

# Bloom Credit Enterprise Customer Terms of Service

## 1) Definitions

- a) **“Access Protocols”** means the passwords, access codes, technical specifications, connectivity standards or protocols, web or Internet addresses, web or display window interface, parameter and format information, and other relevant information and procedures that are used to allow Authorized Users of Customer to access the Service.
- b) **“Approved Users”** means any and all entities that use Customer’s platform for providing services to consumers for which the Services are utilized by Customer, and which are expressly approved in writing by Bloom Credit and added to a master list of Approved Users for Customer maintained by Bloom Credit.
- c) **“Authorized User(s)”** means the individual employees, agents, platform users, and independent contractors of Customer who are granted access to the features and functions of the Services. Authorized Users must be the age of eighteen (18) or older; any individual on a Statement Of Work who is not this age as of the date of the Statement Of Work is not an Authorized User and is not approved for access to any Services. Information about Authorized Users provided to Bloom Credit in connection with the Services must be accurate, truthful, and updated; otherwise Bloom Credit may disqualify such individuals as Authorized Users (in its sole discretion).
- d) **“Bloom Credit Data”** means the data, analysis, reports, indices, recommendations, suggestions, benchmarks and other information provided by, accessible through or managed through the Services that may be provided as part of the Services set forth in a Statement Of Work to assist Authorized Users in the assessment and analysis of credit, customer credit evaluation, and credit quality and performance, but excluding in all cases, the Customer Data.
- e) **“Credit Bureau”** means an entity which accepts consumer credit information in order to create a consumer credit report, and to/from which data is sent/received in connection with the Services.
- f) **“Customer”** means the named customer on the first page of this Agreement and each applicable Statement Of Work following acceptance of the Statement Of Work by Bloom Credit.
- g) **“Customer Data”** means data that is provided by Customer to Bloom Credit to enable Bloom Credit to provide the Services, which may include unprocessed consumer information and payment data.
- h) **“Documentation”** means user guides and other technical documentation, whether in electronic or printed format, that may be provided by Bloom Credit to Customer that are specifically designed to inform Authorized Users on how to use the Services.
- i) **“Fee”** means the fee or fees specified in the Statement Of Work for the applicable Services, payable to Bloom Credit in accordance with the terms hereof.
- j) **“Services”** mean any services provided by Bloom Credit pursuant to this Agreement and one or more Statements Of Work, which may include furnishing repayment data to one or more Credit Bureaus, assisting with credit reporting disputes, obtaining and providing consumer report information, assisting with Credit Bureau integration, and providing other related services.
- k) **“Statement Of Work”** means Bloom Credit’s form of ordering documents pursuant to which Services are ordered by Customer subject to the terms and conditions of this Agreement, which must be approved and formally accepted by Bloom Credit to be effective.

