MASTER SERVICES AGREEMENT

This Master Services Agreement (the "MSA") and any applicable service order (each an "Order"), as may be amended or supplemented by a mutually executed Change Order, Statement of Work, or other Amendment (collectively the "Agreement"), is a legally binding agreement by and between Array US, Inc. ("Company", "us" or "we"), and the entity or person ("Client", "you" or "your") executing an applicable Order. This Agreement and the Product Addendums linked below and/or attached hereto, describe the terms and conditions under which you may access and use Company's services and/or proprietary platform (collectively, the "Platform"). The "Effective Date" of this Agreement is the earlier of (a) the date on which Client first accesses or uses the Platform; (b) the date on which the Company and the Client execute an Order; or (c) where a click-through acceptance or acceptance check-box is provided within the Platform, by clicking or checking "I agree" (or similar acceptance language).

The Array+ Master Services Agreement for financial institutions is available in its entirety at https://array.com/legal#msa-arrayplus.

This Agreement enables an affiliate of Company ("Company Affiliate") to provide services to Client or an affiliate of the Client ("Client Affiliate") by entering into an Order ("Affiliate Order"). Each Affiliate Order entered into shall be governed by the terms of this Agreement and applicable Product Addendums. For each Affiliate Order, the Company Affiliate (if any) shall have all of the rights and obligations of "Company" and the Client Affiliate (if any) shall have all of the rights and obligations of "Client" as set forth in this Agreement. Company shall not be liable or otherwise responsible for any liability or obligation of any Company Affiliate under an Affiliate Order. For purposes of this Agreement, "Affiliate" means, with respect to a party, any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. For purposes of the foregoing definition, the "control" of an entity (and the correlative terms, "controlled by" and "under common control with") means the direct or indirect ownership or control of 50% or more of the voting interests of such entity.

Company may modify this Agreement from time to time in accordance with Section 13 (Modifications) below. All exhibits or other documents attached hereto are hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein.

1. **PLATFORM SERVICES.**

    A. Platform Services. The Platform includes various tools and features that provide access to, integrated display of and delivery of certain consumer data ("Data") in conjunction with and through Company and third party products and services ("Products"), subject to the terms provided herein and any applicable Product Addendum linked below (collectively the "Platform Services").

        i. Order. The Platform Services and related Products offered and made available to Client shall be set forth in an applicable Order. If you use the Platform Services and such Products, you may be subject to additional terms and conditions applicable to such Products, if any, as set forth herein, in an Order, applicable Product Addendum, or as provided to you prior to the time of such use. Your execution of an Order or use or continued use of such Products after review of such additional terms shall constitute acceptance of such terms.

        ii. Client. For purposes of this Agreement, "Client" means any individual, corporation, partnership, limited liability company, association, trust, unincorporated entity or other legal entity executing an Order or otherwise accessing or using the Platform, and its employees, representatives, consultants, contractors, partners, agents or Affiliates who are authorized by such Client to access and use the Platform, each of which whom shall agree to be bound by this Agreement.

        iii. Client Customers. For purposes of this Agreement, "Client Customers" means any end user customers who access the Products or Platform Services through the Client Website.

iv. Client Website. For purposes of this Agreement, "Client Website" shall mean the website or websites listed on an applicable Order.

v. Permitted Territory. For purposes of this Agreement, including any applicable Product Addendum, "Permitted Territory" shall mean the United States, Canada, and the United States territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

B. License. Subject to Client's compliance with the terms and conditions of this Agreement, and as may be provided in an Order, the Company hereby grants Client, during the applicable term of an Order, the non-exclusive, limited, revocable, non-transferable, and non-sublicensable right and license to access and use the Platform in accordance with the terms and conditions set forth herein and in the applicable Order, and specifically: (i) to utilize and exploit the Platform solely to market and sell the Data and Products as set forth in an applicable Order; and (ii) to allow Client Customers or other end user consumers, members, customers and/or subscribers (collectively the "Subscribers") to access, view and use the applicable Data and Products on or through the Platform. Except as provided herein, Client may not disclose to or provide any third party access to, use of, or rights in or to the Platform, except as third parties may access or use the Platform in relation to the Client's ordinary course of business and then only for the sole benefit of Client. Except for the license granted hereunder, as between the parties, Company retains all right, title and interest in and to the Platform. Except as expressly set forth herein or otherwise agreed upon by the parties hereto, Company acknowledges and agrees that Client's use of the Platform and Platform Services does not grant Company any right, title or interest in any information, content, or data obtained by Client from a source other than Company and used by Client in conjunction or association with the Platform Services and Company shall not make any claim of ownership or interest in any such information, content, or data.

C. Restrictions. Except as otherwise explicitly provided herein or in an applicable Order, or as may be expressly permitted by Applicable Laws, Client will not, and will not permit or authorize any third party to: (i) modify, make derivative works of, disassemble, reverse compile and/or reverse engineer any part of the Platform, or reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of the Platform or any other compiled software provided or made available by Company hereunder; (ii) use or permit the use of, reproduce or otherwise duplicate, disclose, distribute, modify, encumber, time-share, license, sublicense, sell, distribute, assign, rent, lease, or transfer the Platform, any portion thereof, or any of Client's rights thereto; (iii) frame and/or utilize framing techniques to enclose any trademark, logo, and/or other portion of the Platform (including images, text, page layout, and/or form); (iv) use any metatags and/or other "hidden text" using Company's name and/or trademarks; (v) use and/or access the Platform in order to create any service, software, platform, documentation, or data that is competitive with, substantially similar, or confusingly similar to any aspect of the Platform; (vi) copy, reproduce, distribute, republish, download, display, post and/or transmit any part of the Platform in any form and/or by any means; (vii) remove, obliterate, or cancel from view any copyright, trademark, or other proprietary or confidentiality notice or legend appearing on or in the Platform or any materials provided or made available by Company hereunder, or fail to reproduce any such notice or legend on any copy made of any such materials; (viii) take any action that materially interrupts or interferes with, or that would reasonably be expected to materially interrupt or interfere with, the Platform, Company's business operations or other customers' use or enjoyment of the Platform or Platform Services; (ix) run any form of auto-responder and/or "spam" on or through the Platform or use the Platform to otherwise send "spam" to any third-party; (x) use the Platform in any unlawful way or for any unlawful purpose and/or to violate any Applicable Laws; (xi) circumvent or disable any security or technological features or measures of the Platform, (xii) use the Platform to access, store, distribute or transmit any viruses, worms, trojan horses, or other similar things or devices that may prevent, impair or otherwise negatively affect the operation of any software, hardware, network, program or data; (xiii) use the

