

# FINASTRA

## SavvyMoney Customer Terms

### 1. COMPLIANCE WITH LAW

Customer shall comply with all applicable law (including all applicable export laws, rules and regulations of the United States) in Customer's use of the SavvyMoney Services and in Customer's making available the SavvyMoney Services to Users. Customer will not import or export any SavvyMoney Services in violation of any applicable law.

### 2. LICENSES TO SAVVYMONEY

Customer hereby grants to Finastra and SavvyMoney a worldwide, non-exclusive, royalty-free, fully paid up, sublicenseable right and license, during the term of Customer's agreement with Finastra, to:

- (a) use, reproduce and display Customer trademarks, service marks, logos and other branding ("Customer Branding") in connection with Finastra and SavvyMoney's provision of the SavvyMoney Services, including without limitation within the Co-Branded Website. The foregoing license includes the right to make modifications to size, format or other aspects of the Customer Branding solely as necessary to incorporate or include such Customer Branding within the SavvyMoney Services and the Co-Branded Website; Configure the Fusion Phoenix Core System to be similar to how Software and Services are set up and function today.
- (b) use, reproduce and modify any content provided by Customer to appear within the Co-Branded Website and display such content within the Co-Branded Website; and
- (c) establish and maintain one or more links from the Co-Branded Website to Customer's website(s).

### 3. SINGLE SIGN-ON PROVISIONS

Customer wishes to implement a single sign-on functionality ("SSO") whereby Users of the Customer Site or Customer App, after having initially registered with SavvyMoney via the Co-Branded Website, will thereafter have access to some (but not all) of the SavvyMoney Services after signing on to the Customer Site or Customer App, without having to separately sign-on through their login credentials at the Co-Branded Website. Customer agrees as follows:

- 3.1. Customer will (and will require its authorization partner, if any, to) cooperate with SavvyMoney in the implementation of the SSO. Customer will be responsible for any costs incurred by it in implementing the SSO.
- 3.2. Customer will provide to SavvyMoney any and all User data and other information reasonably required by SavvyMoney to permit Users to access the SavvyMoney Services through the Co-Branded Website and Customer App via SSO. Such User data includes, without limitation: name, user name (or user ID number), home address (at which such User currently resides), date of birth, social security number, email address and phone number.
- 3.3. Customer agrees that Users may continue to access the SavvyMoney Services directly through the Co-Branded Website, even if SSO has been implemented in the Customer Site.

### 4. RIGHT TO PROVIDE USER DATA

Customer represents and warrants that it has obtained all requisite permissions and consents from Users in compliance with applicable law and Customer's stated privacy policy in order to provide User data to Finastra and SavvyMoney.

### 5. DISCLAIMERS AND LIMITATIONS AND LIABILITY

Customer acknowledges that SavvyMoney disclaims any and warranties of any kind, express, implied, statutory or otherwise, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement, freedom from computer viruses and all warranties arising from a course of dealing course of performance or usage of trade. Customer agrees that SavvyMoney shall have no obligation or liability directly to Customer.

### 6. THIRD PARTY BENEFICIARY

Customer Agrees that SavvyMoney is the intended direct third party beneficiary of these Customer Terms, and that SavvyMoney shall have the right to enforce these Customer Terms directly against Customer and seek damages and remedies directly from Customer for any breach by Customer of these Customer Terms.

### 7. OFFERS MADE AVAILABLE BY CUSTOMER; FOLLOW UP

7.1. Offers. As part of the SavvyMoney Services, Customer may (but is not required to) enable the offer engine which displays Offers to Users through the SavvyMoney Services, based on credit score and/or other criteria determined by Customer in its sole discretion. "Offer" means a financial offer, such as an offer to obtain a new or refinanced car loan, credit card, personal loan, mortgage or other type of financing. Offers may be made for the type of products and services of Customer which are supported by SavvyMoney and may be posted within the Branded Website. If Customer has enabled the offer engine, then for each Offer made through the Branded Website, Customer will provide the information and criteria below, which may be provided via a link to a page within the Customer Site(s) that contains such information. Customer represents and warrants that all criteria used in establishing Offers and evaluating Users to determine their qualifications for Offers shall comply with applicable law.

