

LIFTFORWARD PLATFORM USAGE AGREEMENT

Last Modified: April 2, 2024

This LiftForward Platform Usage Agreement (“Usage Agreement”) is by and between You or the entity You represent (“**You**” and “**Your**”) and LiftForward, Inc. (“**LiftForward**”).

This Agreement includes this introduction, general terms, definitions, services terms, and incorporated documents and terms and forms a legal agreement between LiftForward and You.

This Agreement governs Your use of the LiftForward Platform in order to support the sale or delivery of Products to Customers under a Program.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LiftForward and You (each a “Party”, collectively, the “Parties” or “parties”) agree as follows:

1. Defined Terms. As used in this Agreement, the following terms will have the following meanings, applicable both to the singular and the plural forms of the terms defined:

- a. “**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. For purposes of this definition, “**control**”, as applied to any Person, means the possession, directly or indirectly, of the power to vote a majority of the securities having voting power for the election of directors (or other Persons acting in similar capacities) of such Person or otherwise to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.
- b. “**Applicant**” means a Customer that has submitted or is in the process of submitting an Enrollment Application as described in Program Contracts.
- c. “**Borrower**” means a Customer that has received financing pursuant to an Enrollment Agreement as described in Program Contracts.
- d. “**Brand(s)**” means an organization that owns Products that it is making available to Customers through Programs.
- e. “**Business Day**” means any day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by local law to be closed.
- f. “**Change of Control**” means, with respect to a Party: (i) the sale, transfer, assignment or other disposition of all or substantially all of the assets of the Party or its Affiliates to a third party; or (ii) acquisition, whether directly or indirectly, by any entity, group, or group of entities acting in concert, of direct or indirect beneficial ownership of more than fifty percent (50%) (or such lesser percentage that constitutes control) of the outstanding voting securities or other ownership interests, or the right to appoint a majority of the board of directors, of the Party.
- g. “**Confidential Information**” of a disclosing party means any confidential information, whether or not protected by a patent, copyright and/or trade secret, that has been provided or made available orally or in writing by the disclosing party or any of its Affiliates to the receiving party, including without limitation any and all financial, business, customers,

clients or suppliers and strategic data pertaining to the disclosing party and its Affiliates.

- h. “**Customer**” means any Person that is, or seeks to become, through a Program, an end user of Program Products and is acquiring such Program Products for personal use.
- i. “**Customer Information**” means all information and lists of Customers obtained or maintained by a Party in connection with the Program.
- j. “**Customer List**” means (a) any list containing Customer Information and (b) any list which identifies or provides a means of differentiating any Person as a Customer, in either case, whether in tangible or electronic form.
- k. “**Enrollment Agreement**” means each agreement between Lender and a Borrower as described in Program Contracts.
- l. “**Enrollment Application**” means the application process by which an individual may request financing through the Program Interface and LiftForward System.
- m. “**Enrollment Services**” means the services performed or to be performed by the Lender under the terms of Program Contracts.
- n. “**Enrollment Transaction**” means the issuance of financing to support a Customer’s purchase of a Product Bundle as described in Program Contracts.
- o. “**Equipment**” means physical Products, hardware, devices or other goods that are set forth in a LiftForward Platform Services Agreement.
- p. “**Governmental Authority**” means any federal, state or local government, governmental, administrative or regulatory authority (including any self-regulatory body or authority), agency, court, tribunal, commission or other entity exercising executive, legislative, administrative or judicial functions in the United States, any city, state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, including the OCC, FDIC, CFPB, FTC, any state Attorney General, banking department or financial institutions regulator and any local, state or federal governmental or regulatory authority having jurisdiction or exercising regulatory authority or similar oversight with respect to Service Provider, LiftForward and/or the Program.
- q. “**Legal Requirements**” means all applicable laws, statutes, regulations and codes from time to time in force.
- r. “**Lender(s)**” means an organization that provides financing to allow Customers to obtain Products under a Program.
- s. “**LiftForward System**” or “**LiftForward Platform**” means the back-end systems, including related software, applications, tools, APIs and documentation, developed or employed by LiftForward to (i) facilitate its involvement with Program(s), (ii) support customer service Personnel employed by Service Provider or other Program Participants and (iii) establish a translation layer to enable Program Participants with a consistent enrollment, payment, fulfillment and Upgrade experiences for Programs.
- t. “**LiftForward Ticketing System**” means a portal provided and managed by LiftForward for Service Provider, Merchant(s) and other Program Participants to submit any issues that LiftForward is being requested to investigate and/or resolve.
- u. “**Losses**” means any losses, liabilities, credit fraud losses, judgments, awards, settlements,

damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of un-Affiliated third parties and all claims, causes of action and suits by un-Affiliated third parties, including without limitation employees, subcontractors or agents of the indemnified party and its Affiliates.

