LOANBOSS

Subscription Services Agreement

This Subscription Services Agreement (the "**Agreement**") is between LoanBoss, Inc., a North Carolina corporation ("**LoanBoss**"), and you and/or your employer (collectively "**Client**," "**You**," and/or "**Your**") as set forth on the applicable services order form (each an "**Order**").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES.

BY USING THE SERVICES AND/OR CLICKING "AGREE", YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF OR FOR THE BENEFIT OF YOUR EMPLOYER, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON YOUR EMPLOYER'S BEHALF AND TO BIND YOUR EMPLOYER TO THIS AGREEMENT.

1. Description of Services

LoanBoss shall grant to Client access to the services (each, a "**Service**") set forth in the applicable Order.

2. License Grant

a. Limited License. Subject to Client's compliance with the terms and conditions of this Agreement, including, but not limited to, Client's obligation to pay the Fees (as defined in Section 3) when due, LoanBoss grants to Client a limited, non-exclusive, non-transferable license to access and use the Services during the Subscription Term (as defined in Section 7) of the applicable Order for Client's internal business purposes.

b. Authorized Users. Client may permit, as applicable, its employees, contractors, and/or brokers to access and use the Services licensed by Client for the benefit of Client (collectively, "**Users**"). Use of the Services by Users shall be subject to any additional restrictions and/ or fees as set forth in the Order as well as notices and limits on functionalities as may be provided within the Services. Subject to the foregoing, with respect to permitted Users, Client shall act as the administrator of its account, and shall determine the level of access to the Services and the Client Content (as defined below) it grants to each such User. At all times, Client shall be responsible and liable for all actions of its Users. Client (i) must keep its and all User passwords secure and confidential; (ii) must use commercially reasonable efforts to prevent unauthorized access to its and its User's account and notify LoanBoss promptly of any such

unauthorized access; (iii) must use the Services only in accordance with this Agreement and applicable law; and (iv) must provide true and accurate information in the course of creating user accounts.

c. Restrictions on Use. Client **shall not** and shall ensure that each User does not (i) sell, resell, license, rent or lease the Services or use it in a service provider capacity; (ii) use the Services to store or transmit unsolicited marketing emails, libelous or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Services; (iv) attempt to gain unauthorized access to the Services or its related systems or networks; (v) except as may be permitted by law, reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Services; (vi) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (vii) utilize the Services in a manner that exceeds the license parameters provided on the relevant Order; (viii) use the Services in violation of any Applicable Law (as defined below) or for any purpose not specifically permitted in this Agreement; (ix) introduce, post, or upload to the LoanBoss platform any Harmful Code (as defined below); (x) make available, communicate to the public by telecommunication, transmit under any law, contractual obligation (i.e., nondisclosure agreement), or fiduciary duty, any information about or related to the Services; or attempt yourself or permit or encourage any third party to do any of the above; or (xi) provide access to, demonstrate, display, or otherwise make the Services available to any third party, including any actual or potential competitor of LoanBoss, without LoanBoss's prior written consent. As used in this Agreement, (1) "**Applicable Law**" means, with respect to any entity or person, any federal, state, or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree, or other requirement of any international, federal, state, or local court, administrative agency, or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such entity or person, or any of its properties, assets, or business operations, and (2) "**Harmful Code**" means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the LoanBoss platform or the LoanBoss website, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Services to cease functioning or to damage or corrupt data, storage media,

programs, equipment, or communications, or otherwise interfere with the operations of the Services.