- Product/ Service information: type of product, applicable APRs,
- Credit Score or range of Credit Score for each lending product
- Applicable credit or demographic eligibility criteria
- Transition links from product recommendation on SavvyMoney website to Finastra website
- Applicable disclaimers or disclosures, if required

- 7.2. **User Offer Data.** For each User who (a) has indicated (either by filling out and/or transmitting an application in response to an Offer, by affirmatively indicating that he/she is interested in obtaining additional information about an Offer, or by affirmatively taking any such other action in response to an Offer) that he/she would like to be contacted about an Offer for which he/she appears to qualify, or (b) has otherwise granted unrevoked permission to SavvyMoney to provide personal information about such User to Customer relating to Offers, SavvyMoney will provide the following contact information (to the extent SavvyMoney has such information) to Customer: specified offer, name, username (or member ID number), home address (at which such User currently resides), email address, phone number and any other mutually agreed information about such User ("User Offer Data"). User Offer Data may be transmitted by SavvyMoney either (i) immediately through a loan origination services provider and/or (ii) via a file which is transmitted to Customer on a daily/weekly/monthly basis, as agreed by the parties. SavvyMoney shall not be required, and shall not, provide the financial account numbers or other financial information about such Users to Customer. SavvyMoney may, but is not required to, provide the credit score displayed to Users to Customer. Customer may use such credit score obtained directly from SavvyMoney solely to reconcile such credit score against the credit score provided in such User's full credit report. Additionally, SavvyMoney does not and cannot guarantee that Users who appear to be qualified for Offers made available by Customer (based on information obtained by SavvyMoney from Customer, Users, credit bureaus or other third parties) do in fact qualify or will in fact be approved for such Offers after having formally applied with Customer for such Offers. Customer hereby agrees that it shall use the User Offer Data solely for purposes of communicating with Users about the specified Offer, that it shall not further disclose or distribute such User Offer Data, and that it shall not contact any Users who have subsequently requested not to be contacted by checking all User Offer Data against the most recent scrub list prior to communications to such Users.
- 7.3. **User Follow Up Data.** For each User who has affirmatively indicated that he/she would like to be contacted by Customer regarding such User's income, expenses and/or spending or about programs or promotions offered by Finastra, SavvyMoney will provide the following contact information (to the extent SavvyMoney has such information) to Customer: name, item about which the User wishes to be contacted, username (or member ID number), home address (at which such User currently resides), email address, phone number and any other mutually agreed information about such User ("User Follow Up Data"). SavvyMoney shall not be required, and shall not, provide the credit score, financial account numbers or other financial information about such Users to Customer. Customer hereby agrees that it shall use the User Follow Up Data solely for purposes of communicating with the User about the specific issue for which the User requested to be contacted, that it shall not further disclose or distribute such User Follow Up Data, and that it shall not contact any Users who have subsequently requested not to be contacted by checking all User Follow Up Data against the most recent scrub list prior to communications to such Users.
- 7.4. **Use of User Credit Score.** Customer agrees that it may not use Users' credit scores provided to Customer through an API or otherwise (or any implied credit data of such Users) for the purpose of extending any credit approval to Users. For purposes of clarity, Customer may use Users' credit scores and other information obtained from Users' credit reports to Prequalify such Users. As used herein, "Prequalify" means identifying Users who appear to qualify for Offers based on soft inquiries of such Users' credit reports, provided that final credit approval will be subject to Customer's underwriting requirements and a hard inquiry of such Users' credit reports.

## 8. COOPERATION

Customer acknowledges that Customer's timely provision of (and SavvyMoney's access to) assistance, cooperation, and complete and accurate information and data from Customer's officers, agents and employees as is reasonably requested by SavvyMoney and Finastra (collectively, "Cooperation") is essential to the performance of the SavvyMoney Services, and that Finastra and SavvyMoney will not be liable for any deficiency, delay or failure in performing the SavvyMoney Services if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation includes, but is not limited to, designating a project manager to interface with SavvyMoney during the course of SavvyMoney's performance of the SavvyMoney Services, and providing all necessary review and feedback if requested by SavvyMoney. SavvyMoney and Finastra shall have the unrestricted right use or incorporate into the SavvyMoney Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer and/or Users, without any obligation or liability to Customers and/or Users. Customers and Users shall have no obligation to provide any such suggestions, enhancement requests, recommendations or other feedback to SavvyMoney.

