**TAVANT TECHNOLOGIES, INC.  
FINDECISION PLATFORM SERVICES AGREEMENT**

This FinDecision Platform Services Agreement (“**Agreement**”) is made and entered into as of 10th December, 2020 (“**Effective Date**”), by and between Tavant Technologies, Inc. a Washington corporation, having its principal place of business at 3965 Freedom Circle, Suite 750, Santa Clara, CA 95054 (“**Tavant**”), and Loan Monkey, INC a California having its principal place of business at [Client Address] (“**Customer**”), each a “**Party**” and collectively the “**Parties**”.

**RECITALS**

1. Tavant provides its Platform Services (as defined below), which are accessed and used by Tavant’s customers.
2. Customer desires to access and use the Platform Services, and Tavant is willing to permit Customer to access and use the Platform Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

# **DEFINITIONS**

## “**Acceptance Date**” means the date upon which Customer acknowledges in writing that Platform Services or deliverables contained in a Statement of Work, a.k.a. “SOW” and described by Tavant have been reviewed, tested, and approved by Customer and deemed to materially conform to the agreed upon technical and functional requirements and specifications.

## “**Authorized User**” means an employee, contractor, agent or enrollee of Customer that has

#### been assigned a unique username-password combination to access and use the Platform Services, and

#### registered online to access and use the Platform Services.

## “**Customer Data**” means all data and information input or submitted by Customer or Authorized Users into Platform Services including without limitation, any personally identifiable information, financial information and any other information of the Customer’s end users or borrowers entered into by or on behalf of the Customer.

## “**Customer Materials**” means collectively, Customer Data, and any other information and materials provided by Customer to Tavant under this Agreement, including, but not limited to, any data, information, specifications, or materials specifically identified in an Order Schedule or an SOW.

## “**Fees**” means the fees for the Platform Services, Professional Services (if any), and any other fees described in the relevant Order Schedule.

## “**Intellectual Property Rights**” means any intellectual property in any jurisdiction throughout the world, including any

#### trademarks, service marks, Internet domain names, logos, trade dress, trade names, and any other indicia of source, and all goodwill associated therewith and symbolized thereby;

#### patents, patent applications and patent disclosures, and inventions and discoveries (whether patentable or not);

#### processes, technologies, trade secrets, and know-how;

#### copyrights and copyrightable works, moral rights, and mask works;

#### software and software systems (including data, source code, object code, databases and related items such as documentation); and

#### registrations and applications for any of the foregoing.

## “**Order Schedule**” means an ordering document which specifies details about the Platform Services, Authorized Users, Fees and any other details relating to the Platform Services agreed to by the parties. The form of an Order Schedule is attached hereto as Exhibit A.

## “**Platform Services**” means the **FinDecision** software product provided by Tavant, as further described in Section 2.

## “**Professional Services**” means the professional services provided by Tavant, if applicable, under this Agreement as more particularly described in the SOWs attached hereto from time to time.

## “**SOW**” means a statement of work attached to the Agreement from time to time, substantially in the form attached hereto as Exhibit C, which details the Professional Services to be provided by Tavant hereunder.

## “**Service Level Agreement**” means the service level agreement set out in Exhibit B.

## “**Term**” means the term of this Agreement as defined in **Section 10.1**.

## **“Third-Party Reports”** means the data and reports provided by Freddie Mac, Fannie Mae and other automated underwriting systems (AUS) in accordance with requests by Customer, through the Platform Services.

## **“Third-Party Services”** means those Freddie Mac, Fannie Mae and AUS services, selected or requested by Customer via the functionality of the Platform Services, from which Customer wishes to receive Third-Party Reports.

# **PLATFORM SERVICES**

## Platform Services. Subject to Customer’s compliance with the terms and conditions of this Agreement, Customer and its Authorized Users may access and use the Platform Services solely for Customer’s internal business purposes in accordance with the applicable Order Schedule. Customer may access the Platform Services at any time by using Customer’s Platform Services account and Customer’s secure login credentials through a system to system integration. After the initial log in, Customer’s systems may select or request the Third-Party Services and the reports or data from such Third-Party Services that it seeks to obtain, via the Platform Services. Tavant will process such request on behalf of Customer and forward the Third-Party Reports provided by the relevant Third-Party Services via the functionality of the Platform Services. Customer and Authorized Users may access the administrative areas of the Platform Services at any time by logging into Customer’s Platform Services account using their secure login credentials.

