

API License Agreement

Effective as of October 1, 2020 (the “Effective Date”), Online Data Exchange LLC (“OLDE”) has updated this API License Agreement (“Agreement”).

This Agreement is a legally binding contract between you as Licensee (“You” or “Licensee” or “Organization”) and OLDE, and applies to your use of the various Application Programming Interface Services (“API Services”) connected with and to the Online Solution for Complete and Accurate Reporting (the “e-OSCAR System” or “e-OSCAR”). You represent and warrant that you are of legal age and have the right and authority to enter into this Agreement on your own behalf and on behalf your Organization. **By accepting this Agreement, either by accessing or using any e-OSCAR API, or authorizing or permitting any individual to access or use the e-OSCAR API on Your behalf, You agree to be bound by the terms of this Agreement.**

OLDE makes e-OSCAR available to Consumer Reporting Agencies, Mortgage Reporting Companies, and Data Furnishers to facilitate the resolution of disputes about the accuracy and completeness of Consumer Information.

This Agreement addresses the following proprietary materials of OLDE and sets forth the terms and conditions governing Your access and use of the API Services to access and use e-OSCAR:

Licenses & Restrictions:

1. e-OSCAR Terms of Use. The terms of use (“Terms of Use”), under which You access and use the e-OSCAR System, as modified by OLDE from time to time, shall govern all access and use of the e-OSCAR system by You, including the access of and use of any and all API Services. This Agreement is intended to supplement the Terms of Use with regard to API Services and shall not be deemed to modify or amend the Terms of Use or Your obligations thereunder. In the event of a conflict between this Agreement and the Terms of Use, the Terms of Use shall control.
2. API License. Subject to the terms and conditions of this Agreement, OLDE grants to You a non-exclusive, non-transferable, non-sublicensable, limited license to use the Application Programming Interface (“API”) solely in accordance with the terms of this Agreement (“API License”). The API License allows You to do only the following:
 - a. Access and use the API Services-related resources (“Resources”) only for the purposes and in the manner expressly permitted by OLDE herein; OLDE Resources (as such term is used herein) include, but are not limited to, the API and resources for the processing of Automated Universal Data forms (“AUD(s)”), Automated Consumer Dispute Verifications (“ACDV(s)”), Block Rescission Requests (“BRR(s)”), and Notifications, plus any documentation, user guides, or specifications pertaining thereto;
 - b. Use such Resources for the foregoing purposes and subject to the restrictions set forth herein as necessary to conduct Your business; and
 - c. Execute Transactions (as defined in the Terms of Use) using the e-OSCAR System accessed via the Resources.
3. Any subset or combination of the permitted uses outlined in Section 2 above shall be deemed “Permitted Use”. Permitted use is subject to all terms set forth in this Agreement. To enable Your Permitted Use, OLDE will provide You with a confidential identification code, token, and/or User ID that shall permit You to use the API. The User ID will remain the property of OLDE and may be revoked or terminated by OLDE immediately if You fail to keep it

confidential (for example by sharing it with any third party), if compromised in any way, or if You use or access the Resources in a manner not expressly permitted under this Agreement.

4. General License Conditions and Restrictions. You agree that You will not use the Resources in any way not expressly permitted under this Agreement, nor use any alternative means such as robots, spiders, scraping or other technology to access, query, or use the e-OSCAR System or any other web site owned or operated by OLDE or Resources except as expressly permitted within the Terms of Use, to obtain any information, other than as provided by OLDE to you pursuant to this Agreement. Following expiration or termination of this Agreement, you shall not use (or facilitate use of) any alternative means such as robots, spiders, scraping or other technology to access, query or use the e-OSCAR application to obtain any information.
5. Specific Prohibitions: Notwithstanding anything to the contrary in this Agreement, You are specifically prohibited from doing any of the following:
 - a. You shall not sell, sublicense, or disclose access to any part of the Resources, Resource Materials, or your User ID to any third party;
 - b. You will not modify, create derivative works of, reverse engineer, reverse compile, or disassemble the Resources; and
 - c. You will not remove any trademarks, logos, copyright notices, proprietary notices or labels displayed on any Resource materials, the Resources, or any OLDE website.

Intellectual Property

6. Resources and IP Ownership. Except as otherwise expressly provided in this Agreement, OLDE retains all rights, title and interest in and to all intellectual property (including without limitation to all patent, trademark, copyright, trade dress, trade secrets, database rights, and all other intellectual property rights) embodied in or associated with these API Services, Resources, associated technology, and any content created or derived there from. This Agreement does not create any implied licenses and OLDE expressly reserves all rights not expressly assigned to You through this Agreement. You shall not take any action inconsistent with OLDE's ownership of these API Services or Resources.
7. No Sublicensing or Assignment. Any license rights granted hereunder are granted exclusively to You and may not be sublicensed, transferred, or assigned (except as otherwise provided herein) without prior written consent from OLDE, which may be withheld at its sole discretion.