3. Payment

a. Fees. In consideration for Client's access to and use of the Services, Client shall pay to LoanBoss the fees set forth in the applicable Order (the "**Fees**"). Client understands and agrees that for each renewal of the Subscription Term, the effective prices of the Services may be increased by LoanBoss by up to 10% above the applicable pricing for the same Services during the immediately preceding Subscription Term upon forty-five (45) days prior notice to Client.

b. Taxes. All Fees are in addition to, and do not include, any federal, state, or local sales, use, withholding, VAT and other similar taxes (collectively, "**Taxes**"). Client is responsible for the payment of all applicable Taxes, without deduction or offset to the Fees due. Any applicable direct pay permits or valid tax-exempt certificates must be provided to LoanBoss prior to the execution of any Order. If LoanBoss is required to collect and remit Taxes on Client's behalf, LoanBoss will invoice Client for such Taxes, and Client will pay LoanBoss for such amounts in accordance with the payment terms set forth below.

c. Payment Terms. Client will be invoiced for the Fees annually in advance, unless otherwise specified on the Order. Client must make payment under all invoices as specified on the Order, but if not specified, then within thirty (30) days of the date of an invoice.

d. Expenses. Client shall be responsible for the cost of LoanBoss's reasonable and pre-approved travel and reasonable expenses associated with any onsite trainings and/or implementation services as may be set forth in the applicable Order.

4. Proprietary Rights

a. Client Content. All data and content uploaded or transmitted by Client through the Services into its account or created or generated by Client within its account in the Services (collectively, "**Client Content**") is and shall remain the property of Client, as between LoanBoss and Client. If Client is given permission by another customer of LoanBoss to access such other customer's account within the Service, then, as between Client and such other customer, the other customer shall remain the owner and data controller of any data uploaded or manipulated within such other customer's account. For the avoidance of doubt, Client Content expressly excludes any data and content accessed by Client which belongs to LoanBoss or another LoanBoss customer.

LoanBoss will implement appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Client Content, including any Client Personal Data (as defined in Section 10 herein). Subject to the terms and conditions of this Agreement, Client hereby grants LoanBoss a non-exclusive, worldwide, fully paid-up, royalty-free, transferable right and license, with the right to grant sublicenses to vendors providing services to LoanBoss related to the performance of the Services (such as hosting providers), to reproduce, execute, use, store, archive, modify, perform, display, and distribute the Client Content for the purpose of providing the Services hereunder, and for the purpose of creating Aggregate Data (as defined below). LoanBoss shall not be responsible for modifications, manipulations, updates or deletions to the Client Content made by Users nor responsible for confirming the accuracy of any Client Content. During the term of this Agreement, Client may export its Client Content as allowed by the functionality within the Service. Upon expiration or termination of the Agreement, LoanBoss may retain an archival copy of the Client Content kept in the normal course of business or for purposes of complying with Applicable Law.

b. Third Party Software. Any third party software provided by LoanBoss as part of the Services and specified in an Order ("**Third Party Software**") is licensed to Client as follows: LoanBoss grants Client a non-exclusive, non-transferable license, during the term of the Order, to internally operate and copy such Third Party Software, solely in connection with self-service reporting related to the Service.

c. LoanBoss Intellectual Property. The Services, and any and all software, workflow processes, API, user interfaces, databases, designs, documentation, videos created by LoanBoss, and other technologies or content provided by LoanBoss as part of the Services (collectively, the "**LoanBoss Intellectual Property**"), are and shall remain the property of LoanBoss and, if applicable, its licensors, and all right, title and interest in and to the LoanBoss Intellectual Property, including all associated intellectual property rights, remain only with LoanBoss and, if applicable, its licensors, along with any know-how, inventions, methods or techniques related to the Services developed or conceived as a result of LoanBoss providing, or Client using, the Services, including without limitation any derivative works, improvements or enhancements and/or extensions of the foregoing (collectively, the "**Developments**"). Client hereby unconditionally and irrevocably assigns to LoanBoss any and all rights it might otherwise acquire in the LoanBoss Intellectual Property and any Developments as a result of its use of the Services or otherwise. Client may not make any modification to the Services, including removal or modification of any proprietary marking or restrictive

legends contained therein. LoanBoss reserves all rights unless expressly granted in this Agreement.

d. Aggregate Data. Client hereby agrees that LoanBoss and its successors and assigns may collect, use, publish, disseminate, sell, transfer, and otherwise exploit the Client Content provided that such Client Content has been aggregated, anonymized, and de-identified by LoanBoss ("**Aggregate Data**"). Aggregate Data does not and shall not identify Client, any User, or any individual. Aggregate Data may also be combined with Usage Data (as defined below), and such combined data, or subsets thereof, may be used by LoanBoss for any lawful purpose. "**Usage Data**" means data collected by LoanBoss in monitoring the performance and use of the Services by Client, and may include, without limitation, date and time that Users access the Services, the portions of the Services visited, the frequency and number of times the Services are accessed, and other performance data. LoanBoss is the sole owner of all right, title, and interest in and to the Aggregate Data and the Usage Data, which shall be deemed LoanBoss Intellectual Property for purposes of this Agreement.

