



**Addendum to E-Oscar System Terms of Use and API License Agreement
(Regarding Data Furnisher's Utilization of Third Party Service Provider)**

This Addendum to the E-Oscar System Terms of Use and API License Agreement (the "Addendum") is entered into as of _____, 202_ (the "Effective Date") by and between Online Data Exchange LLC ("OLDE") and [_____] ("Data Furnisher", also referred to as Registrant under the Terms of Use and Licensee under the API License Agreement). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the E-Oscar System Terms of Use ("Terms of Use") and/or the API License Agreement ("API License Agreement") as in effect between the parties.

WHEREAS, OLDE makes its E-Oscar System and API Services available to Data Furnisher, and Data Furnisher accesses and uses the E-Oscar System via such API Services, to facilitate the resolution of disputes about the accuracy and completeness of Consumer Information pursuant to the Terms of Use and API License Agreement, respectively; and

WHEREAS, Data Furnisher wishes to have a third party service provider, [_____] ("Third Party Service Provider"), access and use the E-Oscar System via the API Services and process Transactions on Data Furnisher's behalf.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Addendum. This Addendum governs Data Furnisher's utilization of Third Party Service Provider to access and use OLDE's E-Oscar System, via the API Services, on Data Furnisher's behalf. The Terms of Use as modified by OLDE from time to time shall continue to govern all access and use of the E-Oscar System by Data Furnisher (and/or by Third Party Service Provider on Data Furnisher's behalf), and the API License Agreement shall continue to govern all access and use of the API by Data Furnisher (and/or by Third Party Service Provider on Data Furnisher's behalf). This Addendum is intended to supplement the Terms of Use and API License Agreement with regard to Data Furnisher's utilization of Third Party Service Provider to access and use such system and services on its behalf, and shall not be deemed to otherwise modify or amend the Terms of Use or API License Agreement or the obligations of Data Furnisher thereunder except as expressly provided herein.

2. Authorization to Access and Use E-Oscar System and API Services.

a. Notwithstanding anything to the contrary in the Terms of Use, OLDE hereby authorizes Data Furnisher to allow Third Party Service Provider to access and use the E-Oscar System on Data Furnisher's behalf. Further, notwithstanding anything to the contrary in the API License Agreement, OLDE hereby authorizes Data Furnisher to sublicense the right to access and use the API and API Services, solely on Data Furnisher's behalf and solely in accordance with the API License Agreement, to Third Party Service Provider.

b. In turn, Data Furnisher hereby authorizes OLDE to share Consumer Information relating to Data Furnisher's customers and other confidential information of Data Furnisher with Third Party Service Provider.

3. Responsibility for Obligations and for Actions/Omissions of Third Party Service Provider. Data Furnisher acknowledges and agrees that (i) Data Furnisher remains subject to, and responsible for compliance with, the Terms of Use and API License Agreement notwithstanding its utilization of Third Party Service Provider, and (ii) Data Furnisher shall be responsible for the actions and omissions of Third Party Service Provider and its representatives in accessing and using the e-OSCAR System and API Services on Data Furnisher's behalf. Data Furnisher shall defend, indemnify and hold OLDE harmless from any and all claims of Third Party Provider (or its representatives) arising out of its access or use of the E-Oscar System or API Services on Data Furnisher's behalf.

4. Responsibility for Validating Security Program and Controls of Third Party Service Provider. Data Furnisher shall bear all responsibility for performing due diligence on and validating the adequacy of Third Party Service Provider's information security program and controls with respect to its systems through which it will access and use the API Services and E-Oscar System on Data Furnisher's behalf. In connection with such responsibility, Data Furnisher must validate that Third Party Service Provider's information



security program is designed to (a) ensure the security and confidentiality of Consumer Information; (b) protect against any anticipated threats or hazards to the security or integrity of such information; (c) protect against unauthorized access to or use of such Consumer Information that could result in substantial harm to OLDE, any customer of OLDE or Data Furnisher; and (d) provide for the proper disposal of such information.

5. Responsibilities Regarding Security Incidents.

a. In the event any security incident occurs with respect to Data Furnisher’s (or Third Party Service Provider’s) systems that could affect the confidentiality, availability and integrity of Consumer Information or the API Services or E-Oscar System (hereinafter, a “Security Incident”), Data Furnisher will promptly, without undue delay, notify OLDE. Data Furnisher will provide OLDE with updates on the status of the Security Incident until the matter has been remediated. The reports will include, without limitation, a description of the Security Incident, actions taken and remediation plans.

b. Data Furnisher acknowledges and agrees (for itself and on behalf of Third Party Service Provider) that OLDE may notify any other data furnisher or registrant of the Security Incident to the extent OLDE reasonably believes that such data furnisher(s) or registrant(s) may be impacted.

c. Upon the occurrence of a Security Incident, or if OLDE learns of any incident affecting Data Furnisher (or Third Party Service Provider) that could put the security, confidentiality, availability or integrity of Consumer Information or the API Services or E-Oscar System at risk, OLDE reserves the right to suspend Data Furnisher’s (and/or Third Party Service Provider’s) access until such risk has been mitigated to OLDE’s reasonable satisfaction.

6. Termination of Authorization. Data Furnisher shall promptly notify OLDE if its processing arrangement with Third Party Service Provider expires or is terminated or if Third Party Service Provider is no longer authorized or entitled to act on Data Furnisher’s behalf. Upon receipt of such notice (or upon the date specified in such notice), this Addendum and the authorizations granted hereunder shall terminate.

7. Full Force and Effect. Except as expressly supplemented or modified by the terms of this Addendum, the Terms of Use and API License Agreement between the parties remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum, intending to be bound, by their duly authorized representatives as of the Effective Date set forth above.

 (“Data Furnisher”)

 Online Data Exchange LLC (“OLDE”)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____