

## Student Loan Aid Addendum to MSA

The provision of Student Loan Aid by Company to Client pursuant to the Student Loan Aid terms and conditions set forth below (the “**Student Loan Aid 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 Student Loan Aid Terms and the terms of the MSA or Order conflict or are inconsistent, these Student Loan Aid Terms shall govern and control strictly as it relates to the provision of Student Loan Aid provided by Company.

### 1. Student Loan Aid Terms.

- a. These Student Loan Aid Terms apply to the Student Loan Aid products and services provided to Client (referred to herein collectively as the “**SLA Services**”). These Student Loan Aid 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 SLA Services.
- 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 SLA Services, and should be read together with the MSA, applicable Order, and this Addendum. By using the SLA Services, you are agreeing that we may use information collected through the SLA Services in accordance with the Privacy Policy.
- c. The SLA Services are made available to you only on the condition that you agree to be bound by the current Student Loan Aid Terms, including all restrictions provided herein. If you do not agree, do not access or use the SLA Services. The following apply to access to, and use of, the SLA Services:
  - i. You may only use the SLA Services in compliance with these Student Loan Aid Terms and all Applicable Laws, rules, and regulations;
  - ii. Client Subscribers must be a resident of the United States;
  - iii. 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 SLA Services;
  - iv. By using the SLA 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;
  - v. 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; and
  - vi. You further understand that by selecting SLA 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 SLA 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 SLA 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 SLA Services include utilizing the Subscriber's credit report after obtaining Subscriber's consent, to provide information on student loan tradelines from banks, banking cores, lenders, creditors, and other financial institutions (the "Banks"). Client shall coordinate with Company regarding the Subscriber's consent and tradeline information exchanges to present the information to the Subscribers via the Client's Subscriber interface for Subscriber education purposes. The SLA Services may also include the presentation of other related services designed to help Subscribers manage their credit health. We reserve the right to determine and modify the SLA Services we offer in our sole discretion.
- b. Subscriber Information. The Parties hereby acknowledge that: (i) the information accessed, processed and analyzed by Company relating to Subscribers' loan accounts ("Account(s)") and provided by Company to Client and Subscribers ("Account Data"); and (ii) information provided by Client or Subscribers to Company (including Subscribers' login credentials and other authentication information) (collectively with Account Data, "Subscriber Information"), may include personally identifiable information ("Personal Data"), subject to applicable privacy laws, including the Gramm-Leach-Bliley Act of 1999. In order to protect the confidentiality, privacy, and integrity of Subscriber Information, the Parties shall comply with all Applicable Laws and information security requirements provided in the MSA.
- c. Subscriber Benefit. Client acknowledges and agrees that Accounts, ongoing syncing processes, and use of the Product is being made available to Client solely for the benefit of Subscribers, and any information or works derived from the Product will be used solely for the benefit of Subscribers. Client shall not use the Product for any other purpose. Client acknowledges and agrees that Company is providing Subscribers access to the Product and the Platform Services for the benefit of Subscribers. The Parties further acknowledge and agree that Subscribers are the owners of their respective Accounts and Account Data, and that Company is granted the right and license to use, collect, and process Subscriber Information via Subscribers' acceptance of Company's Privacy Policy as each may be amended from time to time hereafter (available here: <https://array.pactsafe.io/#privacy>).
- d. Data Access. Client shall not obtain access to the Data obtained by Company from its third party vendors in provision of the SLA Services.
- e. Subscriber Registration. Subscribers will register on the Product in order to access and use the Product and the Platform Services or Client will register Subscribers on their behalf. In connection therewith, Client will be responsible for: (i) its Subscribers' acceptance of the applicable terms; and (ii) obtaining Subscribers' consent to Client's grant to Company and its third party vendors of the right to use Subscriber Data in order to provide the SLA Services hereunder, on behalf of, and at the direction of, Subscribers.
- f. No Guarantee. Company does not guarantee that: (i) the SLA Services will be effective; (ii) any specific result will occur; or (iii) Company will identify all information relevant to the SLA Services. Client understands and agrees that Company is not responsible for the actions or inactions of any third party, and that Company makes no representations, warranties or guarantees related to such third party. Client expressly agrees that Company will not be liable to Client or Subscribers under any circumstances for any actions or inactions of third parties. Client understands and agrees that Company is not a credit repair organization as defined under federal or state law, including the Credit Repair Organizations Act.