5. Representations and Warranties

a. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement and Orders; (ii) the execution, delivery, and performance of this Agreement, and Orders and the consummation of the transactions contemplated hereby are within the corporate powers of such party and have been duly authorized by all necessary corporate action on the part of such party, and constitute a valid and binding agreement of such party; (iii) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder; and (iv) its performance under this Agreement shall comply with all Applicable Laws.

b. Client Representations and Warranties. Client represents and warrants to LoanBoss that it has all necessary rights, and has obtained all necessary consents, to upload the Client Content and use the Client Content in connection with the Services, and to grant the rights and licenses granted hereunder with respect to all Client Content. Client further represents and warrants to LoanBoss that the Client Content does not and will not infringe, violate, or misappropriate any right of any third party, including, without limitation, any intellectual property rights.

c. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN <u>SECTION 5(a)</u>, THE SERVICES, THE LOANBOASS WEBSITE, THEIR COMPONENTS, ANY

DOCUMENTATION, AND ANY OTHER MATERIALS PROVIDED BY LOANBOSS HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND LOANBOSS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT LOANBOSS MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

6. Mutual Confidentiality

a. Definition of Confidential Information. "Confidential Information" means all non-public information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. LoanBoss's Confidential Information includes, without limitation, the Services (including, without limitation, the Services' user interface design and layout and pricing information), the Aggregate Data, the Usage Data, the LoanBoss Intellectual Property, the Developments, and all non-public LoanBoss techniques, technology and processes. Client's Confidential Information shall include the Client Content.

b. Protection of Confidential Information. The Recipient must use the same degree of care to protect the confidentiality of the Discloser's Confidential Information that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care). The Recipient must not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations to Recipient no less restrictive than the confidentiality terms of this Agreement. The Recipient shall be responsible for the acts and omissions of all of its employees and contractors, and any breach of this Agreement by any of its employees and contractors shall be deemed a breach of this Agreement by the Recipient.

c. Exclusions. Notwithstanding subsection (a) of this Section, Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order to the extent allowed by law or court order. If such protective order or other remedy is not obtained or the Discloser waives compliance with the provisions of this Section, the Recipient may furnish only that portion of the Discloser's Confidential Information which it is advised by its counsel is legally required to be disclosed and will use commercially reasonable efforts to ensure that confidential treatment will be afforded such disclosed portion of the Confidential Information.

d. Return/Destruction of Confidential Information. Upon expiration or termination of the Agreement, the Recipient will, upon request of the Discloser, return to the Discloser, or destroy all copies of the Discloser's Confidential Information, except for archival and back-up copies on back-up tapes maintained to comply with Applicable Laws.

7. Term and Termination

a. Term. This Agreement continues until all Orders have terminated. The term of each Order (each, a "**Subscription Term**") shall be set forth in the applicable Order.

b. Termination. Either party may terminate this Agreement and/or any Order(s) if the other party (i) is in material breach of this Agreement and has not cured such breach within thirty (30) days of the date of notification by the non-breaching party; or (ii) becomes the subject of insolvency, receivership or bankruptcy proceedings (or such analogous proceedings applicable to a party under local laws) or any other proceedings for the settlement of either party's debts, or makes an assignment for the benefit of such party's creditors. In addition, LoanBoss may terminate an Order under the limited circumstances set forth in Section 9(a) below.