## Restrictions. Customer will not (and will not allow or enable anyone else to) attempt to interfere with or disrupt the Platform Services or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Platform Services as contemplated herein). Customer will not allow access to or use of the Platform Services by anyone other than Authorized Users. Customer will not (and will not allow or enable anyone else to): (a) copy, modify or distribute any portion of the Platform Services; (b) rent, lease, or provide access to the Platform Services on a time-share or service bureau basis; (c) reverse engineer, decompile or disassemble any part of the Platform Services; or (d) transfer any of its rights hereunder.

## Acceptable Use Policies. Customer will not use the Platform Services in any way, or post, upload, publish, submit or transmit any Customer Data, that: (i) infringes, misappropriates or violates any of third-party’s Intellectual Property Rights, or rights of publicity, privacy or confidentiality; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; or (iii) is fraudulent, false, misleading or deceptive. Notwithstanding the above, Customer acknowledges and agrees that Tavant does not monitor or police communications, data or Customer Data transmitted through the Platform Services and that Tavant will not be responsible for the content of any such communications or transmissions. Customer and its Authorized Users will use the Platform Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer and its Authorized Users will not use the Platform Services to transmit any bulk unsolicited commercial communications. Customer will keep confidential and not disclose to any third parties, and will ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers and account profiles.

## Customer Data. Customer hereby grants to Tavant a revocable, non-exclusive, non-transferable, sublicensable, royalty-free license to copy, reproduce, format, distribute, publicly display, publicly perform, and use as necessary, the Customer Materials, only to the extent needed to perform its obligations under this Agreement; provided that, nothing in this Agreement will restrict or obstruct Tavant’s rights in and to the Aggregate Data in accordance with **Section 5.2** hereof. For clarification, the license granted in this **Section 2.4** is subject to confidentiality obligations and limitations contained in the Agreement; it being understood that access to Customer Materials to the Authorized Users for the provision of Services by Tavant as contemplated herein, does not violate any such confidentiality obligations.

## Limited Rights. Customer’s rights in the Platform Services will be limited to those expressly granted in this Agreement. Tavant reserves all rights and licenses in and to the Platform Services not expressly granted to Customer under this Agreement.

## Service Level Agreement. Tavant will perform the Platform Services in accordance with the Service Level Agreement.

## Professional Services. Subject to Customer’s compliance with the terms and conditions herein, including payment for the Professional Services (if any) pursuant to **Section 4.1** and the Order Schedule, Tavant will provide Customer the Professional Services in accordance with the relevant SOW and this Agreement.

# **CUSTOMER OBLIGATIONS**

## Cooperation and Assistance. As a condition to Tavant’s obligations hereunder, Customer and Authorized Users will at all times: (a) provide Tavant with reasonable good faith cooperation and assistance and make available such information, facilities, personnel, equipment and support as may be reasonably required by Tavant in order to provide the Platform Services, including, but not limited to, providing Customer Materials, security access, information, and software interfaces to Customer’s business applications; and (b) carry out in a timely manner all other Customer responsibilities set forth in this Agreement.

## Enforcement. Customer will take reasonable efforts to ensure that all Authorized Users comply with the terms and conditions of this Agreement, including, without limitation, with Customer’s obligations set forth in **Sections 2.2 and 2.3**. Customer will promptly notify Tavant of any suspected or alleged violation of the terms and conditions of this Agreement and will cooperate with Tavant with respect to: (a) investigation by Tavant of any suspected or alleged violation of this Agreement, and (b) any action by Tavant to enforce the terms and conditions of this Agreement. Tavant may suspend or terminate any Authorized User’s access to the Platform Services upon notice to Customer in the event that Tavant reasonably determines that such Authorized User has violated the terms and conditions of this Agreement. Customer will at all times be responsible for all actions taken under an Authorized User’s account, whether such action was taken by an Authorized User or by another party, and whether such action was authorized by an Authorized User. Customer will be liable for any violation of the terms and conditions of this Agreement by any Authorized User.

