

Subscription Manager Addendum to MSA

The provision of Subscription Manager by Company to Client pursuant to the Subscription Manager terms and conditions set forth below (the “**Subscription Manager Terms**”) shall be subject to the terms and conditions of the Master Services Agreement between Company and Client that governs the provision of the Platform and Platform Services (the “**MSA**”) and any applicable Order. If these Subscription Manager Terms and the terms of the MSA or Order conflict or are inconsistent, these Subscription Manager Terms shall govern and control strictly as it relates to the provision of Subscription Manager provided by Company.

1. Subscription Manager Terms.

- a. These Subscription Manager Terms apply to the Subscription Manager products and services provided to Client (referred to herein collectively as the “**SM Services**”). These Subscription Manager Terms form a contract (the “**Addendum**”) that governs the relationship between Array US, Inc. and its Affiliates (referred to herein as “**us**” or “**our**”) with any individual, including Subscribers, or business (referred to herein as “**you**” or “**Client**”) that accesses, uses, requests, or receives the SM Services. Our third-party providers, including The Bill Reduction Company, LLC, and Plaid Inc. (each referred to herein as “**Contractor**”), are third-party beneficiaries to this Addendum.
- b. Our privacy policy located at <https://array.com/legal/#privacy> (the “**Privacy Policy**”) describes how we collect and use personal and non-personal information when you request the SM Services, and should be read together with the MSA, applicable Order, and this Addendum. By using the SM Services, you are agreeing that we may use information collected through the SM Services in accordance with the Privacy Policy.
- c. The Services are made available to you only on the condition that you agree to be bound by the current Subscription Manager Terms. If you do not agree, do not access or use the SM Services. You may only use the SM Services in compliance with these Subscription Manager Terms and all Applicable Laws, rules, and regulations. If you reside in a jurisdiction that restricts the use of internet-based applications or the ability to enter into contracts such as this Addendum according to age or for any other reason, and you are under such age limit or subject to such other restriction, you are not permitted to use the SM Services. By using the SM Services, you are representing that you have the legal capacity and authority to enter into this Addendum, and that you have reviewed, understand, and accept this Addendum without limitation or qualification. If you are accepting this Addendum on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so. You further understand that by selecting SM Services for purchase and entering personal information where prompted, you are submitting an electronic signature and entering into a legally binding contract with us for the purchase of such SM Services.
- d. We may modify the Addendum or MSA from time to time by notifying you of such modifications by any reasonable means as specified in the MSA. Your continued use of the SM Services after any such changes indicates your acceptance of the modifications. Note that any such modifications will not apply retroactively to any dispute between you and us arising prior to the date on which we posted the revisions or otherwise notified you of the changes.

2. Services Description.

- a. Our SM Services include negotiating on Subscriber’s behalf with certain companies that provide the Subscriber with products paid for on a recurring basis, such as memberships, subscriptions, telecommunications, internet, cable, satellite, and security companies (the “**Providers**”). Client or Subscriber may ask us to negotiate with certain Providers to attempt to reduce the amount billed monthly for that Provider’s service (a “**Bill Reduction**”). Client or Subscriber also may request that we contact certain Providers to cancel memberships or subscriptions (a “**Subscription Cancellation**”). The SM Services may

also include the presentation of other related services designed to help you save money. We reserve the right to determine and modify the SM Services we offer in our sole discretion.