- v. "**Marks**" means the trade names, trademarks, service marks and logos of a party as specified in a LiftForward Platform Services Agreement.
- w. "**Merchant(s)**" means organizations that use Program Channels to allow Customers to purchase Products as part of a Program.
- x. "**MSRP**" means the manufacturer's suggested retail price for Products, which may or may not be exposed to Customers.
- y. "**Person**" means any individual, partnership, joint venture, corporation, trust, unincorporated organization, government (and any department or agency thereof) or other entity.
- z. "**Personal Data**" means any data, information and/or records of or pertaining to a Party's Customers collected or obtained in connection with the Program.
- aa. "**Personnel**" means the Affiliates, employees, officers, directors, representatives, agents and/or independent contractor(s) of a Party.
- bb. "**Product(s)**" or "**Program Product(s)**" means any Equipment or Service that is sold individually or as a bundle in a single transaction as defined in a LiftForward Platform Services Agreement.
- cc. "**Product Value**" or "**Product Bundle Value**" means the MSRP (including applicable sales, value-added and excise taxes and any other applicable governmental charges and duties, environmental handling charges and other levies, and, if applicable, shipping costs) of the Program Product, regardless of what the Customers pay for the Product, or if is bundled with other Products and not separately exposed to the Customer ("Product Bundles"). Therefore, the Product Value for purposes of this Agreement will be MSRP even if the Customer is paying less than MSRP or nothing for the Program Product.
- dd. "**Program**" has the meaning set forth in a LiftForward Platform Services Agreement.
- ee. "**Program Channel(s)**" or "**Service Provider Channel(s)**" means call centers, retail locations, websites or other locations that are owned or operated by You, Your Merchant Partner, Your Subcontractors, Program Participants or Affiliates to sell, or facilitate the sale of, Program Products as well as all mail order, catalog, and other direct access media (including all mobile media, whether or not accessible through a website) that are owned or operated by You, Your Merchant Partner, Your Subcontractors or other Program Participants.
- ff. "**Program Contracts**" means additional agreements that Program Participants may enter into with each other as part of a Program.
- gg. "**Program Data**" means data from Program Products, including unique IDs, that have been scanned or collected by You or other Program Participants and sent to LiftForward via LiftForward System.
- hh. "**Program Materials**" means the marketing, statements and other collateral material for the Program created by or on behalf of You, Your Subcontractors or other Program Participants that include reference to Program Products, but excluding any aspect of such collateral that

was provided by Liftforward or that constitute LiftForward Program Materials.

- ii. **“Program Participants”** means any combination of LiftForward, You, Your Subcontractors, Merchants or other approved organizations that participate in a Program. If Program Participants enter Program Contracts, they would be referenced in LiftForward Platform Services Agreements.
- jj. **“Sales Transaction”** means the purchase of Products through use of the LiftForward System.
- kk. **“Services”** means the software, subscriptions, professional services, warranties or other non-Equipment items set forth a LiftForward Platform Services Agreement.
- ll. **“Territory” or “Territories”** means the Territory, and its territories and possessions, as defined in a LiftForward Platform Services Agreement.
- mm. **“Upgrade”** means the exchange of Products after the Customer satisfies applicable terms and conditions set forth in a Program and, if applicable, through Program Contracts.
- nn. **“Your Merchant Partner(s)”** means a Merchant that uses Your System to sell Products for a Program.
- oo. **“Your Subcontractor(s)”** means an organization that provides You with services for Your System to support a Program.
- pp. **“Your System”** means the back end and front-end systems, including related software, applications, tools and documentation, developed or employed by You, or Your Subcontractor(s), to facilitate its involvement with Program(s), including the transfer of data and information between LiftForward and You.

2. The Program.

- a. Systems; Ownership. All expectations and obligations of the uses of the LiftForward Platform and Your System to sell Products to Customers are, or will be, described in one, or more, of a LiftForward Platform Services Agreement, LiftForward Platform Master Services Agreement and/or LiftForward Platform Statement of Work between You and LiftForward (collectively, “LiftForward Platform Services Agreement(s)”).
- b. Key Program Terms. See LiftForward Platform Services Agreement.
- c. Parties’ Related Covenants and Responsibilities.
 - i. Systems; Cooperation. LiftForward shall provide and operate the LiftForward System and You shall provide and operate the Your System, with each Party paying their own out of pocket costs and expenses with respect to its System initially as part of the Systems’ integration and ongoing throughout the Term, all consistent with their respective roles to facilitate Customers’ purchase of Products in connection with the Program. Throughout any Term described in a LF Service Agreement LiftForward will provide and manage, and You will connect with, a purchase interface having the minimum functionality set forth in a LF Service Agreement (the “Program Interface”).

- ii. Your Personnel. You shall be responsible for managing any of Your Personnel that sell Products. LiftForward acknowledges that You may engage third party subcontractors to provide systems and solutions related to Your fulfillment of Your obligations under a LiftForward Platform Services Agreement (“Your Subcontractors”). Accordingly, Your Systems that are integrated with the LiftForward Systems may be those of one or more of Your Subcontractors.
- iii. Compliance With Legal Requirements. Service Provider and LiftForward shall each comply with all Legal Requirements applicable to the Program.

iv. Service Integration and Use.