Platform to transmit any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity or causes damage or injury to any person or property; (xiv) use any "open source" or "copyleft" software in a manner that would require Company to disclose the source code of the Platform to any third party or offer the Platform at no charge; (xv) use the Platform to conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, or unsolicited email or multi-level marketing campaigns; and/or (xvi) access the Platform or Data for any purpose which is not authorized under this Agreement. Notwithstanding anything to the contrary herein, Company may, in its sole discretion, immediately revoke the grant of rights contemplated in Section 1.B if Client breaches the restrictions in this Section or creates other security or legal concerns.

D. Systems. Client shall ensure that its network and systems comply with the relevant specifications provided by Company and shall provide Company with information as may be reasonably required by Company in order to render access to the Platform. Client is responsible for obtaining, maintaining, and supporting all internet access, computer hardware, and other equipment and services needed for it to access and/or use the Platform, other than as necessary for Company to host and provide the Platform. The Client will determine the access controls for the Subscribers and will be responsible for its activity on or through the Platform, whether or not authorized, including compliance with this Agreement. Client agrees to prevent unauthorized access to, and/or use of the Platform and notify Company immediately of any unauthorized use of Client's account and/or any other known breach of security of or to the Platform in connection with Client's access to or use thereof. Company will, to the extent permitted by law, and to the extent that Company reasonably deems it necessary, immediately notify Client after becoming aware of any breach of security relating to the Platform.

E. Maintenance; Security. The Company will use its best efforts to provide standard maintenance for the Platform during the term of this Agreement, which will include enhancements, "bug fixes" and other modifications as may be identified by the Company. Company shall bear no obligation to run, provide or support legacy versions of the Platform. The Company may make additional modifications or releases to the Platform and the underlying source code as the Company may determine in its sole and absolute discretion. Notwithstanding the foregoing, to the extent any such modifications or releases are reasonably expected to reduce, inhibit, impair, or otherwise adversely affect the functionality or performance of the Platform, the Company will use commercially reasonable efforts to notify Client of such changes with as much notice as is reasonably practicable. The Company will, at all times, implement and maintain reasonable technical, administrative, physical, and organizational information security measures.

F. Third Party Service Providers. The Platform and Platform Services may contain code, content, features, functionality, components and certain products and services (collectively the "Features") that are provided by third-parties. In addition to this Agreement, any such third-party Features may be governed by additional terms and conditions provided by suppliers of said third-party Features which shall be set forth herein this Agreement, an applicable Order, Product Addendum, or as provided to you prior to the time of such use. Your execution of an Order or use or continued use of such Features after review of such additional terms shall constitute acceptance of such terms. Any Features shall be provided "AS IS" without warranty of any kind by Company. Company assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Features.

G. Suspension. Client is responsible for maintaining the security of its account and shall use commercially reasonable efforts to govern and control activities that occur with respect to its use of the Platform and by any Subscribers. Notwithstanding anything herein to the contrary, Company reserves the right, without liability to the Client, to disable or suspend the Client's access to the Platform in the event (i) of any material breach of this Agreement; (ii) Client or its Subscribers use of the Platform (a) disrupts or poses a security risk to the Platform or any Company customer, (b) is reasonably believed it may harm Company's systems, or

the systems of any provider of any third-party services, or (c) may subject Company or any third-party to liability; (iii) Client or its Subscribers are using the Platform for fraudulent or illegal activities; (iv) Client's use of the Platform materially violates any Applicable Laws, specifically including without limitation, the Telephone Consumer Protection Act and Fair Credit Reporting Act; or (v) Company's continued provision of any of the Platform Services is prohibited by Applicable Laws or regulation. Company shall provide Client with reasonable notice and opportunity to cure any of the foregoing events, unless in Company's reasonable discretion, Company determines that such notice and cure period would cause imminent harm to the Company, the Platform or any third party.

H. Beta Offering. If Client receives access to the Platform (or certain features of the Platform) as an alpha, beta, or early access offering ("Beta"), unless otherwise specified in an Order, use is permitted for Client's internal evaluation purposes only during the term specified in the Order (or if not specified, ninety (90) days). Betas are optional and either party may terminate Betas at any time for any reason. Betas may be inoperable, incomplete or include features that Company may never release, and their features and performance information, including the existence of such Betas, are Company's Confidential Information subject to all the applicable protections and restrictions provided herein. Notwithstanding anything to the contrary herein, Company provides no warranty, indemnity, uptime guarantee or support for Betas and its liability for Betas will not exceed US$100.

    i. Subscriber Accounts. To the extent an Order specifies that Client may offer Betas to Subscribers, Client assumes all liability related to such Beta offering. For the avoidance of doubt, Client agrees to maintain compliance with Applicable Laws, including as specified in this MSA and the applicable Product Addendum related to any such Beta offering to Subscribers. Further, in addition to Client's indemnification obligations provided herein (Section 8.A.), Client agrees to indemnify, defend, and hold harmless Company, its affiliates and agents, and each of their respective members, directors, officers, and employees from and against all third-party Claims (as defined herein) related to the Betas.