## 2) Access Grants; Performance of Services; and Ownership

- a) **Provision of Services.** Subject to the terms and conditions of this Agreement, Bloom Credit will provide the Services ordered pursuant to any Statement Of Work to Customer in a professional and workmanlike manner consistent with its best practices and standards, as may be further described in the Statement Of Work.
- b) **Qualification Requirements.** Customer acknowledges and understands that certain qualification requirements may exist in order for Bloom Credit to provide specific Services hereunder and under any applicable Statement of Work and that Customer shall reasonably cooperate with Bloom Credit in order for Bloom Credit to confirm such qualification requirements are met by Customer. Such cooperation may include, but not necessarily be limited to, (i) allowing for Bloom Credit or an authorized agent of Bloom Credit to conduct an on-site visual inspection of Customer's premises and business operations, and to confirm that Customer in all respects continues to meet the qualification requirements thereafter during the Term; (ii) certifying that it will use the information provided by Bloom Credit for one or more of the purposes permitted under the FCRA and for no other purpose, as applicable; (iii) employing appropriate physical, administrative, and technical controls, screening and security procedures and other appropriate safeguards to ensure that information provided by Bloom Credit hereunder is secured and protected to prevent unauthorized access; (iv) complying with the terms set forth hereto; and (v) responding to any questions, inquiries, and questions from Credit Bureaus in connection with the Services provided hereunder. Customer further acknowledges and understands that a Credit Bureau, in its sole discretion, may determine that Customer does not meet applicable requirements, and, therefore, may prohibit Bloom Credit from providing certain Services to Customer. Bloom Credit shall not incur any liability or responsibility whatsoever for any cost, expenses, or damages incurred upon such determination, and Bloom Credit may suspend the Services hereunder and any applicable Statement Of Work as further described in Section 3(c) of this Agreement.
- c) **Access Protocols; Authorized Users.** After accepting a Statement Of Work and Bloom Credit's confirmation that Customer meets the qualification requirements, Customer will be provided with any necessary Access Protocols. Customer will: (i) safeguard the Access Protocols and ensure that only Authorized Users are given access to the Access Protocols, and that Authorized Users also safeguard the Access Protocols with a degree of care no less stringent than that required of Customer pursuant to this Agreement; (ii) make Authorized Users aware of Customer's obligations under this Agreement; (iii) be responsible for all acts and omissions of Authorized Users, including without limitation compliance with all terms and conditions herein; and (iv) require all Authorized Users who use Bloom Credit's platform to accept this Agreement.
- d) **Right of Access.** Subject to terms and conditions of this Agreement and Bloom Credit's acceptance of an applicable Statement Of Work, Bloom Credit grants to Customer a non-exclusive, non-transferable right during the Term to allow Authorized Users to access and use the Services specified in the Statement Of Work solely for Customer's internal business purposes and as otherwise set forth in the Statement Of Work.
- e) **Customer Data.** Use of the Services will permit Customer, at its option, to provide Customer Data respectively, to Bloom Credit for purposes of processing, categorizing, ordering, structuring, analyzing, and storing such data and otherwise performing the Services. Customer hereby grants to Bloom Credit a limited worldwide, royalty-free license: (i) during the Term to use, copy, display, disclose, modify and distribute the Customer Data for the purpose of providing the Services (and for any purpose required for compliance with law or to respond to any investigation, subpoena or other judicial process) and (ii) on a perpetual basis, to use, copy, display, disclose, modify and distribute the Customer Data to create and compile aggregated data and/or statistics. Bloom Credit will use due care to protect sensitive Customer Data, including, as appropriate, encryption technology.
- f) **Restrictions on Use.** Customer will not: (i) modify, adapt, alter, translate or create derivative works of the Services, including the Bloom Credit Data; (ii) use the Bloom Credit Data for any purpose other than Customer's internal business use in connection with assessing and analyzing credit quality and performance and not for the benefit of any third party including as part of a service bureau, application service provider offering, or software-as-a-service offering, except for third parties and use cases approved in writing by Bloom Credit (e.g., Approved Users); (iii) sublicense, lease, rent, loan or otherwise transfer Customer's rights hereunder to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the human readable, source code version of the Services or the technology underlying the Services; (v) publish or post false or misleading information about Bloom Credit; (vi) remove any proprietary notices of Bloom Credit or third parties found on, in or in association with the Services or the Bloom Credit Data; (vii) publish any performance or benchmark tests or analysis relating to the Services or the Bloom Credit Data, including the use thereof, without the approval of Bloom Credit; (viii) use the Services in any way that in any manner exceeds the scope

of use permitted hereunder, infringes any third party intellectual property right, breaches the terms of this Agreement or any agreement between Customer and any third party; (ix) interfere in any manner with, or disrupt the integrity or performance of, the Services, the Bloom Credit Data or their operation, or the hardware and network used to operate the Services; and (x) use any Services or the Bloom Credit Data to build a similar or competitive product or service of any kind. Customer further agrees: (A) to comply with all compliance and information and data security requirements imposed from time to time by Bloom Credit or any applicable Credit Bureau in connection with the use of the Services; (B) to comply with the applicable state and federal laws of the U.S. regarding the transmission of any data obtained from or submitted in connection with the Services; (C) not to use the Services for illegal purposes; (D) not to interfere or disrupt networks connected to the Services; (E) to provide (and cause all Approved Users to provide) all information requested by Bloom Credit or any Credit Bureau regarding Customer's business or products (Bloom Credit will assist Customer as necessary in obtaining any required Credit Bureau approval for Customer's or its Approved Users' new products or services as part of the Services, however, Bloom Credit does not guarantee any such approval); (F) to inform its platform users of the availability of the Services as may be provided under any applicable Statement Of Work; and (vi) to enter into any agreements with Bloom Credit and/or any applicable Credit Bureau as may be necessary or desirable in connection with the Services.