(a) Your System will provide (via the Program Interface and LiftForward System) (i) certain Customer information, if needed, identified in a LiftForward Platform Services Agreement (“Personal Data”) (ii) any Program Data collected by You at the time of purchase, return, replacement or exchange, ensuring that Program Data is associated with the correct Program Product, (iii) for each call that You make to the LiftForward System, a unique indicator or attribute that LiftForward will provide to You for Your Program or for each Merchant Partner (“LF API Key”) and (iv) You will adhere to the procedures in a LF Service Agreement to remediate any errors identified in the transmission of Program Data.

(b) Notwithstanding anything to the contrary in an LiftForward Platform Services Agreement, You may make modifications relating to a Program, except that if such a modification may be reasonably expected to impact LiftForward compliance with Legal Requirements, then You and LiftForward shall discuss such modification prior to implementation to ensure that both Parties remain in compliance with Legal Requirements in connection with a Program.

(c) Relationship of Parties. LiftForward and You will at all times be and remain independent contractors with respect to each other, and neither will have any fiduciary duty to the other as a partner, co-venturer, joint owner or the like. No Party shall have the right to bind or attempt to bind any other Party to any contract or agreement with any third party, including any Customer.

(d) LiftForward System Modifications. You acknowledge that LiftForward may need to make modifications to the LiftForward System from time to time, including to comply with Legal Requirements. Accordingly, You agree that LiftForward reserves the right to modify the LiftForward System and any underlying systems or infrastructure from time to time, without notice to You, including as may be required in order for LiftForward to comply with Legal Requirements. To the extent that any modification requires changes to Your Systems then LiftForward will provide You with: (a) as much advanced warning as possible; and (b) technical assistance in implementing any resulting changes.

(e) LiftForward System Restrictions. During the Term, You will not, nor cause or otherwise permit any other Person to: (i) modify, translate, reverse engineer, decompile, disassemble, tamper with, create any derivative work based

on or attempt to derive the source code of any portion of the LiftForward System or any related software, systems or other technology that the LiftForward System may use; (ii) make unauthorized copies of the LiftForward System; (iii) convey, distribute, market, license or sublicense the LiftForward System, except to the extent expressly permitted under this Agreement; (d) remove any proprietary notices, labels or other Marks on, or in any copies of the LiftForward System; (e) alter or remove any warranties, disclaimers, license agreements provided with, presented by or otherwise included within the LiftForward System; or (f) use the LiftForward System for any purpose other than as contemplated under this Agreement.

3. Representations and Warranties.

- a. Mutual Representations. LiftForward and You each represent and warrant to the other as of the date of this Agreement that (i) it is a legal entity, duly organized, validly existing and, in the case of each of LiftForward and You, in good standing under the laws of its jurisdiction of organization and is duly qualified to do business; (ii) it has the full power, authority and legal right under the Legal Requirements to conduct its business and to enter into and perform its obligations under this Agreement; (iii) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; (iv) it has obtained and possesses all necessary permits, certificates, licenses, consents, approvals, and authorizations of or from all Governmental Authorities, to operate as may be required by Legal Requirements; (v) the execution, delivery and performance of this Agreement does not conflict with such Party's corporate powers and/or corporate charter, will not violate any Legal Requirement or any agreement or contract to which such Party or any of its Affiliates is a party or by which it is bound and will not require the consent or approval of any other party to any agreement or contract to which such Party or any of its Affiliates is a party or by which it is bound; (vi) there is no litigation, proceeding or arbitration, and, to the best of such Party's knowledge, there is no other claim, investigation or material controversy pending to which such Party or its agents or representatives is a party, relating to the provision of the Program, or which would have an adverse impact on such Party's ability to enter into this Agreement and perform the obligations hereunder and, to the best of such Party's knowledge, no such claim, litigation, proceeding, arbitration, investigation or material controversy has been threatened or is contemplated and (vii) neither such Party nor any of its Personnel has given or will give commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any Personnel of another Party, or any Affiliate thereof, in connection with this Agreement.
- b. Your Representations. You represent, warrant and covenant to LiftForward that You have the right and ability to deliver Your obligations under a Program in accordance with the terms of this Agreement and a LF Service Agreement.
- c. LiftForward Representations. LiftForward represents, warrants and covenants to

You that LiftForward has the right and ability to deliver its obligation under a Program in accordance with the terms of this Agreement and the applicable LF Service Agreement.