c. Return of Client Content. Within sixty (60) days after termination, upon request, LoanBoss will provide a flat file data export of Client Content. After such sixty (60) day period, LoanBoss has no obligation to maintain the Client Content and may destroy it. Notwithstanding the foregoing, LoanBoss reserves the right to retain an archival copy of the Client Content in accordance with Section 4(a)

d. Return LoanBoss Property Upon Termination. Upon termination of this Agreement for any reason, Client must pay LoanBoss for any amounts due and owing to LoanBoss and destroy or return all property of LoanBoss, including, without limitation, the LoanBoss Confidential Information and Developments. Upon LoanBoss's request, Client will confirm in writing its compliance with this destruction or return requirement.

e. Suspension of the Service. LoanBoss may temporarily suspend the Services or remove the applicable Client Content, or both, if it in good faith believes that (i) as part of using the Service, Client has violated a law or a restriction in Section 2(c) above, or (ii) any amount owed under an Order is more than thirty (30) days past due. LoanBoss will attempt to contact Client in advance of any suspension.

8. Liability Limit

a. EXCEPT FOR LIABILITY ARISING IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF ITS CONFIDENTIALITY UNDER THIS AGREEMENT, OR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND LOST PROFITS, REVENUE OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. LOANBOSS'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT TO LOANBOSS WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

b. Exclusions. Notwithstanding the foregoing, nothing in Section 8 shall limit or exclude either party's liability for any liability that cannot be limited or excluded by Applicable Law.

9. Indemnity

a. By LoanBoss. LoanBoss will indemnify, defend and hold Client harmless from and against any liabilities, costs, and expenses (including reasonable attorneys' fees) ("**Losses**") incurred by Client in connection with any third-party action, claim, or proceeding (each, a "**Claim**") to the extent that such third-party Claim alleges that the Service or any LoanBoss technology used to provide the Service violates any US copyright, patent, trademark or other intellectual property right of a third party. If such a

third-party Claim appears likely, then LoanBoss may, at its expense, (x) procure the necessary rights for Client to use the Service as provided in this Agreement and the applicable Order, (y) replace the infringing components of the Service or underlying technology with a substantially functional equivalent, or (z) suitably modify the Service or underlying technology so that it is non-infringing and functionally equivalent. If LoanBoss determines that none of these options are reasonably available, then LoanBoss may terminate the applicable Order and refund a pro-rata portion of any Fees prepaid by Client for Services not yet rendered. Notwithstanding anything to the contrary herein, LoanBoss has no obligation to indemnify, defend, or hold Client harmless in connection with any Claim arising from (i) Client's or any User's combination of the Service with other technology, services, software or hardware where the infringement would not have occurred but for the combination; (ii) any unauthorized modifications, alterations, or implementations of the Service made by or on behalf of Client (other than by LoanBoss); (iii) Client's or its Users' use of the Service not in accordance with the documentation provided by LoanBoss, this Agreement, and/or an Order; or (iv) Client's or its Users' use of the Service in a manner or for a purpose for which they were not designed. This section contains Client's exclusive remedies and LoanBoss's sole liability for intellectual property infringement Claims.

b. By Client. Client will indemnify, defend, and hold LoanBoss, its affiliates, its suppliers and hosting providers, and its and their respective officers, directors, members, managers, partners, employees, contractors or agents ("**LoanBoss Indemnified Parties**") harmless from and against any and all Losses incurred by any LoanBoss Indemnified Party in connection with any third-party Claim to the extent such Claim arises out of (i) any allegation that the Client Content or any portion thereof, or any use by LoanBoss thereof as permitted under this Agreement, infringes, misappropriates, or violates that any patent, copyright, trade secret, contract right or other right of any third party, (ii) Client's breach of any of the representations and warranties made under Section 5 above, or (iii) Client's gross negligence or willful misconduct.

c. Procedure. The indemnified party shall promptly notify the indemnifying party in writing of any third-party Claim for which the indemnifying party may have obligations under this Section 9; provided, however, that any failure of the indemnified party to provide prompt written notice pursuant to this Section 9 shall excuse the indemnifying party only to the extent that it is prejudiced thereby. The indemnified party shall reasonably cooperate with the indemnifying party, at the indemnifying party's sole expense, with regard to the defense of any Claim. The indemnifying party shall have full control of any such Claim and the authority to settle or otherwise dispose of any suit or

threatened suit. In no event, however, may the indemnifying party agree to any settlement of any Claim for which it has agreed to provide indemnification under this Agreement if such settlement would impose any liability or obligation upon the indemnified party, without the indemnified party's prior, written consent.