- g) **Intellectual Property.** The Services including the Bloom Credit Data, including without limitation any website (including without limitation text, content, photographs, video, audio, graphics, tables, functionality and data selection and arrangement), are protected by copyrights, trade secrets, trademarks, service marks, international treaties and/or other proprietary rights and laws of the U.S. and other countries, as applicable, and, where applicable, aspects of the Services may be protected by patent and other forms of intellectual property rights. Customer acknowledges that the Services, including the Bloom Credit Data, have been developed, compiled, prepared, revised, selected and arranged by Bloom Credit and its agents through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of Bloom Credit (and, where applicable, licensed third-party intellectual property of others). Customer agrees to protect the proprietary rights of Bloom Credit and all others having rights in the Services during and after the term of this Agreement and to comply with all reasonable written requests made by Bloom Credit relating to the protection of its intellectual property rights in or to the Services. Customer agrees to notify Bloom Credit in writing promptly upon becoming aware of any unauthorized access or use of the Services by any party or of any claim that the Services infringe upon any copyright, trademark or other contractual, statutory or common law rights. As between the parties, Bloom Credit retains all present and future right, title and interest in the Services and the Bloom Credit Data, and all intellectual property rights therein. All rights not expressly granted by Bloom Credit are reserved, and Customer acquires absolutely no rights or licenses in or to the Services except for the limited right to use the Services in accordance with the terms of this Agreement. Customer retains all right, title and interest in the Customer Data and all intellectual property rights therein, and grants the right to develop, compile, or otherwise author derivative works in Customer Data to Bloom Credit. All rights not expressly granted by Customer are reserved.
- h) **Feedback.** At its option, Customer may provide advice, suggestions, feedback, or other comments regarding the use, operation and functionality of the Services ("**Feedback**"). Feedback will include any information about operating results, known or suspected bugs, errors or compatibility problems and user-desired features. Customer agrees that Bloom Credit, without any compensation to Customer, will have an irrevocable right to use the Feedback and related information in any manner it deems appropriate, and that Bloom Credit shall own all intellectual property in and to such Feedback, and Customer agrees any such Feedback provided at any time is provided to Bloom Credit on a "work for hire" basis.

### 3) Term and Termination

- a) **Term.** The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until all outstanding Statements of Work are completed (the "Term").
- b) **Termination for Material Breach.** Either party may terminate this Agreement or any Statement Of Work, at its discretion, effective immediately upon written notice to the other if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving written notice thereof.
- c) **Suspension of Service(s).** At any time during the Term, Bloom Credit may, immediately upon notice to Customer (or without notice if so required by applicable legal or regulatory authority or Credit Bureau), suspend access to any Service, at its discretion, in (1) the event of a material breach of the provisions set forth

in section 2(f), including due to a threat to the technical security or technical integrity of the Services, or breach of any other legal, regulatory or Credit Bureau requirement, or (2) if any amount due under this Agreement is not received by Bloom Credit within fifteen (15) days of the due date.

- d) **Termination upon Bankruptcy, Insolvency, Etc.** Bloom Credit may, at its option, terminate this Agreement immediately upon written notice to Customer, in the event (i) that Customer becomes insolvent or unable to pay its debts when due; (ii) Customer files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (iii) Customer discontinues its business; (iv) Customer does not meet the customer qualification criteria required by its policies; (v) a receiver is appointed or there is an assignment for the benefit of Customer's creditors; or (vi) the Services were suspended pursuant to 3.3(c) above and the specific breach(es) cannot be promptly cured to the satisfaction of Bloom Credit, the applicable legal or regulatory authority and any applicable Credit Bureau.
- e) **Effects of Termination.** Upon termination or expiration of this Agreement for any reason: (i) any amounts owed to Bloom Credit before such termination or expiration will be immediately due and payable; and (ii) all access rights granted will immediately cease to exist. The following provisions will survive termination: Sections 1 ("Definitions"), 2, ("Access Grants; Performance of Services; and Ownership") (except for Sections 2(a), 2(c) and 2(d)), 3 ("Term and Termination"), 4 ("Warranties, Disclaimers and Limitations on Damages"), 5 ("Indemnity"), 6 ("Confidential Information"), 7 ("Payment Terms") and 8 ("Miscellaneous") of this Agreement will survive any termination or expiration of this Agreement.