4. Term & Termination.

- a. Term. This Agreement is effective upon the date you first access or use the LiftForward Platform (“Effective Date”) and continues until The LiftForward Platform Services Agreement between You or LiftForward is terminated (the “Term”).
- b. Program Term(s). See applicable LiftForward Services Agreement(s).
- c. Termination By The Parties. Notwithstanding the foregoing, this Agreement may be terminated (1) at any time by discontinuing your use of the LiftForward Platform and notifying LiftForward of the discontinuation through the LiftForward Ticketing System which will trigger the termination of your LF API Keys; or (2) pursuant to express termination rights in favor of a Party as set forth in a LiftForward Platform Services Agreement.
- d. Effect of Expiration and Termination. Following the expiration or termination of this Agreement, the Parties shall cooperate in good faith to effectuate an efficient and orderly wind down of the Program and:
 - i. The Parties shall during the relevant period prior to termination and for up to (3) three months after termination (except as prohibited by Legal Requirements) provide reasonable transition assistance to each other.
 - ii. Each Party shall immediately cease using Confidential Information of another Party and return, within fifteen (15) days after demand, or at the request of the other Party, destroy or permanently erase all copies of the other Party’s Confidential Information in its possession or control (in each case at no additional charge unless explicitly set forth herein), except that a Party will be permitted to retain one copy of the other Party’s Confidential Information for the purposes of and for so long as required by Legal Requirements or its internal compliance requirements (provided, that with respect to any retained Confidential Information of the other Party, all provisions of this Agreement pertaining to confidentiality and information security shall survive any termination or expiration of this Agreement and continue to apply with respect to such retained Confidential Information).
 - iii. Each Party shall immediately cease using any access rights granted to it by another Party in relation to the Program.
 - iv. Except as expressly otherwise provided in this Agreement, each Party shall immediately cease its use of any of the other Party’s marks.

5. Limitation of Liability & Indemnification.

- a. Limitation of Liability.
 - i. EXCLUSION OF CERTAIN DAMAGES. EXCEPT TO THE EXTENT THAT LIABILITY ARISES FROM: INSTANCES OF A PARTY’S FRAUD, GROSS NEGLIGENCE OR

WILLFUL MISCONDUCT, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS AGREEMENT (WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE) FOR LOSS OF PROFITS, LOST REVENUE, LOSS OF ECONOMIC ADVANTAGE, OR LOSS OR INACCURACY OF DATA, OR ANY EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY ANOTHER PARTY OR ANY THIRD PARTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- ii. CAP ON LIABILITY. EXCEPT TO THE EXTENT THAT LIABILITY ARISES FROM: (A) SECTION 6 (CONFIDENTIALITY), SECTION 7 (FRAUD PREVENTION AND INFORMATION SECURITY), AND/OR INDEMNIFICATION CLAIMS UNDER THIS SECTION OR (B) INSTANCES OF A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ANY PARTY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES OF GROSS MERCHANDISE SALES SOLD ON THE LIFTFORWARD PLATFORM DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.
 - iii. SOLE AND EXCLUSIVE REMEDY. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE A PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM AGAINST A PARTY IN CONNECTION WITH THIS AGREEMENT.
- b. Indemnification. You and LiftForward, in each case for itself and its Affiliates, representatives, employees and contractors (each, an "Indemnifying Party") will indemnify and hold harmless each other Party and each of its Affiliates, subsidiaries, employees, officers and directors (each, an "Indemnified Party"), from and against any and all Losses arising out of or in connection with (i) any breach by an Indemnifying Party of any of its representations or warranties hereunder; (ii) any action or claim against such Indemnified Party by a Customer to the extent pertaining to any aspect of the Program that the Indemnifying Party is responsible for hereunder; or (iii) any claim, investigation or action undertaken by any Governmental Authority related to an Indemnifying Party's acts or omissions, or (iv) any claim that the materials, marks or software provided by the Indemnifying Party in connection with the Program constitute an infringement, misappropriation or violation of any third party's proprietary or intellectual property rights.
- An Indemnifying Party will have no obligation to indemnify an Indemnified Party for any intellectual property infringement, fraud, intentional misconduct or gross negligence by the Indemnified Party or for any action or omission to act that a court of competent jurisdiction finally determines constitutes gross negligence or willful misconduct on the part of the Indemnified Party.
- c. Claims. At the request of the indemnified Party from time to time after any such claims, the indemnifying Party shall, at its sole expense, defend, with counsel reasonably acceptable to the indemnified Party, all indemnified claims, suits or proceedings arising out of the foregoing. The indemnifying Party shall be notified promptly of any such claims, suits or proceedings in writing and, if requested to defend said action, given full and complete authority, information and assistance for the defense of same; provided, however, that the

indemnifying Party shall have no authority to enter into any settlement or compromise on behalf of the indemnified Party without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. In all events, the indemnified Party shall have the right to defend any indemnifiable claim itself, at its expense, or in the case of a claim defended by the indemnifying Party, participate in the defense of any proceedings with counsel of its own choosing, at its expense.

- d. Survival. All indemnities and obligations under this Section will survive the expiration or termination of this Agreement and the expiration or termination of any LiftForward Platform Services Agreement.