10. Data Protection

a. Definitions and Interpretation

I. "**Client Personal Data**" means any Personal Data in respect of which Client is a data controller or another entity's data processor that is processed by LoanBoss as a data processor or subprocessor, respectively, in connection with its performance of the Services.

II. "**Personal Data**" means any data concerning individuals located in the European Economic Area (the "**EEA**") falling within the definition of "personal data" under Directive 95/46/EC of the European Parliament and of the Council (the "**Directive**") or any replacement legislation, as applicable, including the General Data Protection Regulation 2016/679 (the "**GDPR**") and the Member State implementations of the GDPR (collectively, "**EU Data Protection Laws**").

III. Terms defined in the EU Data Protection Laws including, but not limited to, "controller" and "processor," shall have the same meaning when used, unless otherwise defined, herein.

b. Nature of the Processing

I. Subject Matter. The subject matter of Personal Data processing by LoanBoss is the provision of the Services to the clients of LoanBoss.

II. Duration. LoanBoss will process Personal Data during the Subscription Term and up to sixty (60) days after the expiration of the Subscription Term pursuant to Section 7(c) above.

III. Nature and Purpose. Processing is done to provide the Services to Client and communicate with Client in relation to the Services.

IV. Data Categories. LoanBoss shall process Personal Data entered into the Services by Client, as well as Personal Data provided by Client personnel interacting with LoanBoss.

V. Data Subjects. Processing concerns Client's personnel using the Services or otherwise involved in their procurement or use by Client and third-party data subjects whose Personal Data is included in the Client Content.

c. Processor Obligations

I. Client and LoanBoss acknowledge and agree that Client is the controller of Client Personal Data and LoanBoss is the processor of Client Personal Data pursuant to the Agreement. In certain instances, Client may be the processor of Client Personal Data, in which case LoanBoss is appointed as a subprocessor of such Client Personal Data pursuant to the Agreement. Whether LoanBoss is serving as a processor or subprocessor, LoanBoss's obligations shall remain pursuant to this Agreement, which align with LoanBoss's obligations as a processor pursuant to EU Data Protection Laws.

II. LoanBoss shall only use, disclose, or otherwise process Client Personal Data (including transfers to third countries from the EEA), on behalf of and in accordance with Client's documented instructions, unless otherwise required under applicable law.

III. Client hereby authorizes LoanBoss to transfer Client Personal Data to the United States for provision of the Services and performance under this Agreement, provided that (1) LoanBoss is self-certified to the E.U.-U.S. Privacy Shield with respect to Client Personal Data; or (2) LoanBoss and Client have entered into Commission Decision C(2010)593 Standard Contractual Clauses (Processors) ("**Model Clauses**") with respect to Client Personal Data, as applicable.

IV. LoanBoss shall ensure that its personnel authorized to process Client Personal Data are subject to a duty of confidentiality by contract or are under an appropriate statutory obligation of confidentiality with respect to Client Personal Data.

V. LoanBoss shall implement appropriate technical and organizational measures with respect to the Client Personal Data, after taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, for the purpose of ensuring a level of security appropriate to the risk.

VI. Upon becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access, or use of Client Personal Data (each, a "**Security Incident**"), LoanBoss shall notify Client without undue delay. LoanBoss shall further assist Client in fulfilling its personal data breach notification obligations under the GDPR, taking into account the nature of the processing and the information available to the LoanBoss.