#### 4) Warranties, Disclaimers and Limitation on Damages

- a) **General Representations.** Each party hereby represents and warrants: (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of the Agreement will not conflict with or violate any provision of any law or third party agreement having applicability to such party; and (iii) that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms. Bloom Credit represents and warrants that (A) the Services and Bloom Credit Data will conform to the Documentation; (B) the Services and the Bloom Credit Data will not infringe, misappropriate or violate the rights of any third party; (C) the Services will be provided in a professional and workmanlike manner consistent with industry best standards; and (D) Bloom Credit will safeguard Customer Data from unauthorized access, use, alteration or destruction using physical, logical and administrative security measures consistent with industry standards.
- b) **General Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, INCLUDING ANY STATEMENT OF WORK, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. BLOOM CREDIT DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES, INCLUDING THE BLOOM CREDIT DATA, WILL BE ACCURATE, COMPLETE, SECURE, WITHOUT INTERRUPTION, OR ERROR-FREE. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE SERVICES INCLUDE DATA OF THIRD PARTIES AND THAT BLOOM CREDIT IS NOT RESPONSIBLE IN ANY WAY FOR THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY SUCH DATA. BLOOM CREDIT HAS NO DUTY TO UPDATE, CORRECT OR OTHERWISE MODIFY DATA DELIVERED THROUGH THE SERVICES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW.
- c) **Use; Decision Support Disclaimer.** Customer acknowledges that certain Services, including the Bloom Credit Data, are provided to Customer and its Authorized Users as a tool to aid in its assessment of credit quality. Customer agrees that Customer will not rely solely on the output of the Services and that Customer and its Authorized Users will rely on their professional judgment in assessing credit quality and performance and making any credit-related decisions. Customer is solely responsible for (i) Customer's and its Authorized Users' use of the Services and Bloom Credit Data and (ii) any decision Customer makes, in whole or in part, therefrom. Customer further agrees that Bloom Credit will not be responsible for any loss or damage to Customer or its Authorized Users caused by the failure of the Services or any error or data produced or derived therefrom, for clarity, including without limitation any special, consequential or incidental damages, even if foreseeable and even if Bloom Credit has actual knowledge of the damages (as further set forth in Section 4(h)).

- d) **No Professional Advice.** Customer acknowledges that the Services are designed to be offered only to highly sophisticated institutional entities who qualify to meet certain highly sophisticated institutional customer criteria maintained by Bloom Credit, and that the Services or the Bloom Credit Data are not intended to be used by any other person. While Bloom Credit may from time to time provide guidance as it pertains to the Services, Bloom Credit is not engaged in rendering any legal, regulatory, or financial advice. If professional legal, regulatory, or financial advice is required, the services of a competent, licensed professional should be sought. No employee, agent or representative of Bloom Credit is authorized to provide any such advice of any nature whatsoever, and any such advice, if given, is in violation of Bloom Credit's policies, is unauthorized and may not be relied upon by Customer or any other person.
- e) **No Guaranteed Results.** The Services are not guaranteed to achieve any particular results. The use of any data, analysis or strategy, including any system or strategy integrated within the Services, does not and cannot guarantee that Customer will make profits, increase profits, or minimize losses.
- f) **Customer is Solely Responsible for Input Correctness and Accuracy.** The quality of the product's analysis, optimization, and outputs depends on the Authorized User's inputs and the quality and accuracy of information received from Customer and third parties. While automated guidance and value generation may be made available in the product to ease and expedite entry of the parameters required for the product's analysis and optimization, Customer and its Authorized Users are solely responsible for ensuring the quality of all its inputs, and Bloom Credit is not responsible for any inaccuracies, errors or omissions caused by information received from Authorized Users or any other third parties.
- g) **Specific Disclaimers.** As the Services evolve, Bloom Credit may provide Customer and Authorized Users explanations on how the Services work and certain specific disclaimers. Any such specific disclaimers acknowledged by any Authorized User, including through a click-wrap made available within the Services, are agreed to be incorporated by reference into this Agreement. The following specific disclaimer shall appear within or, if it does not, shall be deemed to be incorporated within the Services:
  - i) **No Guarantee.** Any analyses, assessments, reports and/or recommendations from Bloom Credit are not guarantees of credit performance or the attainment of any goal, and Bloom Credit makes no guarantee as to the accuracy of data furnished to or received from the Credit Bureaus on behalf of Customer.
- h) **Disclaimer of Indirect Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF MARKET CAPITALIZATION, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL BLOOM CREDIT BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES.
- i) **Limitations on Liability.** BLOOM CREDIT'S MAXIMUM AGGREGATE LIABILITY UNDER ANY STATEMENT OF WORK WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY BLOOM CREDIT UNDER SUCH STATEMENT OF WORK DURING THE SIX (6) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