6. Confidential Information.

- a. Protection of Confidential Information. As part of any Program, each of You and LiftForward will need to disclose to the other certain information regarding: (a) in the case of You, Your Systems; and (b) in the case of LiftForward, the LiftForward Systems. You and LiftForward acknowledge and agree that for purposes of the Program, any such information shall be treated as: (i) in the case of information regarding Your Systems, Your confidential information; and (ii) in the case of information regarding the LiftForward Systems, the confidential information of LiftForward. Any Confidential Information provided by a disclosing Party or its Affiliates shall be treated by the receiving Party or its Affiliates as being the proprietary information of the disclosing Party, and shall be held in strict confidence by the receiving Party and used only as reasonably necessary in connection with a Program. Each Party agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of another Party's Confidential Information and to use the same measures in doing so as it uses with regard to its own Confidential Information, but in no event using less than a reasonable standard of care. As pertains to the disclosure or proposed disclosure by a Party of the existence and provisions of this Agreement and the nature of the Parties' relationship hereunder, such information shall be deemed to be Confidential Information of the other Party.
- b. Non-Disclosure of Confidential Information. Each of You and LiftForward acknowledges and agrees that nothing herein grants it any rights, title or interests in or to: (a) in the case of You, the LiftForward Systems; and (b) in the case of LiftForward, Your Systems. With respect to all Confidential Information, the receiving Party shall not: (i) provide or make available the disclosing Party's Confidential Information in any form to any person other than Personnel of the receiving Party who have a need to know such Confidential Information in order for the receiving Party to exercise its rights or perform its obligations under this Agreement, and then only in accordance with all other terms of this Agreement; (ii) reproduce the disclosing Party's Confidential Information except for use reasonably necessary for the receiving Party to exercise its rights and perform its obligations under this Agreement; and (iii) exploit or use the disclosing Party's Confidential Information for any purpose other than as required for the receiving Party to exercise its rights and perform its obligations under this Agreement. In the event that the receiving Party is specifically authorized by this Agreement to disclose any

Confidential Information to a third Party, then the receiving Party shall require the third party to execute a Confidentiality Agreement the terms of which shall be no less restrictive than the terms set forth herein. Except as otherwise expressly set forth in this Agreement, all Confidential Information shall remain at all times during and after the term of this Agreement the exclusive property of the disclosing Party.

- c. Permitted Disclosures. The obligations in this Section 6 shall not restrict any disclosure of Confidential Information received by a receiving Party from a disclosing Party where such Confidential Information (a) does not include Personal Data and (b) either (i) was in the public domain prior to the receipt of same by the receiving Party, (ii) was in the receiving Party's possession and/or known to the receiving Party prior to its receipt hereunder as evidenced by written documentation and was not acquired directly or indirectly from the disclosing Party, (iii) was received by the receiving Party from a third party where the receiving Party was without an obligation of secrecy with respect thereto and was not acquired directly or indirectly from the disclosing Party, or (iv) was independently developed by the receiving Party without use of access or reference to, or any benefit of, the disclosing Party's Confidential Information. In the event that a subpoena or other legal process in any way concerning the disclosing Party's Confidential Information is served upon the receiving Party, the receiving Party shall, to the extent lawfully permitted to do so, notify the disclosing Party immediately upon receipt of such subpoena or other legal process and shall cooperate with the disclosing Party in any lawful effort by the disclosing Party to contest or limit the legal validity of such subpoena or other legal process.
- d. Injunctive Relief. The Parties agree that monetary damages may not be an adequate remedy if this Section 6 or Section 7 is breached and therefore, a disclosing Party shall, in addition to any other legal or equitable remedies, be entitled to seek injunctive relief against any breach or threatened breach of this Section 5 or Section 6 by the receiving Party with respect to the disclosing Party's Confidential Information or any Personal Data collected or received as part of the Program.
- e. Return of Confidential Information. Within thirty (30) days of termination or expiration of this Agreement for any reason, each Party will either return to another Party all tangible embodiments of the other Party's Confidential Information, including but not limited to any and all electronic files, computer programs, documentation, notes, plans, drawings, and copies thereof, or, at such other Party's option, will provide the other Party with written certification that all such tangible embodiments of Confidential Information have been destroyed in accordance with the other Party's instructions pertaining thereto. Each Party may retain the other Parties' Confidential Information for customary archival and audit purposes (including if required by applicable Legal Requirements), and shall continue to protect any such retained Confidential Information in accordance with, and to comply with the obligations in, Section 6 and Section 7 of this Agreement without regard to any termination or expiration hereof.