## Telecommunications and Internet Services. Customer acknowledges and agrees that Customer’s and its Authorized Users’ use of the Platform Services is dependent upon access to telecommunications and Internet services. Customer will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Platform Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Unless caused by Tavant’s willful or grossly negligent act or omission, Tavant will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

# **FEES AND TAXES**

## Fees and Payment. Customer will pay Tavant the undisputed Fees applicable, in accordance with the Order Schedule. Unless otherwise specified in an Order Schedule, all Fees and expenses will be due and payable in advance within thirty (30) days after the date of Tavant’s invoice therefor. Any payment due under this Agreement not received by Tavant within ten (10) days of the due date will incur interest at a rate of 1.5% per month, or the maximum rate allowed by law, whichever is lower.

## Taxes. All Fees payable under this Agreement are net amounts and are payable in full, in U.S. currency only, without deduction for taxes or duties of any kind. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer’s use of the Platform Services and any other services, if applicable, except for taxes based on Tavant’s net income. In the event that Tavant is required to collect any tax for which Customer is responsible, Customer will pay such tax directly to Tavant. If Customer pays any withholding taxes that are required to be paid under applicable law, Customer will furnish Tavant with written documentation of all such tax payments, including receipts.

# **OWNERSHIP**

## Tavant. As between Tavant and Customer, the Platform Services, and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of Tavant and/or its licensors.

## Customer. Tavant acknowledges that, as between Customer and Tavant, Customer and its licensors own all worldwide right, title and interest in and to all Customer Materials (including Customer Data) and the Third-Party Reports and Tavant will not obtain any ownership rights or interests in such data or reports. Notwithstanding the above, the parties agree that Tavant owns all rights in and to any aggregated, non-identifiable data that it develops or creates, that does not contain any NPPI (as defined in the Agreement), based upon the Customer Data and Third-Party Reports stored on its system (e.g. time of request from Customer, processing time by the Third-Party Service to produce the Third-Party Reports, etc.) (such information, “**Aggregate Data**”) and may use this Aggregate Data for any legal purpose not in conflict with this Agreement or the Agreement, including without limitation, data analytics purposes.

## Customizations and Non-Recurring Engineering Works. Notwithstanding anything to the contrary herein, as between Tavant and Customer, the Customer will own all right, title and interest in and to any deliverables under the Agreement or SOW that are developed by Tavant specifically and uniquely for Customer as part of provision of Professional Services, and are customizations and/or non-recurring engineering works based on any specifications provided by Customer and agreed upon by the Parties in an SOW (collectively, “**Customizations**”). Tavant hereby irrevocably assigns and agrees to transfer and assign all its right, title and interest in and to the Customizations to Customer. At Customer’s request during and after the Term, Tavant will assist and cooperate with Customer in all respects and will execute documents and take such further acts reasonably requested by Customer to enable Customer to perfect and enforce its Intellectual Property Rights in and to the Customizations in accordance with this **Section 5.3**.

## Freedom of Action. Nothing in this Agreement will be deemed to restrict or limit Tavant’s right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party; provided that Tavant does not use any of Customer’s Customizations for such work and complies with its obligations under the Agreement with respect to Customer Confidential Information.

# **REPRESENTATIONS AND WARRANTIES**

## Customer Representation and Warranties. Customer represents and warrants to Tavant that: (a) it has all rights, power and authority that are necessary for Customer’s collection, use and processing of the Customer Materials as contemplated by this Agreement; (b) to the best of Customer’s knowledge, Customer’s use and provision of Customer Materials to Tavant pursuant to this Agreement will not breach any agreement between Customer and any third-party or violate any applicable local, state or federal laws, regulations, orders or rules (including without limitation, applicable privacy laws) and (c) Customer has made all disclosures and secured all requisite consents required under the applicable laws from Customer’s clients and other individuals as applicable, necessary for Customer to provide the Customer Data to Tavant and for Tavant to use such Customer Data in connection with its provision of the Platform Services and any other services provided under this Agreement.