VII. Client hereby consents to LoanBoss's use of the third parties described in the LoanBoss Subprocessor List in Appendix A at www.LoanBoss.com/terms, as such list may be updated from time to time ("**Downstream Subprocessors**") to process Client Personal Data pursuant to the Agreement. Client may opt-in to receiving notifications regarding new Downstream Subprocessors during the term of the Agreement by written notice to Privacy@LoanBoss.com. If Client reasonably objects in writing to a new or replacement Downstream Subprocessor within seven (7) calendar days after receipt of such notice, and the parties cannot resolve Client's reasonable objection within fourteen (14) calendar days after receipt of such objection, then Client may terminate the Services impacted by the new or replacement Downstream Subprocessor on written notice to LoanBoss without penalty and receive a pro-rata refund of any fees paid in advance.

VIII. Notwithstanding the foregoing, LoanBoss may replace or add a Downstream Subprocessor without prior notice to Client if, in its sole discretion, such action is necessary to prevent or mitigate risk to the Services, Personal Data, technology infrastructure, or Clients. LoanBoss shall notify Client of the replacement or additional Downstream Subprocessor as soon as possible, and Client shall retain the right to object to such Downstream Subprocessor as described in (vii) above upon receipt of such notice.

IX. LoanBoss shall enter into written contracts with its Downstream Subprocessors that include data protection obligations that are at least as strict as the standard set forth in this Agreement and shall remain liable for any breach by Downstream Subprocessor under this Agreement as if it were a breach by LoanBoss.

X. Taking into account the nature of the processing, and to the extent Client cannot fulfill such obligations directly via the Services, LoanBoss shall provide commercially reasonable assistance, including through appropriate technical or organizational measures, insofar as this is possible, to Client to fulfill its obligations to respond to data subject rights requests, specifically the right to access, rectification, erasure, restriction, objection, or portability, as applicable under the GDPR. If LoanBoss receives a request directly from a data subject it will notify Client of the request (including all relevant details provided by data subject) and await Client's instructions.

XI. LoanBoss shall notify Client without undue delay if a supervisory authority or law enforcement authority makes any inquiry or request for disclosure of Client Personal Data.

XII. LoanBoss shall provide Client with reasonable assistance should Client conduct a data protection impact assessment regarding the Services, including providing information reasonably necessary for Client's prior consultation with a supervisory authority regarding such data protection impact assessment.

XIII. LoanBoss shall make available to Client all information necessary to demonstrate compliance with the obligations laid down in this Agreement and, at Client's expense, allow for and contribute to audits, including inspections, conducted by the Client or an independent third-party auditor mandated by the Client. LoanBoss shall inform Client immediately if, in its opinion, a Client instruction infringes the GDPR or other EU or Member State data protection provision.

XIV. Upon termination or expiration of this Agreement, LoanBoss shall, in accordance with the terms of this Agreement, delete or return to Client all relevant Client Personal Data (and delete all copies) in LoanBoss's possession, save to the extent that LoanBoss is required under any applicable law to retain some or all Client Personal Data. In such event, LoanBoss shall extend the protections of this Agreement to such Client Personal Data and limit processing of such Client Personal Data to only those purposes required by applicable law, for so long as LoanBoss maintains the Client Personal Data.

d. General Provisions

I. Each party hereby represents and warrants to the other party that it complies, and will continue to comply, with applicable EU Data Protection Laws including, but not limited to, Client's and LoanBoss's obligations regarding Client Personal Data pursuant to this Agreement.

II. Client hereby grants LoanBoss the right to process and use the Aggregated Data as described in Section 4(d), including, but not limited to, for the purposes of statistics, usage reporting, data analytics, industry analysis, market research, and other similar purposes, and for general business purposes including, but not limited to, the sale and/or license of Aggregated Data to third parties.

III. The headings of any sections, subsections, and paragraphs of this Agreement are inserted for convenient reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. LoanBoss Ongoing Services

During any Subscription Term for which LoanBoss's is licensed, if applicable, LoanBoss will regularly update the following types of data within the Services on the terms and conditions contained herein:

- Net Operating Income (NOI)

- Occupancy

- Loan balance

Client shall designate an employee or third party that is responsible for providing updated data to LoanBoss. Client must notify LoanBoss of any change to Client's designated contact. LoanBoss will provide a process and instructions by which Client (or Client's designated contact) may provide updated data to LoanBoss. LoanBoss shall have no obligation to update data unless updates are submitted within the given update period and in accordance with LoanBoss's reasonable instructions. Client is solely responsible for the completeness and quality of data and/or images provided to LoanBoss. LoanBoss will accept the following file formats: .txt, .csv, .xls(x), .pdf, .jpeg, .png, .doc(x), and .rtf. LoanBoss does not accept file formats that are not designed to be human-readable (e.g., .xml, database extracts, etc.).

