

RENT REPORTING-AS-A-SERVICE EMBEDDED SOLUTION ADDENDUM

Esusu and Client hereby agree to supplement the Master Services Agreement (“**MSA**”) with this Rent Reporting-As-A-Service Embedded Solution Addendum (the “**RAAS Embedded Solution 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 Embedded Solution Addendum, this RAAS Embedded Solution Addendum shall control solely as it relates to the Services (as defined below).

A. WHEREAS, 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 (the “**Esusu Service**”);

B. WHEREAS, Esusu provides the Embedded Solution (as defined below) for integration of the Esusu Module (as defined below) into third-party applications or platforms, through which it provides the Esusu Service to the users of such third-party applications or platforms;

C. WHEREAS, Client operates one or more applications or platforms identified in an Order (the “**Client App**”) and desires to provide access to the Esusu Service to users of the Client App by integrating the Esusu Module into the Client App; and

D. WHEREAS, Esusu desires to authorize Client to integrate the Esusu Module into the Client App and to provide the Esusu Service to Qualifying Users (as defined below) upon the terms and subject to the conditions set forth in the Agreement.

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. “**Business Day**” means any day other than a Saturday, Sunday, or other day on which commercial banks in New York City are authorized or required by law to close.
- c. “**Client Marketing Fee**” means the amount, if any, which Esusu has agreed to pay to Client set forth in an Order.
- d. “**Client Fees**” means amounts payable to Esusu by Client hereunder, as initially set forth in an Order.
- e. “**Client User**” means Client’s customers, clients, or users that use the Client App.
- f. “**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.

- g. **“Embedded Solution”** means the software, APIs, SDKs, and related tools provided by Esusu to enable integration of the Esusu Module into the Client App.
- h. **“Esusu Module”** means the Esusu-hosted web pages and interfaces that are embedded into the Client App and through which the Esusu Service is provided to Qualifying Users.
- i. **“Fees”** means Client Fees or Qualifying User Fees, as the case may be, in each case for the provision of the Services by Esusu.
- j. **“Launch Date”** means the date following the Effective Date that the Parties mutually agree to make the Esusu Module available in the Client App.
- k. **“Monthly Minimum”** means the minimum number of Qualifying Users that Client commits to pay for for each month during the Term, regardless of the actual number of Qualifying Users, as specified in the applicable Order.
- l. **“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.
- m. **“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.
- n. **“Qualifying User Data”** means the Client User Data of Qualifying Users.
- o. **“Qualifying User Fees”** means amounts payable to Esusu by Qualifying Users for the Esusu Service.
- p. **“Services”** as used herein shall mean those services to be provided by Esusu to Client as set forth in Section 2 of this RAAS Embedded Solution Addendum.
- q. **“Support Hours”** means 9 a.m. through 5 p.m., EST, Monday through Friday, on each Business Day.
- r. **“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:

2.1 Subject to Section 4, provide Client with access to the Embedded Solution, including technical documentation and support, to enable Client to integrate the Esusu Module into the Client App. Client will be responsible for completing the integration in accordance with Esusu’s technical requirements.

2.2 Provide the Esusu Service to Qualifying Users through the Esusu Module 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.

2.3 Where Client has agreed in an Order to pay Client Fees:

(a) Provide Client with a discount code or coupon for use by each Qualifying User to receive the Services without having to pay Qualifying User Fees.

(b) Calculate the Client Fees based upon the applicable Order and provide an invoice to Client in accordance with the MSA.

2.4 Where Client has elected to have Qualifying Users pay Qualifying User Fees:

(a) Use commercially reasonable efforts to collect such Qualifying User Fees from each Qualifying User in accordance with Esusu's terms and conditions.

(b) Calculate the aggregate monthly Client Marketing Fee, if applicable, and pay such amount on a monthly basis in arrears. Esusu's obligation to pay Client Marketing Fees is limited to funds actually received by Esusu from Qualifying Users and not subsequently refunded, and no Client Marketing Fees shall be owed on any amounts that are charged back, reversed, or otherwise not collected.

2.5 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.

2.6 Provide 24/7 customer support to Qualifying Users via chat functionality as well as via telephone during Support Hours.