## No Warranty by Tavant. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE PLATFORM SERVICES, PROFESSIONAL SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TAVANT NOR ANY OF ITS SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, IN CONNECTION WITH THE PLATFORM SERVICES, PROFESSIONAL SERVICES. IT IS CUSTOMER’S RESPONSIBILITY TO EXERCISE DILIGENCE AND USE ITS JUDGMENT IN RELYING ON THE THIRD-PARTY REPORTS AND IN PARTICULAR FROM ACTIONS TAKEN OR NOT TAKEN AND CONCLUSIONS DRAWN AFTER REVIEW OF THE THIRD-PARTY REPORTS. WITHOUT LIMITING THE FOREGOING, TAVANT DISCLAIMS ANY WARRANTY THAT THE PLATFORM SERVICES, PROFESSIONAL SERVICES WILL BE ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED, OR THAT THE USE OF THE PLATFORM SERVICES, PROFESSIONAL SERVICES WILL BE UNINTERRUPTED. TAVANT AND ITS SUPPLIERS FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE PLATFORM SERVICES, PROFESSIONAL SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR AGAINST HIDDEN DEFECTS, TO THE FULLEST EXTENT PERMITTED BY LAW. TAVANT FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TAVANT OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY.

# **CONFIDENTIALITY**

## Definition. “**Confidential Information**” means any business or technical information disclosed by one Party to the other Party that: (i) if disclosed in writing, is marked “confidential” or “proprietary” at the time of disclosure; (ii) if disclosed orally, is identified as “confidential” or “proprietary” at the time of disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within thirty (30) days after any such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. The Software and Tavant Materials, and all Intellectual Property Rights embodied therein are Tavant’s Confidential Information, and the terms of this Agreement constitute Confidential Information of both Parties.

## Exclusions. The obligations and restrictions set forth in **Section 7.3** will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving Party; (ii) is rightfully known by the receiving Party at the time of disclosure; (iii) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information; or (iv) the receiving Party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing Party.

## Use and Nondisclosure. A receiving Party will not use the disclosing Party’s Confidential Information except as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement. Each receiving Party will protect the disclosing Party’s Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving Party ordinarily uses with respect to its own confidential information and in no event less than a reasonable standard of care. The provisions of this **Section 7.3** will remain in effect during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement; provided that, to the extent any Confidential Information constitutes a trade secret, the receiving Party’s obligations under **Section 6** will continue until such Confidential Information continues to remain a trade secret.

## Permitted Disclosures. The provisions of this **Section 7** will not restrict either Party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the Party required to make such a disclosure gives reasonable notice to the other Party to enable it to contest such order or requirement or limit the scope of such request. The Party responding to such an order or requirement will only disclose that information that is expressly required.

# **INDEMNIFICATION**

## Tavant Indemnity. Subject to **Section 8.4**, Tavant will defend, indemnify and hold Customer harmless from and against any damages, costs and expenses (including reasonable attorneys' fees and other professional fees) awarded against Customer in a final non-appealable judgment or that are agreed to in settlement, to the extent based on a third-party claim that the Software infringe any U.S. patent or copyright or misappropriates the trade secret of any third party.

## Customer Indemnity. Customer will defend, indemnify and hold Tavant harmless from and against any damages, costs and expenses (including reasonable attorneys' fees and other professional fees) awarded against Tavant in a final non-appealable judgment or that are agreed to in settlement to the extent based on a third-party claim that arises out of Customer’s breach of its representations and warranties under **Section 6.2** hereof.

## Procedure. The indemnifying Party is obligated to indemnify the indemnified Party provided that the indemnified Party: (a) promptly notifies indemnifying Party in writing of any such claim; (b) grants indemnifying Party sole control of the defense and settlement of the claim; and (c) provides indemnifying Party, at indemnifying Party’s expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. The indemnifying Party will not settle any claim that involves a remedy other than payment without the indemnified Party’s prior written consent, which may not be unreasonably withheld or delayed. The indemnified Party has the right to retain counsel, at its expense, to participate in the defense or settlement of any claim. The indemnifying Party will not be liable for any settlement or compromise that Customer enters into without the indemnifying Party’s prior written consent.