Client (or Client's designated contact) is responsible for working with the LoanBoss team to approve the mapping from Client's original source data to the appropriate LoanBoss data items. LoanBoss will have no responsibility for mapping issues discovered after Client has approved the mapping. Should the format of Client's data change for any reason, Client (or Client's designated contact) will be required to repeat the mapping process with the LoanBoss team (which may be subject to additional deployment fees).

All data described in this Section 11 shall be deemed Client Content for purposes of this Agreement.

12. Service Levels

LoanBoss shall use commercially reasonable efforts to maintain the online availability of the Services for a minimum of availability in any given month of 99.5% (excluding scheduled maintenance, force majeure and outages that result from any Client or third party technology issues). LoanBoss reserves the right to modify the Services from time to time by adding, deleting, or modifying features to improve the user experience or for other business purposes, and to modify the customer support provided in connection with the Services. LoanBoss further reserves the right to discontinue any feature of the

Services at any time at LoanBoss's sole, reasonable discretion. Any such modification or discontinuance during any Subscription Term shall not materially decrease the overall functionality of the Services.

13. Other Terms

a. Entire Agreement and Changes. This Agreement and all executed Order(s) constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Client is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise or inducement not included in this Agreement is binding.

LoanBoss may update or revise this Agreement from time to time in its sole discretion without notice to Client, and LoanBoss recommends that Client review this Agreement on a regular basis to stay abreast of the most current version. The most current version will be posted on the LoanBoss site. Client's continued use of the Services after any update or revision to this Agreement constitutes Client's acceptance of the updates or revisions. No waiver of this Agreement is effective against a party unless that party signs such waiver in writing. Client shall appoint an account owner who shall have the authority to add subscriptions to Client's account by written request (including email), online/in-app request and other means which may be introduced by LoanBoss. Client shall be bound by all actions of its account owner. Client may change the account owner upon written notice to LoanBoss.

b. No Assignment. Neither party may assign or transfer this Agreement (including by operation of law) or an Order to a third party, except that this Agreement with all Orders may be assigned by LoanBoss, without the consent of Client, as part of a merger, reorganization, change in control, or sale of substantially all the assets of LoanBoss.

c. Independent Contractors. The parties are independent contractors with respect to each other and nothing in this Agreement shall be deemed to establish any partnership, joint venture, employment, franchise or agency relationship. Further, neither party will have the power to bind the other without the other's prior written consent nor make any representation that it has any such power.

d. Force Majeure. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation, force majeure events.

e. Money Damages Insufficient. Any breach by a party of Sections 4 and 6 of this Agreement or violation of the other party's intellectual property rights will cause

irreparable injury or harm to the other party. In such an event, the other party shall, without waiving any further remedies, be entitled to obtain a court order from a court of competent jurisdiction to stop any breach or avoid any future breach. Such party will not be required to post a bond or other security in connection with the granting of any such injunctive or equitable relief.

f. No Additional Terms; No Waiver. LoanBoss rejects additional or conflicting terms of any Client form-purchasing document. No failure or delay by either Party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

g. Order of Precedence. If there is an inconsistency between this Agreement and an Order, the Order prevails.

h. Survival of Terms. Any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement will survive (including, without limitation, the confidentiality terms, the proprietary rights, the disclaimer, and the indemnity terms). The UN Convention on Contracts for the International Sale of Goods does not apply.

i. Serverability. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

j. Feedback. By submitting ideas, suggestions or feedback to LoanBoss regarding the Service, Client agrees that such items submitted do not contain confidential or proprietary information, and Client hereby grants LoanBoss an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose, without any compensation or attribution to Client.

