My Business Credit Product Addendum

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

1. Permitted Use of Credit Data. Company shall ensure that the Services, including any credit bureau data, reports, scores, firmographic information, payment performance information, or other third-party data made available through the Services (“Credit Data”), are used solely for lawful business purposes and in accordance with this Agreement, applicable law, and the requirements of the applicable Credit Bureaus and third-party providers. Without limiting the foregoing, Credit Data is licensed for delivery directly and exclusively to the business that is its subject (“Subject Business”), for that Subject Business’s educational purposes only. Company shall not access, receive, or use such Credit Data, or disclose it to any person other than an owner or authorized representative of that Subject Business (an “Authorized User”).

   Company shall not, and shall ensure that no Subscriber, Authorized User, or Company Obligor shall, use any Credit Data (a) as a factor in establishing an individual’s eligibility for credit, insurance, housing, or employment to be used primarily for personal, family, or household purposes, or (b) in any manner that would cause the Credit Data to constitute a “consumer report” under the Fair Credit Reporting Act.

   Company shall not, and shall not permit any Subscriber, Authorized User, Company Obligor, or third party to: (i) cache, store, archive, reproduce, copy, scrape, harvest, or otherwise retain Credit Data except for transient storage solely as reasonably necessary to facilitate authorized access to the Services; (ii) build, enhance, verify, supplement, or maintain any database, dataset, scoring model, analytics product, machine learning model, or other repository using Credit Data; (iii) derive, extract, reverse engineer, infer, or store underlying data elements, attributes, or outputs from Credit Data for use outside the Services; (iv) export, distribute, transmit, disclose, sublicense, or otherwise make Credit Data available outside the interfaces, delivery methods, or workflows expressly authorized by Array; or (v) use Credit Data in any manner that would violate applicable law or cause Array to violate any agreement, obligation, policy, or requirement imposed by a Credit Bureau or third-party provider.

   Company shall not, and shall not permit any Subscriber, Authorized User, Company Obligor, or third party to use Credit Data, in whole or in part, to train, ground, prompt, fine-tune, or otherwise serve as input to any artificial intelligence system, large language model, foundation model, generative artificial intelligence technology, or machine learning model, whether developed by Company or by any third party.

   Company shall not provide Credit Data to any U.S. or Canadian federal, state, provincial, or local governmental entity. Company shall not provide Credit Data to any public or academic library.

   Company shall not permit any subcontractor, service provider, or other third party (including any cloud or data-processing vendor) to access, process, transmit, or store Credit Data without Array’s prior written consent, which Array may condition on prior notice to and non-objection by any applicable Credit Bureau, and for which Company shall give Array at least forty-five (45) days’ prior written notice, shall bind each such party to obligations at least as protective as those in this Agreement, and remains fully responsible and liable for their acts and omissions.

2. Subscriber Terms; Flow-Downs. As a condition of accessing or using any Services made available to Subscribers, Array may require Subscribers to review and accept Array's applicable terms of use, privacy policy, and other applicable policies, which may be presented through the user interface or otherwise during the access process and which may include flow-down requirements, restrictions, and disclosures required by Array's Credit Bureaus or other third-party data providers. Company shall not circumvent, disable, or interfere with any mechanism used by Array to present or obtain acceptance of such terms, and shall ensure that Subscribers' access the Services only through interfaces that properly present such terms where required. Company shall comply with, and shall use commercially reasonable efforts to ensure that its Subscribers and Company Obligors comply with, all flow-down requirements, restrictions, and disclosures that Array identifies as required by any Credit Bureau or other third-party data provider, including any minimum end-user or customer agreement terms required by a Credit Bureau. Company is responsible for any access to the Services through Company's products, systems, integrations, or credentials that bypasses such terms or flow-downs.

3. Processing Locations. Company may only view, store, or use the Services in the United States, U.S. territories, and Canada (collectively, the "Permitted Territory").

4. Disputes. In the event Company receives a dispute concerning the accuracy of the Services relating to a business credit report provided by Equifax, Company shall refer the disputing party to Equifax at 800-727-495 and/or P.O. Box 740249, Atlanta, GA 30374.

5. Bureau Marks; Marketing Materials. Company shall not use any Credit Bureau's marks or identify any Credit Bureau as the source of Credit Data except in the form and with the attribution Array provides in writing. Company shall submit to Array, and shall not publish before Array's written approval, any material referring to any Credit Bureau or its data, and shall make any change Array requests to satisfy a Credit Bureau requirement. Company shall make no representation on behalf of any Credit Bureau or regarding Credit Data.