## Exclusions. Tavant's obligation to indemnify Customer pursuant to **Section 8.1**, will not apply to the extent any claim results from or is based on Customer’s use of the Software in a way that breaches this Agreement.

## Injunction. If Customer’s use of the Software is, or in Tavant’s opinion is likely to be, enjoined due to the type of claim specified in **Section 8.1**, then Tavant will at its sole option and expense: (i) replace or modify the Software to make it non-infringing and of equivalent functionality; (ii) procure for Customer the right to continue using the Software under the terms of this Agreement; or (iii) if Tavant is unable to accomplish either (i) or (ii) despite using its reasonable efforts, then Tavant may terminate Customer’s rights and Tavant’s obligation under this Agreement with respect to such Software and refund to Customer a pro-rata portion of the fee for the use of the Software for the time Customer is unable to use the Software, based on a three year term. ***-***

## Sole Remedy. THE FOREGOING PROVISIONS OF THIS **SECTION 8** SET FORTH TAVANT’S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND BY USE OF THE SOFTWARE.

# **LIMITATION OF LIABILITY.**

## EXCEPT FOR LIABILITY ARISING FROM A BREACH OF **SECTION 7** OF THE AGREEMENT (CONFIDENTIALITY) OR INDEMNIFICATION OBLIGATIONS UNDER **SECTION 8** OF THE AGREEMENT, IN NO EVENT WILL TAVANT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR the cost of procuring substitute products OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, OPERATION OR PERFORMANCE OF THE PLATFORM SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT TAVANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

## EXCEPT FOR LIABILITY ARISING FROM A BREACH OF **SECTION 7** OF THE AGREEMENT (CONFIDENTIALITY) OR INDEMNIFICATION OBLIGATIONS UNDER **SECTION 8** OF THE AGREEMENT, TAVANT’S TOTAL AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE TO TAVANT BY CUSTOMER UNDER THE APPLICABLE ORDER SCHEDULE FOR THE SPECIFIC PLATFORM SERVICES GIVING RISE TO A CLAIM FOR LIABILITY HEREUNDER, DURING THE TWELVE MONTHS PRECEDING THE CLAIM.

# **TERM AND TERMINATION**

## Agreement Term. Subject to earlier termination by either Party in accordance with the terms of this Agre**e**ment, the Agreement will commence on the Effective Date and continue for a period of three (3) years (the “**Initial Term**”) after which the Agreement will automatically renew for two-year periods, unless either Party provides a notice of non-renewal to the other Party at least sixty (60) days before the end of the then current term (“**Renewal Term**”). Initial Term and Renewal Terms are collectively referred to as the “**Term**”.

## Termination for Breach. Each Party will have the right to terminate this Agreement if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

## Termination for Convenience. Either Party may terminate this Agreement in writing, without any further cost or obligation (except for the Customer’s payment of the accrued applicable Fees as set forth in the Order Schedule), at any time for any reason or for no reason within six (6) months of the Effective Date by providing the other party at least ten (10) days prior written notice. In addition, at any time after the Initial Term, either Tavant or Customer may terminate this Platform Agreement by providing the other party at least thirty (30) days prior written notice thereof.

