

## **FinancialLinks Product Addendum to MSA**

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

### **1. FinancialLinks Terms**

- a. These FinancialLinks Terms apply to the FinancialLinks products and services provided to Client (the “FinancialLinks Services”). These FinancialLinks Terms form a contract (the “Addendum”) that governs the relationship between Array US Inc. and its affiliates (“Array” or “Company” or “us” or “our”) with any individual or business (“Client” or “you”) that accesses, uses, requests, or receives the FinancialLinks Services. Our third-party providers 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 FinancialLinks Services, and should be read together with the MSA, applicable Order, and this Addendum. By using the FinancialLinks Services, you agree that we may use information collected through the FinancialLinks Services in accordance with the Privacy Policy.
- c. The FinancialLinks Services are made available to you only on the condition that you agree to be bound by the current FinancialLinks Terms, including all restrictions provided herein. If you do not agree, do not access or use the FinancialLinks 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 FinancialLinks 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. The FinancialLinks Services provides data connectivity and intelligence services through a suite of APIs and associated tools. The FinancialLinks Services enable clients to securely connect Subscriber financial accounts, retrieve standardized financial data, and leverage insights for financial applications.

### **3. Client Obligations**

- a. Cooperation. Client will cooperate with Company in provision of the FinancialLinks Services and will perform those tasks and fulfill those responsibilities specified as “Client” in this Addendum and the Agreement.
- b. Subscriber Consents. Before a Subscriber uses a Client Application to access the FinancialLinks Services and before Client collects, uses, processes, shares, or stores Subscriber Data or Outputs (which shall include Subscriber Data that Company receives, processes, and normalizes through proprietary processes via the FinancialLinks Services; except Output does not include un-modified Subscriber Data provided by Subscribers or the unmodified underlying financial information or other Subscriber information contained within the Subscriber Data), Client will ensure that it has provided all notices and obtained all consents from the Subscriber (“Subscriber Consent”) that are necessary

under Applicable Law, the terms of Client's Subscriber agreement ("Client Subscriber Agreement"), and Client's privacy policy ("Client Privacy Policy") (together, these documents are "Subscriber Notices" and this process is the "Subscriber Consent Process") to permit the Company to process, use, and disclose Subscriber Data as described in Company's Privacy Policy, available at <https://array.com/legal#privacy>; which may be amended from time to time. The Client Privacy Policy must not conflict with the rights and obligations set forth in the Company Privacy Policy or any Financial Institution privacy policy.

- c. **Subscriber Notices.** Client will ensure that Subscriber Notices (1) include all disclosures required by Applicable Laws; and (2) are clear and conspicuous and generally describe: (i) the categories of Subscriber information and Outputs collected; (ii) how Client will use and process Subscriber information and Outputs; (iii) categories of persons with whom Client will disclose Subscriber information and Outputs and why; and (iv) how Client will store Subscriber information and Outputs.
- d. **Compliance with Applicable Laws.** Client will comply and will cause its service providers to comply with Applicable Laws in the performance of its obligations under the Agreement. Client will not collect, use, process, disclose, or store any Subscriber information or Outputs for any purpose not permitted by Applicable Laws or the Agreement.
- e. **Client Use of the FinancialLinks Services.** As part of the FinancialLinks Services, Company is providing Outputs to Client at the request of a Subscriber for Client to use in its internal algorithms or other decision-making processes for Client's business purposes ("Client Business Purposes"). In addition to Client's obligations provided herein, including capturing Subscriber Consent, the Subscriber must request a specific product or service from Client before Company is able to provide Outputs to Client. As part of providing Outputs to Client, Client acknowledges that Company is not assembling or evaluating Subscriber Data and is instead acting, at the Subscriber's request, as a conduit of the Subscriber's Data from the Subscriber's Financial Institution to Client for Client to use for Client's Business Purposes, including for Client to assemble and evaluate Subscriber Data.
- f. **Not for use as "consumer report" without Company's written approval.**
  - i. Unless approved in writing by Company, Client will not, and will not permit or enable any Affiliate, Authorized User, or third party to use any FinancialLinks Services, the Output, or any components of the FinancialLinks Services: (a) as a or as part of a "consumer report" as defined in the Fair Credit Reporting Act, or (b) such that the FinancialLinks Services or any components of the FinancialLinks Services would be deemed to be a "consumer report" as defined in the Fair Credit Reporting Act.
  - ii. "Authorized User" means Client's employees, consultants, contractors, representatives, and agents (and individual employees of the same) to whom Client has provided access to the FinancialLinks Services.
  - iii. If Company approves use of the FinancialLinks Services as a consumer report, Client shall comply with all applicable requirements of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). In the event that such data is used to take an adverse action, Client must provide a clear and conspicuous adverse action notice to the consumer in accordance with FCRA requirements, including disclosure of the action taken, the name and contact information of the consumer reporting agency that furnished the information, and notice of the consumer's rights to obtain a free copy of the data and to dispute the accuracy or completeness of the information. Any dispute received by Client relating to the FinancialLinks Services must be forwarded to [compliance@array.com](mailto:compliance@array.com) within one business day of receipt by Client.
- g. **Not a "consumer reporting agency."** Client represents and warrants that it is not a "consumer reporting agency" as defined in the Fair Credit Reporting Act and will not become a consumer reporting agency during the Term. Further, unless approved in writing by Company, Client will not

take any action during the Term that would cause Company, any Affiliate or any other third party to be deemed a “consumer reporting agency.”

