

**RENT-REPORTING-AS-A-SERVICE
REFERRAL PROGRAM RP ADDENDUM TO MSA**

Esusu and Client hereby agree to supplement the Master Services Agreement (“**MSA**”) with this Rent Reporting-as-a-Service Referral Program RP Addendum (the “**RAAS Referral Program RP Addendum**”) containing the following terms and conditions related to the Services (as defined below), which shall be incorporated into the MSA and applicable Order by reference. Any capitalized terms used herein but not defined shall have the meanings given to them in the MSA. In the event of any conflict or inconsistency between the MSA and this RAAS Referral Program RP Addendum, this RAAS Referral Program RP Addendum shall control solely as it relates to the Services described in this RAAS Referral Program RP Addendum.

- A. Client offers, among other things, a platform and/or service available to consumers in the United States, through one or more website(s) web application(s), and/or mobile application(s) (the “**Client Platform**”);
- B. Esusu operates the leading financial technology platform and service that enables renters living in residential buildings located in the United States to report on-time rental payment data to credit bureaus to help build and establish their credit profiles and provides other services focused on financial support and well-being (the “**Esusu Service**”); and
- C. Client wishes to provide Client Users (as defined below) with access to the Esusu Service via the Client Platform.

Therefore, the Parties hereby agree as follows:

1. Definitions. In addition to the defined terms set forth in the MSA, the following terms shall have the following meanings when used herein:
 - a. “**Bureaus**” means those national consumer reporting agencies who accept rental payment data from Esusu (currently Equifax, Experian, and TransUnion).
 - b. “**Client Link**” means any commercially reasonable means or method provided by Esusu to Client which is used to refer and track the referral of Client Users to Esusu, such as a referral code to be provided to Client Users or a customized URL for use on the Client Platform.
 - c. “**Client Marketing Fee**” means the amount, if any, set forth in an Order that Esusu has agreed to pay to Client for each newly referred Client User that becomes a Qualifying User during each calendar month during the Term.
 - d. “**Client User**” means Client’s customers, clients, or users that use the Client Platform.
 - e. “**Client User Data**” means any data about Client Users provided by Client or directly by Client Users to Esusu in connection with the Esusu Service, including but not limited to rental payment data, user identification data, and other information reasonably necessary to provide the Esusu Service.
 - f. “**Launch Date**” means the date following the Effective Date that the Parties mutually agree to make the Client Link available on the Client Platform.
 - g. “**Privacy Laws**” means Applicable Laws pertaining to data privacy or data protection, such as, to the extent applicable to such Party, the U.S. state consumer privacy laws.
 - h. “**Qualifying User**” means a Client User that opts in to the Services, agrees to Esusu’s terms and conditions, resides in the Territory, and satisfies Esusu’s generally applicable enrollment criteria as the same may exist from time to time.
 - i. “**Qualifying User Fees**” means amounts payable to Esusu by a Qualifying User in

- accordance with Esusu's terms and conditions.
- j. "**Services**" as used herein shall mean those services to be provided by Esusu to Client as set forth in Section 2 of this RAAS Referral Program RP Addendum.
 - k. "**Territory**" means the United States and the United States territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

2. Obligations of Esusu. Esusu shall:

- a. Provide to Client an Esusu logo, marketing content including a description of the Esusu Service, the Client Link, and if applicable and set forth in an Order, a discount code or coupon for use by each Qualifying User.
- b. Provide the Esusu Service to all Qualifying Users that are referred to Esusu via the Client Link in accordance with Esusu's standard terms and conditions. Client acknowledges that Esusu reserves the right to suspend or terminate any Qualifying User's access to the Esusu Service under the circumstances described in Esusu's terms and conditions.
- c. If applicable and set forth in an Order, calculate the aggregate monthly Client Marketing Fees and pay such amount to Client on a monthly basis in arrears. Esusu's obligation to pay a Client Marketing Fee for any Qualifying User is conditioned upon Esusu's actual receipt of Qualifying User Fees from such Qualifying User. No Client Marketing Fee shall be owed with respect to any Qualifying User if such Qualifying User Fees are refunded, charged back, reversed, or otherwise not collected.
- d. Provide access to mutually agreed-upon reporting which includes, at a minimum, the number of Qualifying Users enrolled in the Esusu Service during a given period.
- e. Obtain, and at all times during the Term maintain, all necessary licenses and consents and comply with all Applicable Laws in connection with the performance of the Esusu Service.

3. Obligations of Client. Client shall:

- a. Effective upon the Launch Date, include Esusu's name and logo, the Client Link, and the description of the Esusu Service in the Client Platform.
- b. Use commercially reasonable efforts in good faith throughout the Term to promote the availability of the Esusu Service to Client Users (i) in marketing communications to the Client Users, such as in-app messaging, emails, social media posts, newsletters, and blog posts, and (ii) in other promotional materials and promotional opportunities that may be agreed to between Client and Esusu from time to time. Client represents and warrants that the description of the Esusu Service and any such promotional materials used shall be either (A) substantially as provided by Esusu or, (B) to the extent changed or supplemented by Client, consistent with Esusu's guidelines, accurate, and compliant with Applicable Law.
- c. Only make the Esusu Service available to Client Users in the Territory for the purposes provided herein.
- d. Promptly (i) respond to any requests from Esusu for instructions, information, data, or

approvals reasonably required by Esusu to provide the Esusu Service and to investigate and resolve any disputes regarding the accuracy or completeness of rental data reported to any Bureau in compliance with Applicable Law, and (ii) assist in replying to any compliance audits requested by the Bureaus or other regulatory inquiries as required by Applicable Law. Client understands that responses to such inquiries are time sensitive.

- e. Obtain, and at all times during the Term maintain, all necessary licenses and consents and comply with all Applicable Laws in connection with the performance of its obligations under the Agreement.
4. Client User Data. The Parties agree that Client User Data may be provided directly by Client or collected by Esusu. Before providing any Client User Data to Esusu, Client represents, warrants and covenants that it shall provide all notices and obtains all consents required under Applicable Law to share such Client User Data with Esusu and enable Esusu to collect, use, and share Client User Data in accordance with this Agreement and Esusu's privacy policy. Before collecting any Client User Data directly, Esusu represents, warrants and covenants that it shall provide all notices and obtain all consents required under Applicable Law to enable Esusu to collect, use, and share such Client User Data in accordance with this Agreement and Esusu's privacy policy. In either case, since Esusu will be developing an independent, direct relationship with Client Users, and determining the "purposes and means" of processing Client User Data in connection with the Esusu Service, Esusu is acting as a "controller" (as such terms or similar terms are defined under Privacy Laws) of such Client User Data and Section 7.4 of the MSA and the DPA referenced therein shall not apply to the Services described in this RAAS Referral Program RP Addendum.