## Effect of Termination. Upon the expiration or termination of this Agreement: (i) all Platform Services, licenses and other services purchased by Customer will terminate; (ii) Tavant will provide transition services as agreed to in the Agreement subject to Customer’s payment of applicable fees and charges thereof; (iii) each Party will promptly destroy or return to the other Party all Confidential Information of the other Party in its possession or control; and (iv) Customer will pay Tavant within 30 days of the Acceptance Date of termination any amount towards the Platform Services or any other Fees, as applicable, due and payable until the Effective Date of termination of the Agreement. In addition, if Customer terminates this Agreement due to Tavant’s material breach of this Agreement, then Tavant shall refund to Customer within 30 days of such termination, any fees prepaid by Customer for Services that Customer has not received as of the termination date. Customer will pay Tavant for any and all Customizations (pre-approved by Customer in writing) developed by it, whether completed or work-in-progress, up to the date of termination of this Agreement; it being understood that Customizations ordered under an Order Schedule or SOW will be considered pre-approved by Customer. Tavant may destroy or otherwise dispose of any Customer Data in its possession unless Tavant receives, no later than one hundred and eighty (180) days after the effective date of the expiration or termination of this Agreement, a written request for the delivery to Customer or to a third-party service provider, of the then-most recent back-up of the Customer Data. Subject to Customer’s fulfillment of all obligations under this Agreement (including without limitation payment of all fees and expenses), Tavant will use all reasonable efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request. Customer will pay all reasonable expenses incurred by Tavant in returning Customer Data to Customer or a third-party service provider. Upon termination or expiration of this Agreement , Customer may transition to a third-party service provider which will provide services to Customer with respect to Customer Data within sixty (60) days from the effective date of termination or expiration, and Tavant will, subject to Customer’s payment of additional fees (equal to most recent fees paid under this Agreement) for such transition services and fulfillment of all obligations under this Agreement (including without limitation payment of all Fees), reasonably cooperate with Customer during such sixty (60) days period, at Customer’s expense, in such transition.

## Survival. The rights and obligations of Tavant and Customer contained in **Sections 1, 2, 4, 5, 6, 7, 8, 9 and 10** of this Agreementwill survive any expiration or termination of this Agreement or the Agreement.

**In Witness Whereof**, the parties have caused this Agreement to be signed as of the Effective Date by their duly authorized representatives.

|  |  |
| --- | --- |
| **CLIENT** | **TAVANT TECHNOLOGIES, INC.** |
| By: | By: |
| Name: | Name: |
| Title: | Title: |

**Exhibit A**

**ORDER SCHEDULE**

This Order Schedule is entered into as of \_\_\_\_\_\_\_\_, 20\_\_ , between Tavant Technologies, Inc. and the customer identified below:

Customer Name: **Loan Monkey**

Customer Address:

Contact Name: Ashwin Dayal

Contact phone:

Contact email:

**Platform Services**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Platform Services Description** | **Start Date** | **Number of Authorized Servers/Usage** | **Expiration Date** | **Suscription Fees** | **Payment Frequency** |
| FinDecision Platform Services | 10th December 2020 | Not Applicable | subject to expiration of this Agreement. | $17 per funded loan  100 loans per month minimum volume commitment applicable. | Subscription fees shall be paid monthly based on the actual volume of loans funded. |

**Other Services**

|  |  |  |
| --- | --- | --- |
| **Description** | **Term** | **Services Fee** |
| Support Services | Agreement Term | Included with Subscription Fee |
| Professional Services \*\*\* | One Time | **$15,000** |

\*\*\* Loan Monkey I.T. team will consume the Endpoints and take care of the implementation. If the Tavant team is involved for implementation or to guide the Loan Monkey team, it will be charged $100 per hour. Additional Sow will be drafted for Implementation work.

|  |  |
| --- | --- |
| **LOAN MONKEY** | **TAVANT TECHNOLOGIES, INC.** |
| By: | By: |
| Name: | Name: |
| Title: | Title: |

**EXHIBIT B**

**SERVICE LEVEL AGREEMENT**

FinDecision Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating allows FinDecision to provide the high level of service reflected in our business agreements. This document is subject to the FinDecision Platform Services Agreement between the Parties and dated on or about [enter Effective Date] (the “Agreement”). This document communicates FinDecision’s Production Support and Service Level Availability Policy (“SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Master Agreement.

# General Defintions & Terms

## Definitions

1. **“Downtime”** is defined as any period of time when end users are unable to read or write any Service data for which they have appropriate permission as Tavant determines from automated health monitoring and system logs.