2.7 Use commercially reasonable efforts to make the Esusu Module available with a Monthly Uptime Percentage of at least 99% during any calendar month of the Term. Monthly Uptime Percentage is calculated by subtracting from 100% the percentage of minutes during the calendar month in which the Esusu Module was unavailable. Monthly Uptime Percentage measurements exclude downtime resulting from scheduled maintenance, emergency maintenance, or any unavailability, suspension, or termination of the Services, or any other performance issues that: (a) result from a suspension or remedial action, as described in the Agreement; (b) are caused by any Force Majeure Event; (c) result from Client's equipment, software, or other technology; (d) result from Client's or any third party's (excluding Esusu's direct subcontractors) acts or omissions; (e) result from Client's failure to adhere to any required configurations or supported platforms for accessing the Esusu Module; (f) result from Client's use of the Esusu Service after Esusu advised Client to modify its use of the Esusu Service, if Client did not modify its use as advised; (g) are caused by Client's suspension or termination of Client's right to use the Services in accordance with the Agreement; (h) result from increased usage of the Esusu Module during peak periods that exceed the Esusu Module's designed capacity; (i) result from scheduled upgrades or implementation of new functionality; or (j) are attributable to the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to Esusu's network by means of Client's passwords or equipment.

2.8 Obtain, and at all times during the Term maintain, all necessary licenses and consents and comply with Applicable Law in connection with the performance of the Services.

3. **Obligations of Client.** Client shall:

3.1 Where Client has agreed in an Order to pay Client Fees, pay all invoiced Client

Fees in accordance with the MSA.

3.2 Only make the Esusu Service available to Client Users in the Territory for the purposes provided herein.

3.3 Maintain its equipment, software, systems, and integrations (including the Client App and any connection to the Embedded Solution) in good working order and in conformance with Esusu's technical documentation. Upon becoming aware of any Client-side issue affecting or reasonably likely to affect the availability or performance of the Esusu Module, Client shall notify Esusu promptly, but in any event within twenty-four (24) hours, and use commercially reasonable efforts to remediate such issue as promptly as practicable, including by cooperating with Esusu's diagnostic and troubleshooting efforts and providing reasonable access to Client's relevant systems, logs, and technical personnel. If Client fails to remediate a Client-side issue within seventy-two (72) hours after notice from Esusu identifying such issue, Esusu may suspend the affected Services without liability until the issue is resolved to Esusu's reasonable satisfaction. Any period during which the Esusu Module is unavailable due to a Client-side issue shall not reduce or suspend Client's obligation to pay Fees, including any applicable Monthly Minimum.

3.4 Use commercially reasonable efforts in good faith throughout the Term to advertise the availability of the Esusu Service to the Client Users, such as (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 any such advertising/marketing materials used shall be either (x) in form and substance substantially as provided by Esusu or, (y) to the extent changed or supplemented by Client, consistent with Esusu's guidelines and accurate and compliant with Applicable Law.

3.5 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.

3.6 Obtain, and at all times during the Term maintain, all necessary licenses and consents and comply with Applicable Law in connection with the performance of its obligations under the Agreement.

4. **License Grant and Restrictions.** The Parties agree that:

4.1 Subject to Client's compliance with the terms and conditions of this Agreement, Esusu hereby agrees that during the Term, Client has and is granted the non-exclusive right and license to: (i) internally use the Embedded Solution solely as necessary to

make the Client App interoperate with the Esusu Module, (ii) make the Esusu Service available to Client Users only through the Esusu Module in the Client App, and (iii) use the data provided via the Esusu Service (the “**Output**”) solely in the Client App or for Client’s internal business purposes. For the avoidance of doubt, as used in this Section 4 the Esusu Service includes but is not limited to the Esusu Module and the Embedded Solution and any other software, products, works, and other Intellectual Property Rights created, used, or provided by Esusu for the purposes of this RAAS Embedded Solution Addendum. All use of the Esusu Service and Output must be only as provided herein and only in accordance with Esusu’s applicable user documentation (and all other Esusu-provided written instructions).