3. Required Consumer Authorization.

- a. Subscriber Agreement. Unless otherwise allowed under Applicable Laws, each Subscriber shall be required to enter into an agreement or provide other authorization containing certain terms and conditions related to the access and/or use of the Subscriber's Data, and when and where required, shall, include disclosures similar to those set forth herein (the "Subscriber SM Disclosures"). Such Subscriber SM Disclosures shall govern the Subscriber's consent and access to, use, and distribution of the Data and related Products, as well as the Subscriber's affirmation of such consent. The Subscriber SM Disclosures (samples provided below) may be amended and/or updated by the Company, or as required by a Data Provider or Contractor from time to time, and to the extent applicable to the Client's use of the Platform or Platform Services, Client agrees to make similar modifications or changes to the Subscriber SM Disclosures and the verbiage therein as Company, or a Data Provider or Contractor, may request.
- b. Sample Subscriber SM Disclosures.
 - i. *"By signing up for our Subscription Manager Services and submitting personal information, you are granting us (which includes any third-parties that assist in the provision of the services) permission to negotiate with your Provider(s) on your behalf. You hereby acknowledge and agree that we are authorized to use the information you provide to communicate with the applicable Provider, make changes to your account(s) with the Provider, and to modify or cancel the services and/or features that you receive from the Provider, in accordance with these Subscription Manager Terms. This means that if you request Subscription Manager Services, you expressly consent to any changes that we make to your account in order to reduce your bill as long as the changes do not reduce the features or quality of the products you receive from the Provider or extend the term of your contract. We may add discounts, credits, or promotions to your account, or add features or improve the quality of the products you receive, without obtaining additional permission or consent from you to make such changes as long as the changes reduce your bill. We may contact you and request additional consent to extend the term of your contract with your Provider or make other changes to your services from the Provider, in which event we may rely on your verbal, SMS text, or email permission to do so. After the Subscription Manager Services have been performed, your Provider may limit your ability to revert to a prior plan."*
 - ii. *"When you sign up for Subscription Manager Services, in order to try to ensure that you continue to receive the lowest available rate without interruption, you are also granting us (which includes any third-parties that assist in the provision of the services) the right but not the obligation to monitor available rates and repeat the Subscription Manager Services if we determine that the savings applicable to your account are set to expire or that you may otherwise be eligible for additional savings. We will send you an email prior to performing these additional Subscription Manager Services with instructions for opting out if you do not want us to perform the Subscription Manager Services. If you do not opt out, then we will perform the Subscription Manager Services and the Fees for such additional Subscription Manager Services will be billed pursuant to the Subscription Manager Terms."*
 - iii. *"Your Provider may require your verbal confirmation or additional information to verify that we (which includes any third-parties that assist in the provision of the services) are acting as your agent. If this is the case, we won't be able to perform the Subscription Manager Services until you provide the additional information or confirmation in accordance with the method required by the Provider. In some instances, it may be necessary for our agents to represent to the*

Provider that they are the account holder in order to perform the Subscription Manager Services, and you consent to such representation for the sole purpose of performing the Subscription Manager Services.”

- iv. *“Please remember that you may not sign up for Subscription Manager Services unless you have the authority to make changes to the applicable account with the Provider and to grant that authority to us (which includes any third-parties that assist in the provision of the services). By requesting these Subscription Manager Services you represent and warrant that you have such authority. If you are not the account holder and you sign up for Subscription Manager Services as an authorized representative of the account holder, you will be jointly and severally liable with the account holder for the fees incurred for the Subscription Manager Services you request. You will be personally liable for all fees incurred or damages that result from signing up for Subscription Manager Services without proper authorization, and also agree to indemnify us for any damages we may incur as a result.”*

4. Provision and Use of Information.

- a. In order to receive SM Services, Subscriber must provide us with the information we need to perform the SM Services. For SM Services, this information includes the account holder’s name, requestor’s name and relationship to the account holder (if different), and respective addresses, phone numbers, and email addresses, the name of the Provider, Provider account number, the applicable password, pin number, or other security credentials to access the account, and any other specific information Provider may require for us to make changes to your account. If we already have any of this information, you agree that we may provide this information directly to our Contractor for the performance of the SM Services.
- b. You also agree to provide us with any additional information relevant to the negotiations prior to the start of the negotiation, including notifying us if you signed up for the product within the past year or are planning to cancel or switch Providers within the next year. We may decline to provide the requested SM Services based on the information provided in our sole discretion.
- c. You represent and warrant that all of the information you provide to us is accurate, complete, and correct. You agree that we may rely upon and share your information with our Contractor, agents, Providers, and otherwise as necessary in order to offer, provide, and track the SM Services. Subscriber personal information will only be used in the manner and for the purposes set forth in our Privacy Policy.