I. Free and Promotional Trials. If Client receives access to the Platform, or certain features of the Platform, on a free or promotional trial basis ("Trial"), the terms of this MSA, applicable Product Addendums, and other terms referenced herein shall apply. Trials are optional and either party may terminate Trials at any time for any reason. Trial Products and Features are provided as-is and may be inoperable, incomplete or include features that Company may never release, and their features and performance information, including the existence of such Trials, are Company's Confidential Information subject to all the applicable protections and restrictions provided herein.

J. Client and Subscriber Support.

    i. Client Support Services are not included in the scope of services provided by Company. Client 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) Subscriber subscription or billing status with Client; (b) Subscriber password ID/account lockouts with Client accounts; (c) questions regarding Client's products and features; and (d) triage to determine if any issues involve questions that require escalation to Company Support Services.

    ii. Company Support Services shall be provided by Company or its agents to Client and/or its Subscribers upon escalation from Client Support Services. Company Support Services will provide comprehensive services throughout the issue resolution process, including one-on-one guidance to Client or its Subscribers to address issues resulting from the use of or access to the Products.

2. **DATA AND INTEGRATED PRODUCTS.**

A. Data Providers. Client understands and agrees that the Data offered through the Platform and/or used in conjunction with the Products is collected and compiled from various third party data and service provider sources (each a "Data Provider"). As such, Data is not being provided by the Company and is solely hosted and/or provided by and through such Data Providers. You may be required to agree to additional terms and conditions that apply to and govern the use of certain Data ("Applicable Data Terms" from a Data Provider) and/or Products ("Applicable Product Terms" as provided in links to Product Addendums at the end of this Agreement), which shall be set forth within this Agreement, an applicable Order, or as provided to you prior to the time of such use. Your execution of an Order or use or continued use of such Data and/or Products shall constitute acceptance of such terms. Any Data or Products provided by third parties, including Data Providers shall be provided "AS IS" without warranty of any kind by Company. Company assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any third-party Data and Products.

B. Privacy. Wherever Client collects personally identifiable information from its website users and/or Subscribers, which will be used in conjunction with the ordering of any Data through the Platform, Client agrees to clearly and conspicuously post a link to a Privacy Policy on each of its websites where it is collecting such information. Such privacy policy shall comply in all material respects with all Federal Trade Commission guidelines and any other laws, rules, and regulations with respect to personally identifiable information and online privacy and online privacy of minors, including all Applicable Laws, in each case, applicable to Client's collection and use of personally identifiable information.

C. Changes. Company shall have the right to modify or discontinue access to or delivery of any or all of the Data, if it believes in good faith that it cannot provide the Data without violating Applicable Laws or due to the requirements of any contract with a Data Provider. When and where possible, Company shall provide Client with reasonable notice prior to such modification or discontinuance and use reasonable efforts to provide substitute data.

3. **FEES; PAYMENTS.**

A. Fees.

i. In consideration of the access to and use of the Platform, Products, and Platform Services, Client agrees to pay Company the fees, including training, deployment, consulting, and certain specified expenses, set forth in the applicable Order ("Fees"). All undisputed Fees, expenses and taxes due hereunder will be paid in U.S. dollars and shall be remitted to the Company within thirty (30) days of receipt of an invoice. Unless otherwise provided for herein, all Fees are non-cancellable and non-refundable. All Fees due and payable by Client to Company under this Agreement must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law. If a Client fails to pay the full amount of the charges detailed in any invoice, then the undisputed and unpaid amounts of such invoice shall accrue interest at a rate of 1.5% per month or, if less, the maximum rate permitted by law and Client shall pay all associated collection costs, including without limitation any court and attorneys' fees.

ii. Fees may be modified by Company at its sole discretion from time to time. Any change in Fees will apply no earlier than fifteen (15) days following written notice (the "Fee Change Notice") to Client (the "Fee Change Effective Date"). If Client does not accept the terms of the Fee Change Notice, Client may terminate the applicable Order and cease use of the Platform and Products within fifteen (15) days of the Fee Change Effective Date, by providing written notice of the

intent to terminate the applicable Order (the "Termination Notice") and subject to the Termination Section 4.C. provisions provided herein.

B. Payment. Client shall pay Company for the Fees due hereunder via check, wire transfer, ACH, or credit card. If Client elects to pay via credit card, Fees shall be charged to a credit card account designated by Client. Such credit card payment shall be subject to an additional charge not greater than 4.5% of the transaction value (referred to on the Client invoice as "Admin Fees" or a similar annotation), depending on the brand of credit card utilized by the Client. These Admin Fees shall be a pass-through expense to the Client and shall not be greater than the amount assessed to Company when administering the credit card payment.

C. Taxes. Client shall be solely responsible for collecting all sales, use, or excise taxes, or any other similar taxes or fees assessed by any state or local authority (collectively, "Sales Taxes") due in connection with sales of the Data and Products to its Subscribers and remitting, when due, to the appropriate governmental authorities, all such Sales Taxes. Client shall indemnify, defend, and hold harmless the Company for any and all such Sales Taxes and any damages incurred by the Company in connection with Client's failure to properly collect and deliver to the appropriate government authorities on a timely basis all required Sales Taxes.

    i. Exemption. Client shall notify Company if Client is not required to collect and/or remit sales, use or excise tax due to Client being exempt as it relates to such products or services or because such products and services are not taxable in a state or states of operation. In such event, if sales, use or excise tax is then required on the sales transaction between Client and Company, Company shall bill Client and include sales, use or excise tax on an applicable invoice.