## 5) Indemnity

- a) **Bloom Credit Indemnity.** Bloom Credit will indemnify, defend and hold Customer, its directors, officers, employees and representatives (each a "**Customer Indemnified Party**"), harmless from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, (collectively "**Losses**") arising out of any third party claim alleging that the Services infringe, misappropriate or violate any third party intellectual property rights (for clarity, subject to the liability limitation in Section 4(h)).
- b) **Exclusions.** Section 5(a) will not apply if the alleged claim arises, in whole or in part, from (i) a use or modification of the Services by any Customer or any Authorized User in a manner outside the scope of any right granted or in breach of this Agreement; (ii) a combination, operation or use of the Services with other software, hardware or technology not provided by Bloom Credit if the claim would not have arisen by the exclusive use of the Services alone; (iii) the Customer Data; (iv) any violation by Customer of applicable law, (v) the misuse of the Services or the Bloom Credit Data by Customer or any third party in violation of this Agreement, or (vi) any other material breach of Customer's responsibilities as identified in this Agreement (any of the foregoing circumstances under clauses (i), (ii), (iii), (iv), (v) and (vi) will be collectively referred to as a "**Customer Indemnity Responsibility**").
- c) **Customer Indemnity.** Customer will indemnify, defend and hold harmless Bloom Credit, its directors, officers, employees and representatives (each a "**Bloom Credit Indemnified Party**"), from and against any

and all Losses arising out of a breach of this Agreement and any third-party claim arising out of any Customer Indemnity Responsibility.

- d) **Indemnification Process.** The foregoing indemnification obligations are conditioned on the indemnified party: (i) notifying the indemnifying party promptly in writing of such action, (ii) reasonably cooperating and assisting in such defense and (iii) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party without consent.
- e) **Infringement.** If any Service is, or in Bloom Credit's opinion, is likely to become the subject of any infringement-related claim, then Bloom Credit will, at its expense and in its discretion: (i) procure for Customer the right to continue using the Service; (ii) replace or modify the infringing technology or material so that the Service becomes non-infringing and remains materially functionally equivalent; or (iii) terminate the Statement(s) Of Work pursuant to which the Service is provided and give Customer a refund for any prepaid, but unused fees, calculated on a pro rata basis in the event of any partial Services provided and for any partial time for which the Services were accessible.
- f) THE PROVISIONS OF THIS SECTION 5 STATE BLOOM CREDIT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE SERVICES OR THE TECHNOLOGY UNDERLYING ANY OF THE SERVICES, INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## 6) Confidential Information