Downtime **does not include**

* 1. Scheduled Downtime
  2. Ellie Mae’s Encompass Downtime
  3. Third-Party Services’ API Interruptions
  4. The unavailability of utility functions like FinDecision Dashboard
  5. The inability to access the Service due to Customer’s modifications of the Service implementation or periods where the Scale Unit capacity is exceeded.
  6. Service interruptions due to any other circumstance beyond our control

1. **“Incident”** means (i) any single event, or (ii) any set of events, that result in Downtime.
2. **“Scheduled Downtime”** means periods of Downtime related to network, hardware, or Service maintenance or upgrades.
3. **“Service Level”** means the performance metric(s) set forth in this SLA that Tavant agrees to meet in the delivery of the Services.
4. **“Support Window”** refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.
5. **“Emergency Maintenance”** means downtime of the FinDecision Integration Platform outside of Scheduled Maintenance Window hours that is required to complete the application of urgent patches or fixes, or undertake other urgent maintenance activities.
6. **“Scheduled Maintenance Window”** means the window during which scheduled maintenance of the FinDecision Integration Platform may be performed.
7. **“Service Availability”** means the percentage of total time during which the FinDecision Integration Platform is available to Customer, excluding Scheduled Downtime and Emergency Maintenance

*By way of example: If in a given 30-day month there are 60 minutes of Service Interruption, then the Service Availability for such month would be calculated as follows:*

*= (43,200 being the total minutes in a 30-day month – 60 minutes of Downtime) / 43,200*

*= 43,140 / 43,200*

*= 0.999*

*Service Availability for the month would be 99.9%*

## Terms

### Claims

In order for Tavant to consider a claim, Customer must submit the claim to customer support at Tavant Technologies including all information necessary for Tavant to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Customer’s attempts to resolve the Incident at the time of occurrence.

### Limitations and Exclusions

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure, including at Customer’s site or between Customer’s site and Ellie Mae’s Encompass);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by Customer’s use of a Service after Tavant advised Customer to modify Customer’s use of the Service, if Customer did not modify Customer’s use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using Microsoft subscription credits;
5. That result from Customer’s unauthorized action or lack of action when required, or from Customer’s employees, agents, contractors, or vendors, or anyone gaining access to our network by means of Customer’s passwords or equipment, or otherwise resulting from Customer’s failure to follow appropriate security practices;
6. That result from Customer’s failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer’s use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests with invalid parameters);
8. That result from Customer’s attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
9. Due to Customer’s use of Service features that are outside of associated Support Windows

## Uptime Service Level

99.9% network and server uptime, this uptime percentage is a monthly figure, and is calculated by our monitoring systems, Exceptions to these could be

1. Internet outage, DNS issues not within our direct control
2. Scheduled downtimes and planned outages

# Service Availability

FinDecision’s Service Availability commitment for a given calendar month is **99.9%.** Please refer to **Section 1.1** for more details on Service Availability calculation.

# Scheduled Maintenance Window

The Scheduled Maintenance Window is between the hours of 10:00 p.m. and 2:00 a.m. Pacific Time on a Saturday. In the event Tavant expects the Scheduled Maintenance Window activity to result in the FinDecision Integration Platform being unavailable to Customer, Tavant will provide Customer with a minimum of five (5) business days advance notification.

# Emergency Maintenance

If Emergency Maintenance is required, Tavant will promptly contact Customer and provide the expected start time and the expected duration of the Emergency Maintenance, and if Tavant expects the FinDecision Integration Platform to be completely unavailable during the Emergency Maintenance.

# FinDecision Update Process and Notifications

Periodically, Tavant introduces new features and functionality in a new version of the FinDecision Service with enhanced functionality across all or substantially all, FinDecision modules ("Update"). Prior to an Update, Production customers will be provided with an Update sandbox for testing. Updates will take approximately twenty-four (24) hours to complete which will require the Service to be taken down for some or all of that time. Updates will be performed during a weekend following any Scheduled Maintenance. Customers shall provide a named Update Contact, to schedule and manage Customer through its Update process.

FinDecision currently Updates the Service 12 times per year but the number of Updates may be increased or decreased by Tavant. Tavant shall provide notification of and information about Updates beginning at least thirty (30) days prior to providing new Updates in Customer's Update sandbox environment.