D. Disputed Amounts. If Client disputes any charge or amount on any invoice or statement, and such dispute cannot be resolved promptly through good-faith discussions between the parties, Client shall pay the amounts due under this Agreement minus the disputed amount and the parties shall diligently proceed to resolve such disputed amount through arbitration, as set forth in Section 14, within forty-five (45) days from the date of the invoice. An amount will be considered disputed in good faith if: (i) Client delivers a written statement to Company (at billing-disputes@array.com) on or before the due date of the invoice, describing in detail the basis of the dispute and the amount of the dispute or amount being withheld by Client; (ii) such written statement represents that the amount in dispute has been determined in good faith; and (iii) all other amounts due from Client that are not in dispute have been paid in accordance with the terms of this Agreement.

E. Access. Company may, without liability to Client, disable the password, account, and/or access to all or part of the Platform if any undisputed Fees are not paid when due under this Agreement or an applicable Order; provided however, that Company shall provide Client with fifteen (15) days prior notice to cure any non-payment of undisputed Fees. In the event the amounts due remain unpaid, the Company shall not be obligated to provide access to or use of the Platform until such undisputed Fees are paid in full.

F. Subscriber Payment Processing. In the event that Client does not pay any undisputed Fees within thirty (30) days after written demand by Company, then in addition to any other rights granted to Company herein, including the termination rights as set forth in Section 4, Company and Client hereby agree that (i) Company shall have the right to collect applicable fees from all such Subscribers of Client via payment processor at Company's discretion; (ii) upon Company's assumption of processing payments from Client's Subscribers, Client shall be prohibited from canceling, removing and/or transferring any Subscriber out of or away from the Platform except as requested by each Subscriber; (iii) Client shall only communicate with Subscribers as required by Applicable Laws; (iv) if Company, in its sole discretion, believes that Client has interfered or will imminently interfere with Company's ability to collect Subscriber payments, Company may transfer Subscribers to a domain of Company's choosing; and (v) Company shall promptly communicate such

changes to the Subscriber as required by Applicable Laws, with no further notice required or due to Client. Client shall include in its Subscriber facing terms and conditions that the Subscriber account may be assigned or transferred at any time without notice, so long as there is not a material change to the products or services provided to Subscriber.

4. **TERM AND TERMINATION.**

A. Term. This Agreement shall commence on the Effective Date and shall continue as specified in the applicable Order (the "Initial Term"). Upon conclusion of the Initial Term, unless otherwise specified in an Order, the Order shall thereafter automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party delivers written notice at least thirty (30) days prior to the end of the Initial Term or a Renewal Term of such party's intent to terminate this Agreement (the Initial Term and all such Renewal Terms, collectively the "Term"). Fees charged under a Renewal Term shall be at the then current market rate, as determined by Company, unless otherwise specified in the applicable Order.

B. Termination. Either party may terminate this Agreement immediately upon written notice to the other party: (i) if the other party files a petition for bankruptcy, becomes insolvent, or makes a general assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business; (ii) if the other party breaches or fails to perform in any material respect any of its material obligations under this Agreement, which shall include Client's failure to deploy within a commercially reasonable time period once Company resources are assigned to Client deployment, and does not cure such breach or failure within seven (7) days after receipt of written notice of the breach or failure; or (iii) if a party has a reasonable belief that continuance of the delivery, receipt or use of the Platform Services will result in an imminent violation of an Applicable Law. Notwithstanding the foregoing, in the event that a change in Applicable Laws or Data Provider requirement results in Company no longer being able to offer the Platform or the Products in a commercially reasonable manner as determined by Company, Company shall have the right to terminate this Agreement without penalty upon thirty (30) days' notice.

C. Obligations After Termination. Upon termination, Client will: (i) stop all use of the Platform and the license granted in Section 1.B hereunder shall be terminated; and (ii) pay (a) all outstanding undisputed Fees, (b) Fees owed through the date of termination, or any period thereafter that the then current Subscribers continue to access and use the Platform or Products, and (c) a "Termination Fee" equivalent to any unpaid fixed Fees, including monthly minimum commitments, within the terminated Order(s) for the remainder of the applicable Term, in addition to any other Fees identified within an applicable Order.

5. **REPRESENTATIONS AND WARRANTIES.**

A. Applicable Law. Each party represents and warrants that it will comply with all local, state, federal, and international laws, rules and regulations, as applicable in performance of this Agreement, including, without limitation, Title VII of the Civil Rights Act of 1974, the Gramm-Leach Bliley Act, 15 U.S.C. §§6801-6809, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§6101-6108, the Telemarketing Sales Rule Act, 16 C.F.R. pt. 310, the Fair Credit Reporting Act (U.S.C. §1681m(a)), the Federal Trade Commission Act, the Children's Online Privacy Protection Act, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act (42 U.S.C. 227), provisions relating to the National Do Not Call Registry ((16. C.F.R. Part 310) and applicable state Do Not Call List requirements, the Fair Debt Collection Practices Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act including but not limited to Section 1031 and 1036, 12 U.S.C §§5531, 5536, Section 5 of the FTC Act, the Drivers Privacy Protection Act 18 U.S.C. §§2721 (and related state laws), the Privacy Act of 1974, the Federal Communications Act, and any other applicable local, state, federal or international laws (collectively, "Applicable Laws").

B. Company Representations. Company represents, warrants, covenants and agrees that Company's provision of the Data and Products via the Platform as contemplated by the parties in this Agreement does not violate either any third party contractual obligations or restrictions relating to the Company's access or use of any such Data or Products, or any third party intellectual property or proprietary rights.

