**TAVANT TECHNOLOGIES, INC.  
TOUCHLESS LENDING TM PLATFORM SERVICES AGREEMENT**

This Touchless LendingTM Platform Services Agreement (“**Agreement**”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Effective Date**”), by and between Tavant Technologies, Inc. a Washington corporation, having its principal place of business at 3945 Freedom Circle, Suite 600, Santa Clara, CA 95054 (“**Tavant**”), and, Mason McDuffie Mortgage having its principal place of business at 12647 Alcosta Blvd Suite 300, San Ramon, CA, 94583 (“Customer”), each a “Party” and collectively the “Parties”.

RECITALS

1. Tavant has developed a proprietary software solution, **Touchless LendingTM Platform Services**, which enables Tavant’s customers’ Authorized Users to work on the Business Opportunity (as defined below) and communicate with the customers’ loan origination system for a seamless transaction experience. T**ouchless LendingTM Platform Services** is an AI-Powered lending-as-a-service platform that provides end-to-end mortgage manufacturing.
2. **Touchless LendingTM Platform Services** incorporates several components and modules and for the purpose of this Agreement, Tavant’s offerings will be limited to such components and modules of **Touchless LendingTM Platform Services** as detailed in the **Order Schedule (Exhibit A)** as amended from time to time.
3. Customer is a financial institution and desires to access and use such modules and components of **Touchless LendingTM Platform Services as specifically listed in the Order Schedule (Exhibit A)** for processing its loan applications, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

# **DEFINITIONS**

## “**Aggregate Data**” has the meaning ascribed to the term in **Section 5.1**.

## “**Authorized User(s)**” means an employee, contractor, or agent of Customer that has (i) been assigned a unique username-password log-in credential combination to access and use the Platform Services by Tavant upon Customer’s written request, and (ii) registered online to access and use Platform Services.

## “**Business Opportunity**” means the commercial opportunity for Customer and its Authorized Users to work on a potential mortgage loan application transaction.

## “**Customer Data**” means all data and information, inputted 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 Marks**” means Customer’s name, trademarks, and logos, which are used to identify Customer and its business.

## “**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 SOW.

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

## “**Intellectual Property Rights**” means any intellectual property rights recognized in any jurisdiction throughout the world, including any (i) 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; (ii) patents, patent applications and patent disclosures, and inventions and discoveries (whether patentable or not); (iii) processes, technologies, trade secrets, proprietary ideas and know-how; (iv) copyrights and moral rights; (v) software and software systems (including source code, object code and related items such as documentation) and (vi) registrations and applications for any of the foregoing.

## “**Order Schedule**” means an ordering document which specifies details about the Platform Services (specifically the modules and components offered by Tavant to the Customer), other 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**” specifically refers and limits to modules and components offered by Tavant to the Customer incorporated within the **Touchless LendingTM Platform Services**, as further described in Section 2.1 and the Order Schedule Exhibit A.

## “**Platform Data Security**” means the security measures that Tavant has put in place to govern, monitor and manage the security of the Platform Services set out in the Platform Data Security Agreement between the Parties.

## “**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.

## “**Tavant Materials**” means any software, services, tools, utilities, processes, inventions, devices, methodologies, documentation, techniques and materials of any kind used or developed by Tavant or its personnel in connection with performing Platform Services hereunder.

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

# **PLATFORM SERVICES**

## Platform Services: Subject to this terms and conditions of this Agreement and Order Schedule (Exhibit A), Tavant agrees to offer, and the Customer accepts such modules and components of the Touchless LendingTM Platform Services as detailed in the Order Schedule (Exhibit A) (“**Platform Services**”). For clarity, it is to be noted that any modules or components not listed in the Order Schedule are not part of the Platform Services as offered to the Customer.

## 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 or create any derivative works from 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; (d) access the Services in order to (i) build a competitive Platform Services, or (ii) copy any features, functions or graphics of the Platform Services; or (e) 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 Materials. 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 (including Customer Data), but, all of the foregoing limited to 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 (including Customer Data) 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 (where applicable) 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 and Professional 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.

3.4. The Customer shall (with its written consent) allow Tavant to use the Customer Marks in connection with its business or in any advertising or promotional materials or activities, in a website, in a press release or in any other communications, or services, or materials.

# **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, Platform Services and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of Tavant. In addition, subject to Customer’s rights in the Customer Materials and Customizations (defined below), Tavant will exclusively own all rights, title and interest in and to any software, services, tools, utilities, processes, inventions, devices, methodologies, documentation, techniques and materials of any kind used or developed by Tavant or its personnel in connection with performing Platform Services hereunder (collectively “**Tavant Materials**”), including all Intellectual Property Rights therein. Customer will have no rights in any Tavant Materials except as expressly set forth in this Agreement. Tavant also 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’s and Authorized Users’ usage of the Platform Services (e.g., time of request from Customer or Business Partner, processing time, etc.) (such information, “**Aggregate Data**”) and may use this Aggregate Data for any legal purpose not in conflict with this Agreement including, without limitation, data analytics purposes.