4.2 Client shall implement and maintain appropriate technical, organizational, and physical safeguards to protect the security, confidentiality, and integrity of the Embedded Solution, including all API keys, authentication credentials, tokens, and access codes. Client shall not share, distribute, or otherwise disclose any component of the Embedded Solution to any third party without Esusu's prior written consent. Client shall promptly notify Esusu of any actual or suspected unauthorized access to or use of the Embedded Solution.

4.3 Unless Esusu specifically agrees in writing, Client will not, and will use commercially reasonable efforts to make sure a third party does not: (i) attempt to reverse engineer (except as permitted by law), decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Esusu Service; (ii) modify, translate, or create derivative works based on the Esusu Service; (iii) make the Esusu Service or Output available to, or use the Esusu Service or Output for the benefit of anyone other than, Client or Client Users; (iv) sell, resell, license, sublicense, distribute, rent, or lease the Esusu Service or the Output to any third party or include the Esusu Service or the Output in a service bureau, time-sharing, or equivalent offering or (v) attempt to create a substitute or similar service through use of, or access to, the Esusu Service or the Output. Client will use the Esusu Service and the Output only in compliance with (i) the rights granted hereunder, (ii) any agreements between Client and Client Users, and (iii) all Applicable Laws. Without limiting the foregoing, Client acknowledges that the Output is not a “consumer report” as that term is defined in the Fair Credit Reporting Act (FCRA) and cannot be used as or in such. Client agrees that it will not, and will use commercially reasonable efforts to make sure no third party will, use the Esusu Service or the Output as, or as part of, a “consumer report” or otherwise use the Esusu Service or the Output such that the Esusu Service or the Output would be deemed “consumer reports” under the FCRA.

4.4 Except for the rights expressly granted under this Section 4, Esusu reserves and retains all right, title, and interest in and to the Esusu Service and the Output. Any other usage rights or license thereto granted to Client hereunder shall terminate upon the termination of this Agreement. To the extent the Client provides Esusu with any feedback relating to the Esusu Service (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results (“**Feedback**”)), Esusu will own all right, title and interest in and to such Feedback but, for the avoidance of doubt, excluding Client Confidential Information therein (and the Client hereby makes all

assignments necessary to achieve such ownership).

5. Client User Data; Miscellaneous. Client User Data may be provided directly by Client or collected by Esusu. 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. The Parties agree that:

5.1 To the extent that Client User Data is provided to Esusu directly by Client:

- (a) Client shall provide Esusu with Client User Data that is reasonably necessary for Esusu to provide the Esusu Service. Client authorizes Esusu to use such Client User Data in accordance with Esusu’s privacy policy, including for purposes of furnishing Qualifying User Data, including Qualifying Users’ positive rental payment history, to the Bureaus.
- (b) 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 Esusu’s privacy policy.
- (c) Client will not (i) make representations or other statements with respect to Client User Data that are contrary to or otherwise inconsistent with Esusu’s privacy policy or (ii) interfere with any independent efforts by Esusu to provide Client User notice or obtain Client User consent.
- (d) If in the ordinary course of its business Client performs Know Your Customer (“KYC”) verification procedures and Identity Provider (“IDP”) verification on its Client Users, Client (i) represents and warrants that each Client User has successfully completed all required KYC verification procedures and Identity IDP verification in accordance with Applicable Law, which may include, but shall not be limited to, verification of identity, address, and other information as required under the Bank Secrecy Act, USA PATRIOT Act, and other applicable federal and state regulations, (ii) ensures that all Client Users undergo IDP verification through a secure, industry-standard identity verification service to authenticate user identities beyond standard KYC procedures, and (iii) shall promptly update Esusu with any information that changes after the initial verification process.

5.2 To the extent that Client User Data is provided to Esusu by Client Users:

- (a) Esusu may collect Client User Data from Client Users that is reasonably necessary to provide the Esusu Service.
- (b) 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 Esusu's privacy policy.

5.3 At all times during the Term each Party shall maintain at least the following insurance: (i) Commercial General Liability (\$1,000,000 occurrence / \$2,000,000 aggregate); and (ii) E&O / Cyber (\$5,000,000 per occurrence / \$5,000,000 aggregate).