C. Client Representations.

i. Client represents and warrants that (a) it shall use the Data and related Products only for an intended and permissible purpose under this Agreement and/or an applicable Order; (b) it shall use and provide access to the Data and related Products only in accordance with Applicable Laws, Applicable Product Terms, and Applicable Data Terms, and when and where required, upon the written instructions and consent of the Subscribers to whom such Products relate; (c) as applicable, it shall request and use the Data strictly in accordance with the FCRA, understanding and acknowledging that THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OR IMPRISONED NOT MORE THAN TWO YEARS OR BOTH; and (d) it shall maintain commercially reasonable procedures designed to ensure that such Data and Products are not obtained by any unauthorized person and/or entity.

ii. Client represents, warrants, covenants and agrees that: (a) Client will avoid deceptive, misleading or unethical practices that are or would be reasonably expected to be detrimental to the Company or its Data Providers, or their respective business or reputation; (b) Client will make no intentionally false or misleading representations with regard to the Company or its Data Providers; (c) Client will not intentionally publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the Company or any Products; and/or (d) other than to the extent permitted in this Agreement or an applicable Order, Client will not modify any Data or Products in any manner (other than their "look and feel").

iii. Client represents and warrants that: (a) it has implemented or contractually required industry-standard security measures to help protect the security and integrity of, and prevent, unauthorized access to the Data, Products, Platform, Platform Services or Company systems; (b) it will not disrupt, disable, erase, alter, harm, damage, interfere with or otherwise impair in any manner the Data, Products, Platform, Platform Services or Company systems; and (c) in the event of any security breach or unauthorized access to any Data, Products, Platform, Platform Services or Company systems, Client will immediately investigate such breach and immediately notify Company within three (3) hours, and, unless otherwise informed by Company, take all corrective action necessary to remedy such breach, and perform such remediation (with all consumer notifications and credit monitoring to be undertaken by Company), all at Client's cost.

iv. Client represents and warrants that Client has, and will maintain, the lawful rights or licenses to use all trademarks, service marks, copyrights, and all other intellectual property rights necessary to conduct its business. Client also has the required licenses and/or usage rights to grant Company, and where applicable will grant to Company, the use of any intellectual property required to provide the services contracted for herein to Client. Client does not infringe any Intellectual Property rights of any third party.

6. **CONFIDENTIALITY; NON-DISCLOSURE.**

A. Confidential Information. "Confidential Information" means any non-public data, information and other materials regarding the products, software, services, customer list, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided by or on behalf of a party to the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, any software, performance data, benchmark results, and technical information relating thereto, pricing information and the terms and conditions of this Agreement (but not its existence) shall be deemed Confidential Information. The party disclosing Confidential Information shall be referred to herein as the "Disclosing Party" and the party receiving Confidential Information shall be referred to herein as the "Receiving Party."

B. Disclosure. Each party shall at all times keep and maintain the confidentiality of all Confidential Information and shall not use or reproduce Confidential Information except for the purposes provided herein and shall not disclose any Confidential Information to any third party (other than to its legal, accounting or other professional representatives on as needed basis, provided such party has an obligation to keep the same confidential). Each party shall inform its employees, marketers, agents and contractors of the nondisclosure requirements set forth in this Agreement and shall obtain their respective commitments to abide by such requirements. Each party hereto shall be responsible for the actions of any of its employees, marketer, agents, Affiliates or contractors that would constitute a violation of such party's rights under this section if such violation had been committed directly by such party. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent the disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that to the extent not prohibited by Applicable Laws, the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and at Disclosing Party's expense, makes a reasonable effort to obtain, or to assist the Disclosing Party to obtain, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. Each party shall notify the other upon the discovery of any loss or unauthorized disclosure of the Confidential Information of the other party, promptly after such discovery, including a brief description of the Confidential Information disclosed.

C. Exclusions. Confidential Information shall not include information that: (i) is or becomes generally known or available to the public at large other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (ii) was known to the Receiving Party free of any obligation of confidence prior to disclosure by the Disclosing Party; (iii) is disclosed to the Receiving Party on a non-confidential basis by a third-party who did not owe an obligation of confidence to the Disclosing Party and does not reasonably appear to have obtained the information improperly or from an unauthorized source; or (iv) is developed by the Receiving Party independently of and without reference to any part of the Confidential Information. Confidential Information shall not be deemed to be in the public domain or generally known or available to the public merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

7. **DISCLAIMERS AND OTHER LIMITATIONS.**

A. No Warranty . EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY APPLICABLE ORDER OR PRODUCT ADDENDUM, THE DATA, FEATURES, PRODUCTS, PLATFORM AND PLATFORM SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES WILL BE CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE, INCLUDING, WITHOUT

LIMITATION, THAT THE PLATFORM WILL OPERATE ERROR FREE, WITHOUT INTERRUPTION, WILL ACHIEVE ANY INTENDED RESULT, OR THAT THE DATA WILL BE COMPLETE, ACCURATE AND VALID, AND THE COMPANY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. COMPANY EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON CLIENT'S USE OF THE PRODUCTS OR ANY DATA.

B. Limited Liability. EXCEPT FOR CLAIMS RELATING TO INDEMNIFICATION PROVISIONS IN SECTION 8, OR CLAIMS FOR ATTORNEY'S FEES AND COSTS AWARDED TO A PARTY UNDER THE TERMS OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE SERVICE AND DATA PROVIDERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RESULTING FROM USE OR INTENDED USE OF THE PLATFORM OR PLATFORM SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS RELATING TO PLATFORM RESTRICTIONS IN SECTION 1.C, THE FEES IN SECTION 3.A, AND THE INDEMNIFICATION PROVISIONS IN SECTION 8, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS SERVICE OR DATA PROVIDERS' TOTAL AND CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE AMOUNT THAT COMPANY HAS RECEIVED FROM OR ON BEHALF OF CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION OR CLAIM. THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND CLIENT.

