant that the Services will be error-free. Customer's sole and exclusive remedy for the Company's breach of this warranty shall be that the Company shall be required to use commercially reasonable efforts to modify the Services to achieve in all material respects the material functionality described herein and if the Company is unable to restore such functionality, Customer shall be entitled to terminate the portion of the Agreement relating to that functionality or the Agreement (as applicable) and shall be entitled to receive a pro-rata refund of the applicable license fees paid under the Agreement for its use of the Service for the terminated portion of the Term. The Company shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@PrecisionLender.com. This warranty is made to and for the benefit of Customer only, and shall only apply if the applicable Services have been used in accordance with this Agreement and applicable law.

4.2 Service Level Warranty. The Company will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which the Company shall give at least 4 hours' notice via the Services and

which the Company shall schedule to the extent practicable during the weekend hours), and (b) any unavailability caused by circumstances beyond the Company's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

4.3 Customer Warranty. Customer represents and warrants that it will use the Services (including specifically any Premium Services) only for lawful purposes, and that Customer will not use the Services to violate any law, regulation or ordinance or any right of the Company, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, patent or other intellectual property rights.

4.4 Disclaimer of Warranties. EXCEPT AS STATED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. CUSTOMER ACKNOWLEDGES THAT ANY FUNCTIONALITY MADE AVAILABLE THROUGH ANY COMPANY SERVICES (INCLUDING SPECIFICALLY ANY PUBLICLY AVAILABLE ASSETS) ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND AND THAT THE COMPANY AND ITS LICENSORS AND AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY USE OF SUCH FUNCTIONALITY, WHICH ARE PROVIDED SOLELY FOR CUSTOMER'S CONVENIENCE. ANY USE OF THIRD-PARTY FUNCTIONALITY THAT IS MADE AVAILBLE TO CUSTOMER THROUGH THE SERVICE MAY BE SUBJECT TO SEPARATE TERMS OF USE WITH SUCH THIRD PARTY.

Article 5. Limitations of Liability

CUSTOMER AGREES THAT THE CONSIDERATION WHICH THE COMPANY IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY THE COMPANY OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE LICENSORS OR AFFILIATES, BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING, BUT NOT LIMITED

TO, LOSS OR DISCLOSURE OF CUSTOMER DATA, LOST REVENUE, LOST PROFITS, OR LOSS OF OTHER ECONOMIC ADVANTAGE) ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION TO THE MAXIMUM EXTENT PERMITTED BY LAW ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. Except with regard to amounts due under this Agreement or willful misconduct, the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Services, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the equivalent of 12 months in license fees applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this section are integral to the amount of fees charged in connection with the license of the Services and that, were the Company to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

Article 6. Indemnification

6.1 The Company's Indemnity. The Company will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including but not limited to, reasonable attorney's fees) (collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of a claim that the use of the Service infringes any intellectual property rights of third parties (except to the extent such claim arises due to the use of the Service with any software, material or data not provided by the Company); provided that Customer (a) promptly gives the Company notice of the claim, suit, action or proceeding; (b) gives the Company sole control of the defense and related settlement negotiations; and (c) provides the Company with all reasonably available information and assistance necessary to perform the Company's obligations under this paragraph. If the Service is held to infringe, the Company will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; or (b) to replace the Service with a non-infringing Service. If the Company fails to comply with this section, Customer shall be entitled as its sole and exclusive remedy to terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for the terminated portion of the Term. The

indemnification obligations contained in this section shall survive termination of this Agreement.

6.2 Customer's Indemnity. Customer shall indemnify, defend, and hold the Company, and its licensors and affiliates, harmless from and against any and all Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Company which arise out of or result from a claim by a third-party (i) alleging that the Customer Data or Customer's intellectual property or any Publicly Available Assets infringes the intellectual property rights of third parties, and (ii) arising out of Customer's use of the Service(s) in violation of this Agreement, provided that the Company (a) promptly provides Customer notice of the claim, suit, action, or proceeding; (b) gives Customer sole control of the defense and related settlement negotiations; and (c) provides Customer with all reasonably available information and assistance necessary to perform Customer's obligations under this paragraph. The indemnification obligations contained in this section shall survive termination of this Agreement.

Article 7. Suspension/Termination

7.1 Suspension for Delinquent Account. The Company reserves the right to suspend Customer's access to and/or use of the Services (and that of any customer of the Company that controls, is controlled by, or is under common control with Customer) (a "Customer Affiliate")) for any accounts for which any payment is due but unpaid but only after the Company has provided Customer a delinquency notice, and at least fifteen (15) days have passed since the transmission of the first notice ("Delinquent Account Status"). The Company also reserves the right to suspend Customer's access and/or use of the Services in the event that any Customer Affiliate account is in Delinquent Account Status. Customer agrees that the Company shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Services resulting from Customer's nonpayment of fees as described in this section.

7.2 In the Event of Breach. Either party may terminate this Agreement upon thirty (30) days formal written notice to the other party in the event of a material breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice"). Following receipt of such Notice, the alleged breaching party shall have thirty (30) days to cure such alleged breach, after which time the Agreement shall terminate only if the alleged breach was not cured. Upon termination or expiration of this Agreement, Customer shall

have no rights to continue use of the Services. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that the Company shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach on the Company's part, we shall refund the pro rata portion of any fee paid by Customer for the terminated portion of the Term.

7.3 Handling of Customer Data in the Event of Termination. Customer agrees that following termination of Customer's account and/or use of the Services, the Company may immediately deactivate the Customer's account. In the event that Customer's Services with the Company terminate, the Customer temporary may request in writing, and the Company shall grant, limited access to the Services for thirty (30) days after the effective date of termination for the sole purpose of retrieving lawful Customer Data, provided that Customer has paid in full all good faith and undisputed amounts owed to the Company. After such 30-day period, the Company shall have no obligation to maintain or provide any of Customer's data. Customer agrees that the Company shall not be liable to Customer nor to any third party for any termination of Customer access to the Services or deletion of Customer Data, provided that the Company is in compliance with the terms of this section. At any point during the term of the Agreement or upon termination, upon Customer's request, the Company shall delete any Customer Data. Nothing herein shall require the Company to delete any Customer Data or any Metadata meeting the aggregation and anonymity requirements herein, which shall remain the exclusive property of the Company.

Article 8. Taxes

Customer is responsible for paying all local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sale, use or withholding taxes ("Taxes"), excluding only Taxes based on the Company's net income. If the Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

Article 9. Modification to the Terms of Service

These Terms of Service may be amended by the Company in its discretion by providing advance immediate notice of any material change to a user designated as an administrator of Customer's account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to

the registered email address provided for the administrator(s) for Customer's account. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify the Company via legal@PrecisionLender.com within thirty (30) days after receiving notice of the change. If Customer notifies the Company as required, then Customer will remain under the Terms of Service in effect immediately prior to the change until the end of the then current license term for such Customer. If the license term is renewed by such Customer, it will be renewed under the Company's then current Terms of Service unless agreed to otherwise in writing.