7. Fraud Prevention and Information Security.

- a. Fraud Prevention. In addition to its other obligations set forth in this Agreement, whenever a Party possesses, stores, processes or has access to Personal Data, such Party shall have in place and comply with anti-fraud measures (taken together, a “Fraud Prevention Policy”) which shall be reviewed and updated on at least an annual basis (including with respect to any changes or additional measures reasonably requested by the other Party), and which shall include, at a minimum, controls to (i) verify identities to ensure that only authorized Personnel have access to such Personal Data, (ii) monitor patterns of behavior that may indicate fraudulent activity with respect to such Personal Data, and (iii) provide appropriate training to Personnel of such Party on the Fraud Prevention Policy and fraud prevention topics such as identity theft, data loss prevention and/or misuse of confidential information.
- b. Immediate Notification of Fraud. Each Party shall notify the other Parties immediately of any suspected or known fraud relevant to its activities or to Confidential Information under this Agreement, or of any unauthorized access, possession, use, or knowledge, or attempt thereof, of the other Party’s Confidential Information or any Personal Data collected or received as part of a Program, or of the occurrence of any other incident relating to a Program that could cause financial, customer or reputational loss to the other Party, and agrees to cooperate with the other Party to investigate the occurrence and mitigate the impact of such an event. Each Party shall promptly provide the other Party with full details of any such event and use all available efforts to prevent a recurrence of any such event.
- c. Information Security Requirements. Whenever a Party possesses, stores, processes or has access to any of another Party’s Confidential Information, such Party shall comply with those information security policies and procedures set forth on Exhibit A hereto (the “Security Requirements”). If requested by a Party, the other Party will explain to the requesting Party how such other Party will comply with the Security Requirements and the Fraud Prevention Policy, and shall demonstrate its compliance upon request.

8. Grant of License for Marks.

- a. Grant of License.
 - i. You hereby grant to LiftForward a non-exclusive, personal, non-transferable, non-sublicensable, royalty-free, license to use the Marks as provided in a LiftForward Platform Services Agreement solely in connection with the administration and operation of each Program, but for no other purposes.
 - ii. LiftForward hereby grants to You a non-exclusive, personal, non-transferable, non-sublicensable, royalty-free, right to use the Marks as provided in a LiftForward Platform Services Agreement solely in connection with the marketing, administration and operation of each Program, but for no other purposes.
- b. Termination of License. From, and after, the earlier of (i) thirty (30) days after notice by a Party to the other Parties or (ii) the expiration or termination of this Agreement, each Party will discontinue use of the Marks of the other Parties and the licenses

granted pursuant to this Agreement will automatically terminate.

c. **Additional License Terms.**

- i. Each Party agrees that it will, to the extent reasonably practicable and notified in writing of the same in advance, abide by the other Parties' trademark guidelines relating to its Marks, specifying, among other things, the dimensions and other aspects of the use and appearance of such Marks, as they may be generally in effect from time to time. Each Party agrees to fully correct and remedy any deficiencies in its use of any Mark of another Party within a reasonable time upon receipt of written notice from the other Party.
- ii. Each Party agrees that its use of another Party's Marks will, unless waived in writing by the other Party, be subject to prepublication review and approval by the other Party with respect to, but not limited to, content, style, appearance, composition, timing and media. One copy of each item containing the other Party's Marks must be provided to the applicable Party no later than ten (10) Business Days before publication. Failure of the requested Party to respond within such ten (10) Business Day period shall be deemed disapproval of such materials.
- iii. Each Party agrees that it will provide the other Party with any documents reasonably requested by the requesting Party in connection with its registration and enforcement of the requesting Party's Marks. Each Party shall bear all costs and expenses of and shall have the sole right to, and in its sole discretion may, control any action concerning any of its Marks.
- iv. Except as provided in this Agreement, no Party will (A) acquire any rights in any other Party's Marks by their use (any use of any other Party's Marks inuring to the sole benefit of such other Party), (B) adopt or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation that violates another Party's rights in any of its Marks, or (C) denigrate, disparage, tarnish, present in a false light, or otherwise reflect negatively on any Marks of the other Party or any name, trade name, trademarks, domain names, service marks, certification marks or other designations of any Lenders.
- v. If any Party becomes aware of any unauthorized use of a Mark by any third party that it knows to be unauthorized, such Party must promptly notify the other Party. The Parties shall cooperate fully, at each Party's expense, in any enforcement of a Party's rights against such third parties.

9. Reporting and Audit.

- a. **Information Sharing.** Each Party will provide the other Parties with the information and disclosures identified in this Agreement.
- b. **Maintenance of Accounts and Records.** Each Party will maintain accounts and records necessary to confirm the basis for any amounts paid to another Party pursuant to this Agreement and to verify the first such Party's compliance with the terms of this Agreement. The records will be maintained according to recognized accounting practices and in such a manner as may be readily audited by an independent accounting firm at the other Party's reasonable request and cost. Each Party shall maintain all such records for at least three (3) years after the expiration

or termination of this Agreement, and in no event for less than the period required by Legal Requirements. The non-requesting Party shall permit independent auditors nominated by a requesting Party (and, as it relates to a Party, any Governmental Authority with jurisdiction over such Party) and/or representatives of such requesting Party to audit records of such non-requesting Party no more than twice per calendar year with at least six (6) months separation between requests, on reasonable notice by such requesting Party and without unreasonable disruption to the non-requesting Party's business, for the purposes of verifying such non-requesting Party's compliance with the terms of this Agreement and for verifying the accuracy of the information provided by the non-requesting Party. The limitations on the number of audits and the requirements for notice set forth in this Section shall not apply to audits (i) conducted or instigated by any Governmental Authority, or (ii) that a Party may conduct to confirm remediation of a deficiency identified in a prior audit. If an audit conducted pursuant to this Section reveals any non-compliance or other deficiencies, then the Lead Program Managers shall promptly meet to discuss the matter, and the non-compliant Party shall promptly take action to remedy such non-compliance so that the non-compliant Party is in compliance with this Agreement. Each Party acknowledges and agrees that all information sharing and reporting under this Agreement shall comply with the other provisions of this Agreement pertaining to confidentiality, as well as Legal Requirements.