## **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 SLA Disclosures"). Such Subscriber SLA Disclosures, in

conjunction with applicable terms in the MSA, 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 SLA Disclosures (samples provided below) may be amended and/or updated by the Company, or as required by a Data Provider or Third Party Service Provider 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 SLA Disclosures and the verbiage therein as Company, or a Data Provider or Third Party Service Provider, may request.

b. Sample Subscriber SLA Disclosures.

- i. Sample Web Page Disclaimer 1: *"You understand that by [checking this box and] clicking on the 'I Accept' button below, you agree to the terms and conditions, acknowledge receipt of our privacy policy, and you are providing 'written instructions' under the FCRA to [Client] authorizing [Client] to obtain information from your personal credit profile from each credit reporting agency and the financial institutions indicated by you and in your credit report. [Client] will use this information solely in connection with identifying and obtaining data on your liability/debt accounts such as account number, type, balance, interest rate, payoff information, late fees, payment history, etc. ("Enhanced Data"). You authorize [Client] to obtain such information solely to confirm your identity and display your credit data and Enhanced Data to you."*
- ii. Terms and Conditions Disclaimer: *"You understand that by clicking on the "I Accept" button and signing up for services, you are providing "written instructions" to [Client] and its employees, agents, subsidiaries, affiliates, contractors, third party data sources and suppliers, applicable financial institutions, lenders, creditors, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, to access your credit files from each national credit reporting agency, as well as financial institutions, lenders, creditors, and service providers, or any of their third parties, and to exchange information about you with each such entities in order to verify your identity and to provide the products and/or services to you. You agree and hereby authorize Company, its agents and employees, to provide your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties as provided in our Privacy Policy, as may be amended from time to time. You waive any and all claims against Company and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. Your further authorize Company and its agents and employees to obtain various information and reports about you (or about your child that you have enrolled, if applicable) in order to provide the products and/or services, including, but not limited to, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts."*
- iii. Privacy Policy/Terms and Conditions Disclaimer: *"While enrolling for the products and/or services, we may ask you for the following types of information: contact information (such as name, address, phone number, and email address); sensitive information (such as date of birth, driver's license number and social security number); personal information to verify your identity and financial information (such as credit card number). This information is required in order to verify your identity, charge you the agreed upon fees for our products and services, and to fulfill our obligation to provide our products and services to you, including communicating with third parties as necessary to provide such products and services, such as identification verification companies, consumer reporting agencies, financial institutions, creditors, lenders, payment validation companies, law enforcement agencies, or others."*

**4. Payment for SLA Services.**

- a. All amounts payable under this Addendum are subject to the terms provided in the MSA and 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.

#### **5. Disclaimers.**

- a. The SLA 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 providing the SLA Services are not authorized to provide any such advice or make any claims of guaranteed savings, debt settlement benefits, 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, settlement, or particular outcome will be achieved through the SLA Services.

#### **6. Indemnity.**

- a. You will indemnify and hold us, our Third Party Service Providers, and the respective directors, officers, members, shareholders, employees, agents, representatives, and vendors of each 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 SLA Services; (iv) your violation of Applicable Laws, rules or regulations in connection with your use of the SLA 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.

#### **7. Subscriber Support.**

- a. Client Support Services are not included in the scope of services provided by Company. You shall be responsible for providing Client Support Services, which shall include, but not necessarily be limited to, agents focused on managing inquiries relative to (a) subscription or billing status; (b) password ID/account lockouts; (c) questions regarding your products and features; and (d) issue triage to determine if any issues involve questions that require escalation to Company Support Services.
- b. Company Support Services shall be provided by Company or its agents to you and/or your Subscribers as necessary. Company Support Services will provide comprehensive services throughout the issue resolution process, including one-on-one guidance to you or your Subscribers to address issues resulting from the use of or access to the Products.

#### **8. Miscellaneous.**

- a. Our Third Party Service Providers 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 SLA 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.