- h. Oversight. Client will promptly provide all reasonably necessary information and cooperation that Company, each Provider, each Financial Institution, or a Regulator requests. If Company has a good faith reason to believe that Client is not in material compliance with the Agreement, including this Addendum, Company will notify Client and Client will promptly provide materials sufficient to show material compliance. Company and Financial Institutions may also conduct technical assessments and operational assessments of Client. Such assessments require advance notice and will not occur more than once per year unless legally required and materially different in scope from a preceding assessment.
  - i. “Provider” means any third party from which Company or Client obtains Subscriber Data other than a Financial Institution.
  - ii. “Financial Institution” means a bank, credit union, licensed lender, financial services provider, or other data source.
  - iii. “Regulator” means any of the following with apparent authority that asserts such apparent authority over this Agreement, either party, or a Financial Institution: (a) a country, state, county, city, town, borough, village, district or other jurisdiction; (b) a federal, state, local, municipal, non-United States or other government; (c) a governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity); (d) a multinational organization or body; (e) a body exercising any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including a self-regulatory body; or (f) an official of any of the entities listed in this paragraph.
- i. Geographic restrictions. Unless otherwise approved by Company in writing, Client represents and warrants that it shall store all FinancialLinks data on servers located in the United States.

#### **4. Company Obligations and Disclaimers**

- a. Financial Institution Support. Company may pursue direct API integrations with Financial Institutions. Company may amend, at any time, in its sole discretion, the set of Financial Institutions that it or a Provider supports.
- b. Availability of Providers and/or Financial Institutions. Company makes no representations or guarantees as to: (a) the integration of the Platform with the systems, websites, or APIs of any particular Financial Institution or Provider; (b) the accuracy or completeness of any Data from a Data Provider or Financial Institution; or (c) its ability to add new or retain existing Financial Institutions or Providers during the Term.
- c. Subscriber Data Normalization. Company may standardize and normalize Subscriber account types, transaction types, and all other Subscriber Data it retrieves from Financial Institutions, Providers, or other third parties. Because Subscriber Data from each Financial Institution or Provider may vary in format, scope, and content, Company makes no representation or guarantee regarding the consistency, completeness, accuracy or quality of the normalization process.

#### **5. Subscriber Data and Output Management**

- a. Compliance Records. Client will maintain audit logs, time-stamped versions of acceptance of Subscriber Notices, electronic records, and other necessary material related to the Subscriber Consent Process to show adherence to Applicable Laws, this Addendum, and the Agreement. Client will promptly provide these records to Company upon request.

- b. Subscriber Data Collection, Use, and Disclosure. Client will collect, use, process, store, and disclose Subscriber Data and Outputs solely in accordance with the Subscriber Consent and Applicable Laws; except that the Client will not “sell” Subscriber Data and Outputs, as “sale” or “sell” or similar terms are defined by Applicable Laws.
- c. Data Deletion Requirements. If Client possesses Subscriber Data beyond the scope of the Subscriber Consent, Client will employ industry-standard methods to delete that Subscriber Data. Additionally, the Client must promptly delete any Subscriber Data upon request by the relevant Subscriber ; except that the Client may retain copies if required to by Applicable Laws.
- d. Sharing Information with a Financial Institution. When relevant to a Client’s access or use of Subscriber Data and Outputs from a Financial Institution, whether provided to Client by Company or by a Provider, and where a Financial Institution requires that Company share information on Client’s compliance with this Addendum or the Agreement, Company may share the requested information on the condition that Company will request confidential treatment of such information from the Financial Institution; except that the Financial Institution may be required to share such information with Regulators.

## **6. API Keys**

- a. Use of API Keys. To retrieve Subscriber Data, Company may utilize Company API keys, Provider API Keys that Client provides to Company, or both. Whenever Company uses either Company API keys or Provider API Keys to retrieve Subscriber Data, it will be mutually beneficial to both parties.
- b. Provider API Keys. If Client (a) maintains a direct relationship with a Provider to access Subscriber Data from one or more Financial Institutions via the Provider API, and (b) wishes to integrate Subscriber Data provided by the Provider with the Subscriber Data and Output provided by Company through the Company Services, Client hereby authorizes Company to access the Provider API on Client’s behalf using the Provider API Keys Client provides to Company. Client represents and warrants to Company that it has all rights, consents, approvals, and authorizations from Providers, Financial Institutions, Subscribers, and any other third parties or beneficiaries of Client’s agreements with Providers to allow Company and its Affiliates to use the Provider API Keys and Provider Data to provide the FinancialLinks Services. Client will indemnify Company and its Affiliates for any claim by any third party that results from the use of Provider API Keys by Company.