C. Not Professional Advice. THE PLATFORM 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. CLIENT AND ITS SUBSCRIBERS SHOULD ALWAYS SEEK THE ADVICE OF ITS ATTORNEY, TAX ADVISOR, FINANCIAL PLANNER, OR OTHER PROFESSIONAL ADVISOR WITH ANY QUESTIONS REGARDING SUCH MATTERS. COMPANY'S AGENTS, REPRESENTATIVES, AND EMPLOYEES PROVIDING THE PLATFORM SERVICES ARE NOT AUTHORIZED TO PROVIDE ANY SUCH ADVICE OR MAKE ANY CLAIMS OF GUARANTEED SAVINGS, DEBT SETTLEMENT BENEFITS, OR REPRESENTATIONS OF EXPECTED RESULTS. NO WRITTEN OR VERBAL STATEMENT FROM COMPANY'S REPRESENTATIVES SHALL SUPPLEMENT OR AMEND THE MSA, AN ORDER, OR OTHER WRITTEN AGREEMENT. COMPANY DOES NOT GUARANTEE THAT ANY SAVINGS, SETTLEMENT, OR PARTICULAR OUTCOME WILL BE ACHIEVED THROUGH THE PLATFORM SERVICES.

8. **INDEMNIFICATION.**

A. Client Indemnification. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS AFFILIATES AND AGENTS, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND COSTS ASSOCIATED WITH COMPANY RESPONDING TO A SUBPOENA), SUITS, JUDGMENTS, REGULATORY INQUIRIES, GOVERNMENT ORDER, EXPENSES AND DEMANDS (COLLECTIVELY, "CLAIMS") TO THE EXTENT ARISING OUT OF, FROM, OR RELATED TO (I) THE BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT HEREIN, (II) THE USE OF OR PROVISION OF THE PLATFORM, DATA OR PRODUCTS OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT OR IN VIOLATION OF APPLICABLE LAW, (III) ANY GROSSLY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT, (IV) ANY USE OF THE PLATFORM OR PLATFORM SERVICES THAT INFRINGES UPON ANY PATENT, COPYRIGHT, OR TRADE SECRET OF A THIRD PARTY INTELLECTUAL

PROPERTY, OR (V) ANY ACTS OF THE INDEMNIFYING PARTY OUTSIDE THE SCOPE OF THIS AGREEMENT. THESE INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THE APPLICABLE ORDER.

B. Company Indemnification. COMPANY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, ITS AFFILIATES AND AGENTS, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS TO THE EXTENT ARISING OUT OF, FROM, OR RELATED TO ANY USE OF THE PLATFORM OR PLATFORM SERVICES THAT INFRINGES UPON ANY PATENT, COPYRIGHT, OR TRADE SECRET OF A THIRD PARTY'S INTELLECTUAL PROPERTY (COLLECTIVELY, "IP CLAIMS"). HOWEVER, COMPANY SHALL HAVE NO LIABILITY OR OBLIGATION HEREUNDER WITH RESPECT TO ANY IP CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM (I) THE USE OF THE PLATFORM OR PLATFORM SERVICES IN COMBINATION WITH PRODUCTS, SERVICES, SOFTWARE, DATA, OR SYSTEMS NOT PROVIDED BY COMPANY, (II) ANY MODIFICATION OR UNAUTHORIZED USE OF THE PLATFORM OR PLATFORM SERVICES OR ANY BREACH OF THIS AGREEMENT BY CLIENT, (III) INSTRUCTIONS OR DIRECTIONS PROVIDED BY OR ON BEHALF OF CLIENT, OR (IV) THE FAILURE TO USE UPDATES OR CORRECTIONS PROVIDED BY COMPANY. IN RESPONSE TO AN ACTUAL OR POTENTIAL IP CLAIM UNDER THIS SECTION, IF REQUIRED BY SETTLEMENT OR INJUNCTION OR AS COMPANY DETERMINES NECESSARY TO AVOID MATERIAL LIABILITY, COMPANY MAY AT ITS OPTION (I) PROCURE THE RIGHTS FOR CLIENT'S CONTINUED USE OF THE PLATFORM OR PLATFORM SERVICES, AS APPLICABLE, (II) REPLACE OR MODIFY THE ALLEGEDLY INFRINGING PORTION OF COMPANY'S PLATFORM OR PLATFORM SERVICES TO AVOID INFRINGEMENT WITHOUT REDUCING THE OVERALL FUNCTIONALITY OF THE PLATFORM OR PLATFORM SERVICES, OR (III) TERMINATE THE IMPACTED ORDER, OR PORTION THEREOF, AND REFUND TO CLIENT ANY PRE-PAID, UNUSED FEES FOR THE TERMINATED PORTION OF THE ORDER. THIS INDEMNITY WILL BE CLIENT'S ONLY REMEDY UNDER THIS AGREEMENT FOR ANY INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION BY COMPANY OF A THIRD PARTY'S INTELLECTUAL PROPERTY OR OTHER RIGHTS.

C. Indemnification Procedures. THE INDEMNIFYING PARTY RESERVES THE RIGHT, AT ITS SOLE COST, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY THE INDEMNIFIED PARTY, IN WHICH EVENT THE INDEMNIFIED PARTY WILL REASONABLY ASSIST AND COOPERATE WITH THE INDEMNIFYING PARTY IN ASSERTING ANY AVAILABLE DEFENSES. THE INDEMNIFIED PARTY AGREES NOT TO SETTLE ANY MATTER WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFYING PARTY. THE INDEMNIFIED PARTY MAY HAVE COUNSEL OF THEIR OWN CHOICE AT THEIR OWN COSTS.