# Severity Level Determination

Customer shall reasonably self-diagnose each support issue and recommend to Tavant an appropriate Severity Level designation. Tavant shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties management, during which time the parties shall continue to handle the support issue in accordance with the Tavant Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

# Support and Help Desk

## Customer Support

Tavant shall maintain an organization and process to provide Customer support to Licensee for the Integration platform.

“Customer Support” means

1. telephone, and/or e-mail access to a customer support professional for consultation on use of the Software, assistance in error isolation and correction, coordination and management of requests for system and service requests
2. a monthly report via email from the ticket tracking system that will outline status on all open discrepancy requests and service requests

## Support contact

1. Customers can receive Tavant’s Standard Technical Support during the business hours by calling: **US toll free at 1-877-699-2099**.
2. Support Times:

Monday through Friday, 8:00 AM Eastern Time. through 6:00 PM Pacific Time, excluding the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day and Day after Christmas Day

1. E-mail and Web Case Support:

E-mail and web case support is provided by sending an email to: **veloxcontactcenter@tavant.com**.

1. Support ticket site: [http://support.tavant.com](http://support.tavant.com/)

*Need Customer POC email address to create support account*

1. Emergency After Hours Support:

Tavant shall supply 24/7 technical emergency phone support 365 days a year.

# Tavant Support Scope

Tavant will support functionality that is developed by Tavant and under its direct control. For all other functionality, and/or issues or errors in the FinDecision Service caused by issues, errors and/or changes in third party vendor services, Tavant may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Tavant’s support obligations. Service Level failures attributable to (i) Customer’s acts or omissions; and (ii) force majeure events shall be excused.

# Support Issue Production Severity Levels - Response and Escalation

Response Time is the period from the time the Production case was logged in the Customer Center until Tavant responds to Customer and/or escalation within Tavant, if appropriate. Response times do not mean resolution times, and because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Severity** | **Description** | **Response Time** | **Resolution** | **Escalation** | **Customer Response Commitment** |
| **Severity 1** | FinDecision Service is unavailable for all users or a FinDecision issue prevents loan transaction | Tavant will respond within one (1) hour of receipt of case | Tavant will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes. | If the problem has not been resolved within one (1) hour, Tavant will escalate the problem to the appropriate Tavant organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives | Customer shall remain reasonably accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved |
| **Severity 2** | FinDecision Service contains a bug that prevents Customer from executing one or  more critical business processes with a significant impact and no workaround exists. | Tavant will respond within one (1) hour of receipt of case. | Tavant will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes. | If the problem has not been resolved within four (4) hours, Customer may request that Tavant escalate the problem to the appropriate Tavant organization where the escalated problem will have higher priority than ongoing development or operations initiatives. | Customer shall remain reasonably accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved |
| **Severity 3** | FinDecision Service contains a bug that pervents Customer from executing one or more important business processes. A workaround exists but is not optimal. | Tavant will respond within four (4) hours of receipt of case | If resolution requires a FinConnnect bug fix, Tavant will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes. | If the problem has not been resolved within one (1) week, Customer may request that Tavant escalate the problem to the appropriate Tavant organization where the escalated problem will have higher priority than ongoing development or operations initiatives. | Customer will respond to Tavant requests for additional information and implement recommended solutions in a timely manner |
| **Severity 4** | FinDecision Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations. | Tavant will respond within twenty-four (24) hours of receipt of case | If resolution requires a FinDecision bug fix, Tavant will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes | None | Customer will respond to Tavant requests for additional information and implement recommended solutions in a timely manner |
| **Severity 5**  **(Service Requests)** | Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, queries on configuration etc. | Tavant will respond within twenty-four (24) hours of receipt of case | Tavant will respond to request. Customer will be notified of status changes | None | Customer will respond to Tavant requests for additional information in a timely manner. |

**EXHIBIT C**

**STATEMENT OF WORK (SOW) # 1**

Please refer to the enclosed document that outlines the details of the professional services that Tavant will perform in order to implement the FinDecision product for the Customer.

Not Applicable