- a) **Confidentiality.** Each party will maintain in confidence all Confidential Information disclosed by the other party hereto. As used herein "**Confidential Information**" will mean all tangible information which is marked as "confidential" or "proprietary" and all information which is disclosed and should reasonably be considered confidential, including, but not limited to, the level of Services and Fees under this Agreement. Notwithstanding the foregoing, (i) the Bloom Credit Confidential Information will include the Services, the Bloom Credit Data and all algorithms, know-how and technology underlying the Services, and (ii) Customer Confidential Information will include the Customer Data. Bloom Credit may disclose Customer Confidential Information to employees, contractors and trainees who have agreed in writing to hold such Customer Confidential Information in confidence and not to use such information for any purposes other than those authorized by this Agreement. Customer may disclose Bloom Credit Confidential Information to employees and contractors who are not Bloom Credit competitors who have agreed in writing to hold such Bloom Credit Confidential Information in confidence (under terms which are no less stringent than Customer's obligations to Bloom Credit) and not to use such information for any purpose other than those authorized by this Agreement. Each party will use at least the same standard of care as it uses to protect its own most confidential information (but in no event less than reasonable care), to ensure that such employees or contractors do not disclose or make any unauthorized use of such Confidential Information.
- b) **Exceptions.** The obligations of confidentiality contained in Paragraph 6(a) will not apply to the extent that it can be established by the receiving party ("**Recipient**") by competent proof that such Confidential Information: (i) was already known to Recipient, other than under an obligation of confidentiality, at the time of disclosure by the other party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure; (iii) became generally available to the public or otherwise part of the public domain after its disclosure other than through any act or omission of Recipient in breach of this Agreement; (iv) was disclosed to Recipient, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information to others; or (v) was independently developed by Recipient without use of or reference to the disclosing party's Confidential Information.
- c) **Compelled Disclosure.** If the Recipient becomes legally compelled to disclose any Confidential Information of the disclosing party, the Recipient will provide disclosing party with prompt (but, in any event, no less than ten days prior to the legally compelled disclosure) notice of the request so that disclosing party may seek an appropriate protective order or other appropriate remedy and/or waive Recipient's compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained by the date that Recipient must comply with the request, or if disclosing party waives compliance with the provisions of this Agreement, the Recipient will provide only that portion of the Confidential Information that is legally required, and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be provided to that portion of the Confidential Information of disclosing party which is being furnished or disclosed.
- d) **Return or Deletion of Confidential Information.** Upon termination of this Agreement or following the request of disclosing party, the Recipient shall promptly destroy or request (at disclosing party's discretion) all Confidential Information. Customer agrees that Bloom Credit may retain Confidential Information

disclosed to it as necessary for the purposes described in this Agreement and for any applicable legal, regulatory, or internal data retention purposes.

- e) **Data Breach Notification.** Customer shall promptly and without unreasonable delay (but in no event greater than 24 hours after discovery of any actual unauthorized access or disclosure) notify Bloom Credit upon learning of any actual or suspected misappropriation or unauthorized access to, or disclosure or use of, Confidential Information (a “Data Breach”), and shall take all commercially reasonable steps to protect the Confidential Information from any additional compromise or harm. Customer shall promptly investigate each Data Breach that it becomes aware of or has reason to suspect may have occurred and, in the case of an actual Data Breach, shall reasonably cooperate with Bloom Credit in connection with any independent investigation that Bloom Credit may desire to conduct with respect to such Data Breach. Customer shall reasonably cooperate with Bloom Credit in identifying any reasonable steps that should be implemented to limit, stop or otherwise remedy any actual or suspected Data Breach.

## 7) Payment Terms

- a) **Payment Terms.** In consideration for the access rights granted to Customer and the Services provided under this Agreement, Customer will pay to Bloom Credit the Fees, which will be made via ACH and in accordance with Exhibit A hereto unless otherwise agreed to by Bloom Credit. Except as otherwise provided in the applicable Statement Of Work, all Fees are billed on a monthly basis and are due and payable to Bloom Credit within thirty (30) days of receipt of invoice. Overdue payments will accrue interest at the lesser of 1.5% per month or the maximum allowable interest under applicable law, and Customer will pay Bloom Credit’s associated cost of collection including without limitation reasonable attorneys’ fees. Fees may be charged for access to only portions of the Services, or for the Services as a whole, and Bloom Credit reserves the right to add new features or other enhancements which may not be accessed without Customer’s agreement to modified Fees. Fees may increase by a maximum of 5% during the automatic renewal of a Statement Of Work. Additionally, during the Term, if Bloom Credit’s cost of providing the Services hereunder increases due to a rate change imposed by a Credit Bureau, Bloom Credit reserves the right, upon thirty (30) days prior written notice to Customer, to increase the fees charged under the then-current Statement(s) Of Work to cover the added cost of providing the Services. Any supplemental fees and taxes incurred by Bloom Credit from the Credit Bureau providing the data will be passed through to Customer, including, but not limited to, fees related to state surcharges, regulatory compliance (e.g., recovery fees, FACTA, etc.), and security monitoring.
- b) **Taxes.** Prices do not include taxes or duties. If Bloom Credit is required to pay or collect any local, value added, goods and services taxes, or any other similar taxes or duties arising out of or related to this Agreement (not including taxes based on Bloom Credit’s income), then such taxes and/or duties will be billed to and paid by Customer.