Term and Termination

8. Termination. OLDE reserves the right to terminate this Agreement, the API Services or access to the Resources at any time and for any reason in its sole and exclusive discretion. OLDE will endeavor to provide advanced notice of any termination unless impracticable or unreasonable under the circumstances.
9. Effects of Termination. Upon termination of this Agreement, the API Services or access to the Resources, Your identification code, token, and/or User ID will be revoked and the API license and all licenses granted pursuant to this Agreement will immediately terminate unless such licenses are expressly stated as surviving.
10. Survival. Notwithstanding termination of this Agreement, the API Services or access to the Resources, Sections 1, 6, 7, 9, 15, 16, 17 and 18-23 of this Agreement will survive and remain binding.

Security, Stability, and Service Levels

11. Security & Stability. OLDE reserves the right to change Your method of access to the API Services and/or Resources at any time to ensure the safety and security of its environment. In the event of degradation or instability of the API Services, Resources, the e-OSCAR System or in an emergency, You acknowledge and agree that OLDE may, in its sole and absolute discretion, temporarily suspend Your access to the API Services and/or Resources in order to minimize threats to and protect the operational stability and security of the e-OSCAR System.
12. Service Levels. OLDE does not guarantee that the API Services, Resources and/or e-OSCAR System will be available twenty-four hours per day. OLDE will provide advance notice of system maintenance or outages where feasible.
13. Rate Limiting. OLDE further reserves the right to limit the rate and usage of its API Services and/or Resources as it deems appropriate.

API-Third Party Products

14. API Services may provide You with access to, be integrated with, or contain links or references to, products, services, data, information, or other materials which are provided or operated by third parties (collectively, "Third Party Products"). In such cases, OLDE only provides API Services or Resources for connecting these Third Party Products to the API Services provided by OLDE hereunder, and does not provide the Third Party Product itself.
15. Any exchange of data between You and any third party provider of a Third Party Product ("Third Party Service Provider") is solely between You and the applicable Third Party Service Provider. By integrating with a Third Party Product, You acknowledge and agree that: (a) Your data may be shared with the Third Party Service Provider, and (b) OLDE shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever from any loss or damage in connection with the data we provide to such third parties on Your behalf.

Disclaimer of Warranties

16. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO THE API SERVICES AND/OR RESOURCES AND YOUR USE OF THE SAME IS PROVIDED HEREUNDER ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OLDE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR TERMS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. OLDE DOES NOT REPRESENT OR WARRANT THAT THE API SERVICES AND/OR ASSOCIATED DOCUMENTATION (i) WILL BE ACCURATE OR COMPLETE, OR (ii) WILL MEET YOUR REQUIREMENTS, OR (iii) THAT THE OPERATION OF THE API SERVICES AND/OR RESOURCES WILL BE UNINTERRUPTED, ERROR FREE OR VIRUS FREE, OR (iv) THAT THE API SERVICES AND/OR RESOURCES SHALL OPERATE SECURELY OR WITHOUT INTERRUPTION, OR (v) THAT YOUR DATA, HARDWARE OR SOFTWARE WILL NOT BE LOST OR CORRUPTED, OR (vi) THAT ANY API SERVICES OR RESOURCES WILL MEET ANY RESPONSE TIMES OR WILL NOT EXPERIENCE ANY ACCESS DELAYS OR INTERRUPTIONS, OR OTHER PERFORMANCE ISSUES.

Indemnification

17. You agree to indemnify OLDE against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") which OLDE may incur as a result

of any third party actions (court, arbitration, or otherwise) arising from or relating to: (a) Your or Third Party Service Provider's use of the API Services and/or Resources in excess of the rights granted herein or other than as authorized herein, or (b) resources, technology or services provided by You or others on your behalf. Your agreement to indemnify OLDE herein includes the obligation to provide full legal defense to OLDE upon tender by OLDE, regardless of the outcome of any action or proceeding.

General

18. Governing Law, Settlement of Disputes, Venue. Except where otherwise required with respect to a Governmental Agency,
 - a. The interpretation of this Agreement will be governed by the law of the State of New York; and
 - b. Any disputes hereunder shall be resolved in accordance with the dispute resolution provisions of the Terms of Use (Section 12.5(a)(2)).
19. Publicity and Confidentiality. You agree not to make any public statement regarding the terms of this Agreement, any aspect thereof, or of the API Services and/or Resources without OLDE's prior written approval, which may be withheld at its sole discretion.
20. Independent Contractors. This Agreement does not create, and nothing contained in this Agreement shall be deemed to establish, a joint venture between the parties, or the relationship of employer-employee, partners, principal agent, or the like.
21. Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable.
22. Notice. Any notice under this Agreement will be given in writing by personal delivery, facsimile transmission, e-mail, or U.S. Mail, directed to OLDE at the address or fax number provided on the e-OSCAR Website, or directed to You or your Organization at the address or fax number submitted by you or your Organization with your e-OSCAR registration. All notices will be effective upon receipt. In the case of transmission by facsimile or e-mail, receipt will be deemed to occur when the transmission is received by the Your facsimile machine or Internet service provider.
23. Entire Agreement; Waiver. This Agreement sets for the entire understanding and agreement of the parties regarding the API Services and Resources, and supersedes any and all oral or written agreements or understandings between the parties, as to the API Services and Resources, except to the extent that this Agreement incorporates the OLDE Terms of Use as described herein. The waiver by OLDE of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.