k. Reference Account. Client shall allow LoanBoss to use its name and logo in its marketing communications and materials, in accordance with Client's trademark guidelines and policies.

l. Anti-Bribery. No payments or undue financial or other advantage of any kind shall be made by Client to advisers or agents, directly or indirectly, to any entity, government, corporation or other person for the purpose of improperly influencing the consideration of applications for a business activity or the receipt of any other benefits, including the obtaining or retaining of business. Each party shall:

I. comply with all Applicable Laws relating to anti-bribery and/or anti-corruption;

II. not engage in any activity, practice or conduct which constitutes an offense under any applicable anti-bribery and/or anti-corruption legislation; and

III. notify the other party immediately if it becomes aware that, or has reason to believe that, it has breached his obligations under this paragraph.

m. No Third-Party Beneficiaries. Except as otherwise expressly provided for in this Agreement, nothing in this Agreement, express or implied, is intended or shall be construed to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement. No person who is not a party to this Agreement shall have any right to enforce any term of this Agreement.

n. Governing Law and Venue. This Agreement is governed by the laws of the State of North Carolina (without regard to conflicts of law principles) for any dispute between the parties arising out of or relating to the subject matter of this Agreement. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts in Charlotte, North Carolina for any dispute between the parties arising out of or relating to the subject matter of this Agreement.

Where Client is a resident of the EEA, any dispute between the parties arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which are deemed to be incorporated by reference into this <u>Section 13</u>. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be in London. The language to be used in the arbitral proceedings shall be English. Throughout this arbitration, the governing law of the contract shall be in the substantive law of the State of North Carolina.

o. Digital Millennium Copyright Act. LoanBoss respects the intellectual property rights of others and attempts to comply with all relevant laws. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at http://www.copyright.gov/legislation/dmca.pdf, LoanBoss will respond expeditiously to claims of copyright infringement committed using the Website that are reported to LoanBoss' Designated Copyright Agent. LoanBoss will review all claims of copyright infringement received and remove any content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the "**Act**") for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Copyright Agent

c/o LoanBoss, Inc.

1300 South Mint Street, #410

Charlotte, NC 28203

support@loanboss.com

If you believe that your work has been copied on the LoanBoss platform or website in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Website where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) identify the material that you claim is infringing (or to be the subject of infringing activity) and that you contend is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site(s) where such material may be found, (iv) your address, telephone number and, if available, e-mail address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law (e.g. as a fair use); (vi) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vii) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

p. Trademarks and Service Marks. Any and all trademarks, service marks, and logos of LoanBoss (the "LoanBoss Trademarks") used and displayed on the LoanBoss website are registered and unregistered trademarks or service marks of LoanBoss. Other company, product, and service names located on the LoanBoss website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with LoanBoss Trademarks, the "Trademarks"). Nothing on the LoanBoss website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without LoanBoss' prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by LoanBoss in writing. All goodwill generated from the use of LoanBoss Trademarks inures to the benefit of LoanBoss. Elements of the LoanBoss website are protected by trade dress,

trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Services or Content may be retransmitted without the express, written consent of LoanBoss for each and every instance.

q. Additional Notice to Non-U.S. Residents. The LoanBoss website and the affiliated servers are based in the United States. LoanBoss makes no claims concerning whether the Services may be accessed, viewed, or be appropriate for use outside of the United States. If Client accesses the LoanBoss website or the Services from outside of the United States, Client does so at Client's own risk. Whether inside or outside of the United States, Client is solely responsible for ensuring compliance with the laws of Client's specific jurisdiction.

Please Note: You are entering into a legally binding agreement.

Last updated on November 15, 2023

LoanBoss Platform Subprocessors

Amazon Web Services: Physical Hosting Environment. The Production instance is located in AWS region us-east-1, N. Virginia.

Nagios: URL and end point monitoring to make sure the application is up and responding

Domo: Business intelligence platform that allows users to join, analyze, and picture out information to give insight into business metrics.