10. Disputes.

- a. Duty to Notify. In the event of any dispute, controversy or claim arising out of or relating to a Program or this Agreement or the construction, interpretation, performance, breach, termination, enforceability or validity thereof (a "Dispute"), the Party raising such Dispute shall notify the other thereof in writing.
- b. Cooperation to Resolve Disputes. The Parties shall cooperate and attempt in good faith to resolve any Dispute promptly.

11. Miscellaneous.

- a. Force Majeure. No Party will be liable for delay or failure to fulfill its obligations under this Agreement due to unforeseeable circumstances or causes beyond the Parties' reasonable control or planning, including acts of God, war, riot, embargoes, pandemics, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks and electricity suppliers, or shortage of supply or failure to deliver by a Party's vendors or Microsoft; provided, that such affected Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance; provided, further that, in the event that the delay continues for more than thirty (30) days, such other Party may elect to terminate this Agreement.
- b. Subcontractors. A Party may use third party Personnel upon notice to the other Party to assist such Party to perform its obligations under this Agreement, but any subcontracting shall not relieve such Party of its obligations hereunder and such

Party shall be responsible for the performance of its Personnel to the same extent such Party would be responsible if it had performed in such manner itself.

- c. Insurance. Each Party shall obtain and maintain in full force and effect at its own cost and expense, during the term of the Agreement, commercially reasonable minimum types and limits of insurance and any other insurance required by Legal Requirements in any state where such Party conducts business, including without limitation, commercial general liability insurance, professional liability insurance, and cyber and network security liability insurance (including privacy liability). Such insurance shall be maintained with reputable and solvent insurance companies, and lawfully authorized to do business where the Program is to be performed, and will comply with all those requirements as stated herein. In no way do these minimum insurance requirements limit the liability assumed elsewhere in this Agreement, including but not limited to a Party's defense and indemnity obligations.
- d. Assignment. The rights and obligations of each Party under this Agreement may not be assigned, in whole or in part, directly or indirectly, without the prior written consent of the other Party; *provided, however*, a Party may assign this Agreement to an Affiliate where required as a result of an internal reorganization of the assigning Party so long as the Affiliate is capable (including possessing any necessary rights or licenses under Legal Requirements) of performing the assigning Party's obligations and the assigning Party provides at least thirty (30) days prior written notice to the non-assigning Party. A Change of Control of a Party shall be deemed to constitute an assignment for purposes of this Agreement. Any attempt to assign this Agreement in violation of this Section shall be null and void and a material breach of this Agreement.
- e. Entire Agreement. This Agreement constitutes the entire agreement between the Parties (and supersedes all prior agreements) concerning the subject matter hereof. Except as otherwise explicitly provided in this Agreement, this Agreement may only be amended by a written agreement between the Parties.
- f. Waivers. The failure of any Party at any time to require performance of any provision hereof will not affect the right to require full performance thereof at any time thereafter, and the waiver by any Party of a breach of any provision will not constitute a waiver of any subsequent breach or nullify the effectiveness of that provision.
- g. Severability. If any provision of this Agreement is held to be invalid, void or unenforceable by any court of competent jurisdiction, such provision will be of no force and effect to the extent held to be invalid, void or unenforceable, and all other provisions will remain valid and be enforced.
- h. Counterparts. This Agreement may be executed by electronic facsimile and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- i. Governing Law. The Agreement is governed by the State of New York.
- j. Jurisdiction. The courts of the state of New York shall have exclusive jurisdiction.

- k. Publicity. All media releases, public announcements and public disclosures by either Party, their respective affiliates or personnel, relating to this Agreement, the Program or the transactions contemplated hereby, but not including any announcement intended solely for internal distribution by the releasing Party or any disclosure required by a legal requirement, shall be coordinated with and approved by the other Party and in writing prior to the release thereof; provided that, following the initial public announcement of the Program, nothing in this subsection (p) shall limit the ability of the Parties to market the availability of the Program in a manner that is otherwise in accordance with this Agreement.