9. **INSURANCE.**

A. Insurance Requirements. During the term of this Agreement, Company and Client shall each maintain at least the following insurance coverages with insurance carriers with an A.M. Best rating: (i) comprehensive / commercial general liability insurance (which shall provide for minimum limits of $1,000,000 per occurrence); (ii) professional liability (also known as errors and omissions) insurance with combined single limits of not less than $1,000,000; and (iii) cyber liability (also known as technology errors and omissions) insurance with minimum limits of $1,000,000 per claim/aggregate. Upon request, each party shall provide the other with evidence of such insurance coverage(s).

10. **PROPRIETARY RIGHTS.**

A. Intellectual Property. As used herein, "Intellectual Property" means all patents, designs, inventions, trademarks, service marks, trade names and trade dress, copyrights and copyrightable works (including software programs and related documentation), trade secrets, know-how, design rights, database rights, and all other intellectual property and proprietary information, and all modifications, compilations, and derivative works thereof.

B. Ownership. The Company is the sole and exclusive owner of all right, title and, interest, including Intellectual Property rights, in and to the Products, Platform, Platform Services, and all related documentation, source code, algorithms, tools, scripts, processes, techniques, methodologies, inventions, know-how, concepts, formatting, arrangements, visual attributes, and all derivatives, enhancements, modifications and improvements thereof. Client acknowledges that the Products, Platform and Platform Services and any related source code/algorithms constitute: (i) an original compilation protected by US copyright laws; and/or (ii) trade secrets of Company. Client acknowledges and agrees that the Products, Platform and Platform Services are licensed to Client, and not sold. Company reserves all right, title, and interest, including all Intellectual Property rights, in and to the Products, Platform and Platform Services, subject only to the license rights expressly granted to Client pursuant to the terms of this Agreement. As between Company and Client, Client shall have the sole and exclusive right, title and interest in and to any Intellectual Property in the Client Website and Client owned marketing materials.

C. Feedback. If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Products, Platform or Platform Services (collectively, "Feedback"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company. Client hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Client may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

D. Exclusions. Each of the Company and Client acknowledge that the other owns and/or licenses or may hereinafter develop certain Intellectual Property used in the performance of this Agreement or applicable Product Addendum. Subject to the foregoing Feedback clause, each of the Company and Client specifically disclaim any ownership or other right with respect to the Intellectual Property owned and/or licensed and/or developed by the other party, except as otherwise provided herein. Except as expressly provided herein, neither party grants or transfers to the other, nor does the other party obtain, any right, title, claim, license or other interest in or to any of the Intellectual Property (including information, consumer information database, systems, forms manuals or other proprietary information) utilized or provided by the other party.

E. Use of Name and Logo. Client hereby grants Company the right to use Client's name, trade names, trademarks and/or logos in marketing, sales, and public relations materials and other communications solely to identify Client as a customer of Company. Client shall have the right to revoke permission of such use of the name, trademark and logo at any time, upon reasonable notice to Company. Other than as expressly stated herein, neither Company nor Client shall use the other party's names, trademarks or logos without the prior written permission of the other party.

11. **AUDIT RIGHTS.**

A. Records. Each party shall maintain complete and accurate books and records of its activities performed pursuant to this Agreement relating to (i) transactions that trigger a payment to Company, and (ii) compliance with Applicable Laws governing (a) the use and retention of Data, and (b) lead generation and sales and marketing activities, as applicable.

B. Audit. Each party shall retain and make available such records in Section 11.A for at least three (3) years following the end of the calendar year to which they pertain, to the other party, at such party's expense and upon a mutually agreeable date and time not to exceed thirty (30) days after such request, for inspection during normal business hours at a mutually agreeable time, solely to verify any reports and payments made and/or compliance in other respects under this Agreement.

12. **ELECTRONIC COMMUNICATIONS.**

A. Communication Requirements. By using the Platform, Client agrees to receive certain communications from us electronically in connection with the Platform. Such communications include by way of email, text message, posting notices, delivering notifications through our mobile applications or through other electronic means. Client agrees that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. **MODIFICATIONS.**

A. Agreement Modifications. From time to time, Company may modify the terms of this Agreement, including the Product Addendums incorporated herein. Company will notify Client of the modifications by posting the updated terms of the Agreement here: https://array.com/legal/#msa, including the applicable effective date, or through communications via Client's account, email, or other means. If a Client objects to the modifications in writing, unless otherwise agreed upon by the parties in a dually executed Order or applicable amendment, its exclusive remedy is to cease any and all access and use of the Platform and terminate this Agreement with a written Termination Notice, subject to the Termination Section 4.C. provisions provided herein, which shall not be deemed a breach, provided that Client shall be entitled to a reasonable wind-down period if allowable without undue or unreasonable harm to Company or the Platform. Client may be required to click to accept or otherwise agree to the modified terms in order to continue accessing or using the Platform, and in any event continued access or use of the Platform after the modified version of these terms goes into effect will constitute Client's acceptance of such modified version.

14. **MISCELLANEOUS.**

A. Authority. With respect to any individual consenting to this Agreement on behalf of its employer or another entity, that individual represents and warrants that: (i) it has full legal authority to bind its employer or such entity to this Agreement; (ii) it has read and understood this Agreement; and (iii) it agrees to this Agreement on behalf of the party that it represents. In the event that an individual registers or signs up for the Platform using an email address from its employer or another entity, then that individual will be deemed to represent such party and will bind its employer or that entity to this Agreement. If an individual does not have the legal authority to bind its employer or the applicable entity, that individual should not access or use the Platform, execute an Order and should not click or check "I agree" (or similar acceptance language).

B. Entire Agreement. This Agreement constitutes the full and complete understanding and agreement of Client and the Company and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter hereof.

C. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. However, Company shall be able to assign this Agreement to an Affiliate or in the event of a merger, acquisition or change of control, without having to obtain the consent of Client. Any attempted assignment that is prohibited under this section shall be null and void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

D. Survival. The rights and obligations of the parties set forth in Section 5 REPRESENTATIONS AND WARRANTIES (as applicable), Section 6 CONFIDENTIALITY; NON-DISCLOSURE, Section 7 DISCLAIMERS AND OTHER LIMITATION, Section 8 INDEMNIFICATION, Section 10 PROPRIETARY RIGHTS, Section 11 AUDIT RIGHTS, and Section 14.J GOVERNING LAW AND ARBITRATION, and any right or obligation of the parties which by its express terms or nature and context is intended to survive termination or expiration of this Agreement or any Order, shall survive such termination or expiration.

E. Equitable Remedies. Breaches of a party's obligations related to the protection of confidential information, protection of intellectual property rights (including violations of Section 1.C), or compliance with Applicable

Laws may cause such other party to incur irreparable harm and significant injury that would be difficult to ascertain and would not be compensable by damages alone. Accordingly, each party acknowledges and agrees that, in addition to any and all remedies that the non-breaching party may have at law or otherwise with respect to such a breach, the non-breaching party will be entitled to seek injunction or other appropriate equitable relief without posting bond and without being obligated to prove actual damage or harm.

F. Relationship. The Company and Client are independent contractors with respect to one another under this Agreement. This Agreement shall not be deemed to establish any agency, joint venture or partnership relationship. Each party shall be responsible for the payment of all employee compensation, benefits and employment and other taxes pertaining to its employees and business. Neither party shall have the authority to legally bind the other to any contract, proposal or other commitment or to incur any debt or create any liability on behalf of the other.

G. Waiver. No delay or omission or failure to exercise any right or remedy provided for herein will be deemed to be a future waiver thereof and any single or partial exercise of any such right or remedy, power or privilege will not preclude any later exercise thereof.

H. Severability. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then such provision will be fully severable and this Agreement will be construed and enforced as if such invalid, illegal or unenforceable provision were not a part hereof.

I. Headings. The headings of sections herein are for convenience only and will not be deemed to affect in any way the scope, intent or meaning of the provisions to which they refer.

J. Governing Law and Arbitration. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without resort to the conflict of law principles thereof. Except as it relates to Company's efforts to collect unpaid Fees from Client, any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, conscionability or validity thereof, including any determination of the scope or applicability of this Agreement to arbitrate, such controversy, claim or dispute shall be resolved by mandatory, binding arbitration, rather than in court. The parties agree that the arbitration shall be administered by the American Arbitration Association (AAA), or other nationally recognized arbitrator as agreed upon by the parties and the parties shall be bound by any and all rules of AAA or other mutually accepted rules and any award/decision rendered. Notwithstanding anything to the contrary in the AAA rules, the arbitrator will be empowered to order interim or permanent injunctive relief, which may be enforced in any court of competent jurisdiction. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Any such arbitration shall include a written record of the arbitration hearing and shall be conducted by an arbitrator as agreed upon by the parties, or if no agreement can be made, then an arbitrator shall be selected by AAA experienced in complex business transactions. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (not any attorneys' fees) of arbitration equally. In the event a party fails to proceed with arbitration as required herein, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding Arbitration means that both parties give up the right to a trial by a

jury or to use the court system except to enforce this section. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination.

K. Non-Exclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

L. Force Majeure. Neither party will be responsible for any failure or delay in its performance or service under this Agreement (except for any payment obligations for services already rendered) due to causes beyond its reasonable control, which may include, by way of illustration but not limitation, network failures, malicious cyberattacks, acts of civil or military authorities, pandemics, epidemics, fires, interruptions in third party telecommunications, Internet equipment, servers or other third party services (e.g., cloud hosting providers), labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, acts of God or governmental action. Notwithstanding the foregoing, each party affected by a force majeure shall use its commercially reasonable efforts to perform during the period of such event or circumstance, and in any event shall promptly perform upon the cessation of such event or circumstance. Promptly upon becoming aware of force majeure causing a delay in performance or preventing performance of any obligations imposed by this Agreement (and the termination of such delay), the party being delayed or prevented from performing shall give written notice to the other party giving the details of the event, including particulars of the actual event, and if applicable, estimated continuing effects of such force majeure event on the obligations of the party. If such an event of force majeure continues for thirty (30) days, then either party may terminate this Agreement with no penalties or damages, except for Client's obligation to pay any undisputed amounts owed.

M. Conflict. To the extent there is any inconsistency or conflict between this Agreement and an Order or any exhibit or attachment, such Order, exhibit or attachment shall control.

N. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or electronic delivery of the signature page hereto shall be deemed an original for all purposes hereof.

O. Notices. Any notice, request, designation or other communication required or permitted to be given hereunder shall be in writing and may be given by personal delivery regular mail, overnight mail, facsimile or email, and shall be deemed sufficiently given if delivered or addressed to parties at the respective addresses set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) three (3) business days following deposit in the mail, postage prepaid; or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

If to Company: Array US, Inc.
Attn: Legal Department
2200 N. Federal Hwy., Suite 217
Boca Raton, FL 33431
E-mail: legal@array.com

If to Client:
The information provided in the applicable Order.

MASTER SERVICES AGREEMENT ADDENDUMS

The Product addendums linked below (each a "Product Addendum") provide additional terms applicable to the use of, and access to, the applicable Products available within Company's Platform subject to the terms of an executed Order. Any such Product Addendum linked below is hereby incorporated into the terms of the MSA provided herein.

Array+

Business Data Furnishing

BuildCredit Servicing

Consumer Permissioned Rent Reporting

Data Furnishing

Debt Manager

FinancialLinks

Identity Protect

MyBusiness Credit

MyCredit Manager

Privacy Protect

Rent Reporting

Subscription Manager

My Home Value