## 8) Miscellaneous

- a) **Reference.** Customer hereby grants Bloom Credit permission to identify Customer by name as a Customer of Bloom Credit on the Bloom Credit website and in any publicly filed document, press release and/or any other marketing materials and to use Customer’s marks to do so. Customer will not (i) disparage or in any way refer negatively to Bloom Credit, or (ii) refer to any Credit Bureau by name without the prior written consent of Bloom Credit and the applicable Credit Bureau.
- b) **Non-solicitation.** Neither party shall, during the Term of this Agreement and for a period of one year after termination of this Agreement, either directly or indirectly, recruit or hire or attempt to recruit any employee, consultant or independent contractor of the other party. Neither party shall be prohibited from responding to or hiring employees of the other party who inquire about employment on their own accord or in response to a public advertisement.
- c) **Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer in derogation of the foregoing will be null and void; provided, however, that Bloom Credit will have the right to assign its rights to receivables hereunder to a bank or other financial institution and that either party will have the right to assign the Agreement, without the prior written consent of the other party, to a successor entity in the event of merger, corporate reorganization or a sale of all or substantially all of its assets or other similar change of control event. The terms of this Agreement will be binding upon, and the benefits shall inure to, such assignees.
- d) **Force Majeure.** Neither party will be liable to the other under this Agreement for any delay or lack of performance (other than nonpayment) resulting from a Force Majeure event. “**Force Majeure**” event means any act of God, war, fire, typhoon, flood, earthquake, natural disasters, governmental action, labor disruptions, materials shortages, pandemic or any other event beyond the reasonable control of the prevented party.

- e) **Notices.** All notices and other communications provided for hereunder will be in writing and will be required to be delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested. Notices will be sent to the parties using the contact information provided on page 1 of this Agreement or to such other address as that party may specify in writing pursuant to this Section.
- f) **Governing Law.** All matters arising in connection with this Agreement or the enforcement or construction thereof will be governed by and resolved in accordance with the laws of the State of New York without reference to any conflicts of laws principles. For any claim arising from or related to this Agreement, each party hereby expressly consents to exclusive jurisdiction and venue of the state or federal courts located in the County of New York. EACH PARTY HERETO HEREBY WAIVES RIGHT TO JURY TRIAL.
- g) **Independent Contractors.** The parties hereto are independent contractors, and this Agreement will not be construed as creating any joint venture, partnership or other like relationship.
- h) **Waiver.** No provision of this Agreement, unless such provision otherwise provides, will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.
- i) **Severability.** If any provision of this Agreement is unenforceable or illegal, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- j) **Modifications of this Agreement.** Bloom Credit may amend or change (add to, delete or alter) the terms of this Agreement from time to time upon giving prior notice to you. Amendments of this Agreement may include modifying and deleting existing provisions and adding new provisions. Bloom Credit agrees to provide you notice of any amendment (except an amendment benefiting Customer) at least thirty (30) days, or a longer period if required by law, before that amendment becomes effective by providing notice as required by Section 8(e) above or by posting notice of the amendment on the Bloom Credit website or other electronic location for accessing the Services. Bloom Credit may, but is not required to, give you notice if the amendment will be to your benefit. By continuing to maintain your use of the Services after the amendment becomes effective, you agree to the amendment of this Agreement.
- k) **Entire Agreement.** This Agreement (including all Exhibits hereto), together with the applicable Statement(s) of Work, constitutes the entire agreement between the parties and (except as may explicitly be stated herein) supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter hereof. In the event of any conflict between this Agreement and any Statement Of Work, the terms of such Statement Of Work will control. Except for modifications pursuant to Section 8(k) above, no modification, variation or amendment of this Agreement will be effective unless made in writing and signed by the parties. Purchase orders provided by Customer will be for administrative purposes only and will have no force or effect