Exhibit A

Information Security Requirements

1. Each Party must have a mature Information Security (“IS”) program that is consistent with an industry recognized framework, such as ISO 27001, COBIT, NIST, etc. When applicable, each Party will comply with the PCI DSS standards. Confidential Information and Personal Data should be handled and processed by each Party in accordance with the applicable information security framework(s), in addition to any other requirements specifically set forth in this Agreement. Key security controls that each Party expects to exist as part of a mature IS program include, but are not limited to the following:
 - a. Each Party shall maintain an IS office or function, with staff designated to maintain such Party’s IS program and to perform IS risk management.
 - b. Each Party’s IS policies and standards must be reviewed and assessed for relevance on a periodic but regular basis, and updated as appropriate.
 - c. All Personnel of each Party or contract resources with access to sensitive data supplied by or in support of the Program are expected to have removable media controls in place to guard against lost or stolen devices. Types of removable media include but are not limited to: CD/DVD, USB flash drives, smart phones, portable hard drives, and solid-state drives (i.e., electronic media with no mechanic parts).
 - d. Each Party will follow industry standards, including those pertaining to encryption, when transmitting or transporting Personal Data.
 - e. Each Party will use hard drive encryption on all laptops on which Personal Data is stored and/or accessed by its Personnel. Each Party shall utilize commercially reasonable encryption methods in accordance with industry best practices.
 - f. Each Party is expected to have secure application development practices deployed to ensure that all software written by or on behalf of such Party and utilized by the Program will have been assessed for vulnerabilities using a combination of manual and automated methods. Vulnerabilities will be corrected before being released into production. At a minimum, all critical and high level risks as defined by OWASP Top 10 and SANS Top 20 are expected to have been addressed prior to being used in production for use in the Program. In circumstances where vulnerabilities cannot be remedied prior to being transitioned into production, the Parties will collaborate to determine a mutually agreeable remediation schedule.
 - g. Each Party is expected to have a mature change management program. Each Party will perform risk assessments after any major infrastructure, configuration or application change that may affect systems or services supporting the Program. Risk assessments are not limited to vulnerability and/or application penetration testing. For example, risk assessments may also include a threat assessment after major network architecture changes. An infrastructure, configuration or application change must be carefully reviewed and understood to determine whether any unanticipated risks have emerged. Risks categorized as critical, high or medium should not be permitted into production. In circumstances where risks cannot be addressed prior to an infrastructure, configuration or application change being transitioned into production, each Party will notify the other Party of the change and collaborate with such other Party to analyze the change and, if applicable, determine a mutually agreeable remediation schedule to address any critical, high or medium risks.
 - h. For external facing applications supporting the Program and involving Personal Data, each Party is expected to implement “two factor authentication”.

- i. Each Party is expected to perform periodic (at least annually) user access and entitlement reviews of all application and privileged accounts on systems and infrastructure that support the Program.
2. Upon reasonable request by a Party, the other Party will permit such first Party's staff and/or its authorized representatives to conduct annual site visits of its facilities. The requesting Party will provide the other Party reasonable notice of at least ten (10) business days prior to the visit. The site visits will validate that such second Party's security program meets environmental and IS program control expectations. The expectations of the on-site visit include a tour of such second Party's facilities, including data center, meetings with security, risk and technical professionals, review of documentation, policies, procedures, and other evidence of a mature IS control environment. Control deficiencies, as agreed upon by both parties, identified as a result of this effort will be corrected or otherwise mitigated. The Parties will collaborate in good faith to address identified control deficiencies within a reasonable schedule.
3. Each Party shall maintain access and usage logs consistent with industry standards,
4. Each Party is expected to have a third party assurance program to validate the IS control environment of its third party vendors/service providers (both domestic and foreign-based) and ensure they have a comparable IS program to protect Personal Data in accordance with the expectations outlined in this Agreement.
5. Each Party must request and obtain agreement of the other Party in writing via a change control document or similar instrument to any change of country location from where the Program is being supported in order to validate that IS control expectations are being met. The requesting Party must allow the other Party a one hundred eighty (180) day time frame to assess the risk and perform an on-site visit (if necessary) to validate the maturity of the control environment of the new location as well as any country specific risks introduced by the location change.
6. All internet-facing systems servicing Customers, Applicants, Borrowers and each Party's Personnel must be protected in a layered (defense in depth) network security architecture, including but not limited to the use of current virus definitions, firewalls, DMZs, IDS/IPS sensors, and malware detection and follow a repeatable patching process. Network diagrams of internet-facing systems or high-level diagrams supporting the Program are expected to be made available upon request.
7. On a quarterly basis, each Party or its authorized representatives must perform vulnerability scans of any externally-facing system (application and/or infrastructure) that supports the Program (a "System"). Upon request, the other Party will be provided with an executive summary of all findings. The Parties will collaborate and mutually agree on the remediation schedule to address vulnerabilities in a reasonable period of time.
8. On an annual basis, and immediately following any major System changes, each Party must perform an application penetration test on all affected Systems in accordance with industry best practices. Vulnerabilities identified as part of the a penetration test, must be remediated per the following schedule:

Critical Vulnerabilities: 5 business days

High Risk Vulnerabilities: 10 business days

Medium Risk Vulnerabilities: 30 calendar days

Low Risk Vulnerabilities: 60 calendar days

9. If applicable, modifications or repairs made to critical data fields for payment transactions such as account, beneficiary or amount of a payment transaction must have technically enforced segregation controls.