## 9. ANALYTICS

- 9.1. **Analytics Data.** "Analytics Data" means any data provided by SavvyMoney as part of the Analytics services portion of the SavvyMoney Services and includes User Offer Data and User Follow Up Data. Customer agrees that with respect to Analytics Data, in addition to the requirements in Section 7.1: (a) Customer may use Analytics Data for the sole purpose of marketing and following up on Offer(s) made to Users; (b) Customer may not use Analytics Data (or any implied credit data of such Users) for the purpose of extending credit approval to Users, but may use the data obtained from a hard inquiry of a User's credit report, based on Customer's underwriting requirements, to determine whether to extend credit approval to a User; (c) Customer may use the Analytics Data for only a period of thirty (30) days after the date on which the Analytics Data was generated (thereafter, new Analytics Data may be used, but the Analytics Data which is older than thirty (30) days from the date it was generated may not be used, even if combined with other data); and (d) Analytics Data may no longer be used by Customer for an individual who ceases to be an User of Customer.
- 9.2. **Access to Data; Analytics Portal.** SavvyMoney will make available Analytics Data on its Analytics services portal ("Analytics Portal") provided by SavvyMoney as part of the Analytics services. Customer agrees that access to the Analytics Portal will be given solely to current employees of Customer who will be assigned unique usernames and passwords ("Login Credentials") by SavvyMoney. If Customer wishes to provide access to the Analytics Portal to a contractor or any other third party, Customer must obtain SavvyMoney's prior written consent and a separate Login Credential for each such approved third party ("Approved Third Party"). Customer will be fully responsible and liable for all storage, use and disclosure of all the Analytics Data (by Customer, its authorized employees and Approved Third Parties) and agrees to manage and, where appropriate, revoke access to the Analytics Data from such employees and Approved Third Parties. Customer will be responsible for maintaining the confidentiality of all such Login Credentials and agrees not to (and to require such employees and Approved Third Parties) who are provided with unique Login Credentials not to) transfer, share, disclose or resell such Login Credentials to any third party. Customer will immediately notify SavvyMoney of any unauthorized use of any of any of such Login Credentials, unauthorized access to the Analytics Portal through its account, or any other breach of security related to its account or the Analytics Portal. Customer will be liable and responsible (and SavvyMoney will not be liable) for any loss or damage arising from Customer's failure to comply with any of the foregoing obligations.

## **10. USER AUTHENTICATION**

Customer shall authenticate the identity of Users who are provided access to the SavvyMoney Services Customer agrees as follows: (a) Customer represents and warrants that it is a regulated financial institution and that the protocol used by Customer to verify the identities of Users ("Authentication Protocol") has been accepted or permitted by its regulators and is in compliance with applicable law; (b) within ten (10) business days after request of SavvyMoney, Customer will provide written verification of Customer's Authentication Protocol; (c) Customer will comply with any current and future additional requirements of SavvyMoney's credit bureaus pertaining to Customer's authentication of Users; and (d) SavvyMoney may reasonably discontinue Customer's authentication of Users by written notice to Customer and/or Finastra. Customer will indemnify and hold harmless SavvyMoney from and against any claims, expenses, costs and liabilities arising from Customer's breach of this Section 10. Upon Customer's request, SavvyMoney may authenticate Users for purposes of accessing the SavvyMoney Services.

## **11. REQUIREMENTS APPLICABLE TO FIXED FEE ARRANGEMENTS**

If Customer has elected to purchase the SavvyMoney Services for a fixed price or fixed fee, Customer will promptly notify Finastra and SavvyMoney in the event of a merger involving Customer, sale of substantially all of Customer's stock or assets, the acquisition by Customer of the stock or assets of third party, or similar transaction. Customer will certify the updated number of online banking users, if any, resulting therefrom and acknowledges that any updated number of online banking users may result in the recalculation of such fixed price or fixed fee.

## **12. AGGREGATED DATA**

Customer agrees that during and after the term of the Customer Agreement, SavvyMoney shall have the right to use Aggregated Data for SavvyMoney's internal business purposes (such as improvement, enhancement, diagnostic, forecasting, planning and corrective purposes and to further develop the SavvyMoney Services) and to disclose Aggregated Data in SavvyMoney's public statements and marketing materials describing and/or promoting the SavvyMoney Services. "Aggregated Data" means any data or information (including data and information derived from Personal Data) that: (a) has been anonymized, (b) does not identify an individual and cannot be used to identify an individual, and (c) is not attributable to Finastra, a Customer or a User. Aggregated Data may be combined with other data.

## **13. UPDATES TO THESE TERMS AND CONDITIONS**

Customer acknowledges and agrees that SavvyMoney may make changes to these Customer Terms ("Changes") from time to time, by written notice by SavvyMoney or Finastra to Customer, which modified terms will become effective upon the stated effective date of such notice to Customer. SavvyMoney will generally provide at least thirty (30) days' prior written notice of such Changes to Customer; provided, that if such Changes are required or necessitated by changes in laws or regulations or by the credit bureaus from whom SavvyMoney obtains information that is included within the SavvyMoney Services, then SavvyMoney will provide written notice of such required Changes as soon as reasonably practicable but such notice may be given less than thirty (30) days prior to the effective date of such Changes. If Customer, acting reasonably, objects to such Changes, and SavvyMoney does not waive compliance with such Changes, then Customer and Finastra shall each have the right to terminate the SavvyMoney Services at any time up to the effective date of the Changes, without penalty or any other termination fees.

## **14. SAVVYMONEY'S RIGHT TO TERMINATE**

Customer understands that SavvyMoney shall have the right to terminate the SavvyMoney Services, upon one hundred eighty (180) days prior written notice to Customer in the event that, notwithstanding SavvyMoney's commercially reasonable good faith efforts, SavvyMoney is not able to renew the term of its existing agreement(s) with at least one credit bureau on commercially reasonable terms, without having to pay Customer any termination fees or wind-down costs or credit any fees to Customer as a result of such termination.