5. Negotiated Savings.

- a. We calculate the total amount of savings that we negotiate for Subscriber (the **“Negotiated Savings”**) by comparing the new rate that we obtain for Subscriber from the Provider against the current rate Subscriber is paying at the time of the negotiation for the duration the new rate will be in effect. In the case of products that are billed to Subscriber by Provider monthly, the Negotiated Savings equals the amount by which the Provider has agreed to reduce Subscriber’s monthly bill multiplied by the number of months that are eligible to receive the reduction, up to a maximum of 24 months (the **“Savings Period”**). We will inform Subscriber of the outcome of our negotiations, what the new rate will be, the Savings Period, and the total amount of Negotiated Savings. While we cannot guarantee that every negotiation will result in Negotiated Savings, Subscriber will not be charged Fees if there is not Negotiated Savings.
- b. The rate Subscriber is paying prior to the SM Services that we use to calculate Negotiated Savings will be the amount we confirm with the Provider, which may be different from the billing statement Subscriber provided. In the event we perform SM Services immediately prior to the expiration of a discounted rate, the Negotiated Savings will be calculated using the applicable rate that the Provider indicates Subscriber would otherwise be charged upon expiration of the discounted rate. For purposes of calculating the Negotiated Savings, the new negotiated rate will not include price increases occurring after the negotiation that arise from (1) one

time purchases or fees incurred by the account holder; (2) regularly scheduled price increases by the Provider that are applied generally and not specific to the account (e.g. an increase to the Broadcast TV Fee); (3) the addition of products or upgrades to the existing products on the account; or (4) the expiration of discounts, promotions, or credits on the account that were not put into place as a result of the SM Services.

- c. If you or Subscriber asks us to cancel some but not all of the products received from a Provider and negotiate the remaining parts of the applicable bill, the Negotiated Savings will be based off of the entire original bill. If you or Subscriber direct us to increase the quality or features of the products received from a Provider, the Negotiated Savings will be calculated based on the applicable non-discounted rate that the Provider indicates would have been charged for those modified products, instead of the historic rate paid for the original products. This rule does not apply to any increased levels of service not specifically requested but received as a perk of the SM Services.

6. Payment for Services.

- a. If our negotiations with Provider do not result in Negotiated Savings, then there are not Fees for the SM Services. **If we are successful, you agree to pay us a Fee equal to a percentage of the Negotiated Savings as specified in an applicable Order or written agreement, subject to any applicable discounts for which you qualify.**
 - i. *Example:* If we negotiate Subscriber's cable television bill down by \$100 per month, effective for a period of 12 months, then the Negotiated Savings are \$1,200, and the amount you will be charged for the SM Services will be X% of \$1,200, where X% is specified in the applicable Order.
- b. The SM Services also provide a flat rate cancellation fee as specified in an applicable Order or written agreement, subject to any applicable discounts. We may from time to time offer you other types of SM Services. In such event, the specific pricing and any additional terms for such SM Services will be communicated to you with such offer. All amounts are in US Dollars unless otherwise noted.
- c. You agree to pay all Fees for the SM Services we furnish to you pursuant to this Addendum. We will inform you via email when your SM Services have been completed, and again when your invoice is available. The invoice will include the amounts due for the SM Services (the "**Fees**") and the payment due date.
- d. We reserve the right to collect your payment information in advance of performing the SM Services, and to charge such payment method for the total Fees due unless you elect to pay sooner or choose a payment plan. By providing a payment method to us for payment of the SM Services, you authorize us to use such payment method for payment of all amounts owed to us hereunder, including for additional SM Services or a payment plan provided pursuant to this Addendum. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party. We may determine and modify what payment methods we accept from time to time in our sole discretion.
- e. If you dispute the amounts you are invoiced or are dissatisfied with the SM Services for any reason, you agree to contact us in writing, describe in reasonable detail the facts and circumstances which are the basis for such dissatisfaction or dispute, and cooperate with us in good faith to provide us the opportunity to remedy the situation or issue a refund before requesting a chargeback or making a complaint or filing a claim against us. If you do not notify us of your dispute of our invoice for the SM Services within thirty (30) days from the date of such invoice, the invoice will be deemed accepted and valid.
- f. It is Subscriber's responsibility to confirm that the Negotiated Savings are reflected in the next bill from the Provider, and to notify us within thirty (30) days of receipt of our invoice for SM Services if the Provider bill does not show the Negotiated Savings. Upon receipt of notice from you or Subscriber of the disparity, we will research and contact the Provider to try to resolve the issue. If we determine that the Provider is not going to offer the negotiated rate such that the Negotiated Savings will not be the amount originally calculated, we will recalculate the Negotiated Savings (if any) and issue an updated invoice and a refund of any

overpayment if payment of the Fees was already received for the SM Services. If you or Subscriber do not notify us that the Negotiated Savings were not received within thirty (30) days from the date of our invoice for the SM Services, the Negotiated Savings originally calculated will be deemed to be correct and will be assumed to have been applied to your account, and you will owe us any applicable Fees for the SM Services.