## 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 or software services (as specifically defined and/or provided for in the Order Schedule) and Tavant will not obtain any ownership rights or interests in such data or reports. Tavant does not license or assign any rights to Customer with respect to Third-Party Reports or software services not provided for in the Order Schedule.

## 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 transfers 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**. Notwithstanding the above, Customer acknowledges and agrees that Tavant will retain the right to use, generalized knowledge, experience, and know-how (including processes, ideas, concepts and techniques) gained in course of providing Professional Services or Platform Services or gained in the process of creating Customizations. We shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform Services any suggestions, standard enhancement requests, recommendations or other feedback provided by the Customer. We also retain all rights, title and interest with respect to any standard enhancements or upgrades provided as a part of our Platform Services.

## 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 (except to the extent as provided in Section 5.3) 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 Materials to Tavant and for Tavant to use such Customer Materials in connection with its provision of the Platform Services and Professional Services and any other services provided under this Agreement.

## No Warranty by Tavant. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE 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 (AS DEFINED IN THE ORDER SCHEDULE) AND IN PARTICULAR FROM ACTIONS TAKEN OR NOT TAKEN AND CONCLUSIONS DRAWN AFTER REVIEW OF THE THIRD-PARTY REPORTS (AS DEFINED IN THE ORDER SCHEDULE). 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. Platform Services associated software 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 one (1) year 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 7** will continue until such Confidential Information continues to remain a trade secret. Tavant will not be responsible for any disclosure of confidentiality of Customer Data if such disclosure is by virtue of any use of the Platform Services by the Customer not authorized by Tavant pursuant to this Agreement or any applicable SOW.

## 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.

## Personally Identifiable Information. To the extent that Tavant has access to Personally Identifiable Information, provided by Customer's employees or Customers, Tavant acknowledges and agrees that it shall not use or disclose Personally Identifiable Information for any purpose not reasonably required to comply with all applicable terms, conditions, provisions, and service levels of this Agreement without Customer's and the Customer’s prior written consent. In the event that Customer and Customer so consent, Tavant may disclose such Personally Identifiable Information only to the extent permitted by such Customer and only in accordance with the terms of this Agreement and applicable Law. These obligations shall survive termination of this Agreement.  Personal Identifiable Information, as stated herein, includes all Non-Public Personal Information (NPPI) as such term is defined in Title V of the Gramm-Leach-Bliley Act (15 USC Sec 6801 et. seq.) and its implementing regulations. For clarity, Tavant shall treat all Personally Identifiable Information in accordance with all applicable law and regulation and shall inform Customer of any breach of such obligation by Tavant.

# **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 Platform Services infringe any U.S. patent or copyright or misappropriates the trade secret of any third party or that arises out of Tavant’s breach of any of its duties or obligations hereunder.

## 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 6.1** 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 indemnified Party 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 Platform Services in a way that materially breaches this Agreement or the confidentiality of any third party or any third party claim that arises out of any Customer Marks or Customer Materials.

## Injunction. If Customer’s use of the Platform Services 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 Platform Services to make it non-infringing and of equivalent functionality; (ii) procure for Customer the right to continue using the Platform Services 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 Platform Services or any part of it and refund to Customer a pro-rata portion of the fee for the use of the Platform Services for the time Customer is unable to use the Platform Services.

## 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 PLATFORM SERVICES.

# **LIMITATION OF LIABILITY.**

## 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.

## 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 18 months (1.5) years (the “**Initial Term**”) after which the Agreement will automatically renew for successive one-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. Either Party may terminate this Agreement immediately by giving notice to the other party if the other Party:

## becomes insolvent.

## files a petition in bankruptcy.

## makes an assignment for the benefit of creditors; or

## commits a material breach of any of its obligations under this Agreement and such breach is not cured within thirty (30) days after notice of such breach is provided by the non-breaching Party. No payment of fees will be considered a material breach for the purpose of this Agreement.

## Effect of Termination. Upon the expiration or termination of this Agreement: (i) all Platform Services 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 return to the other Party (upon request) 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. 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, 4, 5, 6, 7, 8, 9 and 10** **of** this Agreementwill survive any expiration or termination of this Agreement or the Agreement.

# **MISCELLANEOUS**

## Governing Law and Venue. This Agreement and any disputes arising under, in connection with, or relating to this Agreement will be governed by the laws of the State of California, excluding its conflicts of law rules. Venue shall be in the home state of the defending Party.