- g. If Subscriber requests SM Services for a product that Subscriber intends to terminate and fails to notify us of this fact prior to the start of the negotiation as required herein, you will be responsible for the Fee incurred based on the entire available Savings Period, including beyond Subscriber's anticipated termination date. However, in the event a product for which Subscriber received SM Services is unexpectedly terminated prior to the end of the Savings Period, you or Subscriber may notify us in writing no later than thirty (30) days after such termination to request a pro-rata credit based on the Negotiated Savings not actually received by reason of the termination. The request must identify the account with us, and include proof of the actual date of termination by Provider. We will make adjustments to the account to the extent that we reasonably determine appropriate based on the circumstances in the form of a pro-rata credit to the account equal to the amount paid to us in Fees for Negotiated Savings not actually received because of the termination. Such credit is non-transferrable, not redeemable for cash, and may be used for Fees incurred for other SM Services purchased from us.
- h. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. You are responsible for paying any such taxes and duties assessed in connection with this Agreement by any authority within or outside of the U.S., except for taxes payable on our net income.

7. Cancellation of Services and Agreement Termination.

- a. We strive to begin negotiations promptly upon receipt of a request for SM Services, so if you or Subscriber wish to cancel a requested negotiation please do so within 24 hours of submitting the request for SM Services. If you or Subscriber wish to cancel after the SM Services have begun but are not yet completed, you may be responsible for reimbursing us for our reasonable costs expended in performing the SM Services up until such cancellation. SM Services already performed may not be reversible with the Provider.
- b. We may decline to accept a request for SM Services or may elect to stop performing SM Services for you or Subscriber at any time in the exercise of our sole discretion.
- c. We may terminate the SM Services, an Order, and/or the MSA at any time and stop providing the SM Services without penalty or liability. We reserve the right to pursue all other available remedies in addition to termination in the event of breach of this Addendum.
- d. This Addendum will become effective upon first use of the SM Services, and thereafter will continue until such time as when you no longer use the SM Services or the Addendum is terminated as permitted herein.

8. Disclaimers.

- a. The SM Services are not intended to, and do not, constitute legal, professional, or financial advice, are not intended to be a substitute for such advice, and may not be used for such purposes. Always seek the advice of your attorney, tax advisor, financial planner, or other professional advisor with any questions you may have regarding such matters. Our agents, representatives, and employees performing the SM Services are not authorized to provide any such advice or make any claims of guaranteed savings or representations of expected results on our behalf. No written or verbal statement from our representatives shall supplement or amend the MSA, an Order, or this Addendum. We do not guarantee that any savings or particular outcome will be achieved through the SM Services.

9. Remedies.

- a. If you are dissatisfied with the SM Services, your sole and exclusive remedy is to terminate the Order or SM Services, as applicable, and seek a refund of the Fees paid for such SM Services through the process

described in this Addendum.

10. Indemnity.

- a. You will indemnify and hold the us, our Contractors, and our respective directors, officers, members, shareholders, employees, agents, representatives, and vendors harmless with respect to any suits, claims, demands, damages, and losses (including reasonable attorneys' fees) arising out of (i) your breach of this Agreement or any representation or warranty herein contained; (ii), any infringement by you of the copyright or intellectual property rights of any third party; (iii) your use or misuse of the Platform Services, including SM Services; (iv) your violation of Applicable Laws, rules or regulations in connection with your use of the SM Services; (v) our use and reliance on information or content provided by you or Subscriber pursuant to this Addendum; or (vi) any data or content that you or Subscriber submit, post, or otherwise provide to us.

11. Miscellaneous.

- a. Our Contractors are third party beneficiaries to this Addendum. No provision of this Addendum provides any other person or entity not a party to this Addendum with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.
- b. The headings contained in this Addendum are for reference purposes only and shall not affect in any way the meaning or interpretation of this Addendum.
- c. This Addendum, including the MSA and any applicable Order, constitutes the entire agreement between you and us regarding the SM Services and supersedes any prior agreements between you and us and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. This Addendum can only be amended by us, as provided in this Addendum or the MSA. No written or verbal statement, advertisement, or product description will contradict, interpret, or supplement this Addendum.
- d. This Addendum may be published in a number of languages for information purposes and ease of access by customers. It is only the English version that is the legal basis of the relationship between you and us, and in case of any discrepancy between a non-English version and the English version of this Addendum, the English version shall prevail.