## Compliance with Laws. Each Party will perform all of its activities, obligations and responsibilities contemplated under this Agreement in compliance with all applicable laws and will obtain all licenses or permits as may be required by any applicable laws in order to conduct the activities contemplated hereunder. Each Party shall be responsible for all applicable customer privacy and consumer legal disclosures and regulatory compliance required or recommended under applicable Laws for each Party’s respective business. Each Party shall, as applicable: (a) acquire and maintain in effect all governmental regulatory authorizations, licenses and permits of every type from every state or federal agency necessary for the business and operations of each respective Party; and (b) otherwise arrangements to operate in compliance with applicable Laws. Each Party is responsible for legal compliance and monitoring of its own respective website for legal and regulatory compliance.

## Assignment. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written permission of the other Party except in connection with a merger, consolidation, or sale of all or substantially all of a Party’s assets.  This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Any attempt to transfer, sublicense or assign any of the rights or duties in violation of this Section is prohibited and shall be null and void.

## Relationship of Parties. Neither this Agreement nor the Parties' business relationship established hereunder will be construed as a partnership, franchise, joint venture, or agency relationship. Unless otherwise mutually agreed to by the parties in writing, the Parties agree that they will not hire or solicit the employment of any personnel of the other Party during the term of this agreement and for a period of one (1) year after the termination of this agreement.

## Waiver. No waiver of any breach of any provision of this Agreement will be considered to be a waiver of any prior, concurrent or later breach of the same provisions or different provisions and will not be effective unless made in writing and signed by an officer of the waiving Party.

## Force Majeure. With the exception of payment obligations pursuant to this Agreement, neither Party will have any liability to the other under, in connection with, or for any reason relating to, this Agreement as a result of any failure of performance as a result of an event of "force majeure." For purposes of this Agreement, "force majeure" means an event beyond a Party’s reasonable control whether or not foreseeable and includes, in any case, the following events that may prevent or significantly hinder a Party from performing this Agreement or acting in connection with this Agreement: armed conflicts, terrorist act, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, failure of suppliers and breakdowns in communications transport facilities that are not attributable to the acts or omissions of the other Party. Upon receipt of such notice, this Agreement shall immediately be suspended. If the period of nonperformance exceeds fifteen (15) business days from the receipt of notice of the force majeure, the Party whose ability to perform has not been so affected may by giving written notice terminate this Agreement. However, any delays in delivery due to force majeure shall automatically extend the delivery date for a period equal to the duration of such force majeure event.

## Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by any means reasonably used to provide the other Party with notice such as a softcopy (facsimile, e-mail) or hard copy (mail, overnight carrier or hand delivery). Notice shall be addressed to the other Party at the address listed below or at such other address for which such Party gives notice should be aware. Notice shall be deemed to have been given when the hard copy is received or three days after a softcopy and hard copy are sent, whichever is earlier.

## Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.

## Entire Agreement/Conflict of Terms. This Agreement, including its Exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether written or oral. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

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

|  |  |
| --- | --- |
| **Mason McDuffie Mortgage** | **TAVANT TECHNOLOGIES, INC.** |
| By: | By: |
| Name: Chuck Iverson | Name: SESHA DEVANA |
| Title: President | Title: Chief Financial Officer |
| Address: 12647 Alcosta Blvd Suite 300, San Ramon, CA, 94583 | Address: 3945 Freedom Circle, Suite 600, Santa Clara, CA 95054 |
| Email: civerson@masonmac.com | Email: sesha.devana@tavant.com |

**ORDER SCHEDULE**

This Order Schedule is entered into as of \_\_\_\_\_\_\_, between Tavant Technologies, Inc. (‘Tavant’) and Mason McDuffie (the ‘Customer) and is subject to the Touchless Lending**TM** Platform Services Agreement (“Agreement”) dated \_\_\_\_\_\_between the Parties.

Pursuant to the terms of the Agreement, Tavant agrees to offer, and the Customer accepts the below mentioned modules and components of the Touchless Lending**TM** Platform Services (or herein referred to as Platform Services). For clarity, it is to be noted that any modules or components not listed in this Order Schedule are not part of the Platform Services offering.

1. **Additional Definitions:** 
   1. “**AUS 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 Touchless Decision.
   2. “**AUS Services**” means those Freddie Mac, Fannie Mae and AUS services, selected or requested by Customer via the functionality of Touchless Decision, from which Customer wishes to receive AUS Reports.
   3. “**FinConnect Platform Services**” means the FinConnect software module(s) provided by Tavant to the limited extent they are required for the delivery for the components of the Platform Services as licensed by the Customer.
   4. “**Touchless Decision**” means the FinDecision platform services and software offered by Tavant which uses AUS Services.

All terms or words not specifically defined in this Order Schedule will derive its meaning from the Agreement.

1. **Term**

The term and expiration of the Order Form shall match the term set forth in Section 10.1 of the Agreement.

1. **Minimum Annual Loan Volume Commitment**

The Customer agrees to a minimum annual commitment of 2,160 loans per year to be processed through the Platform Services. This annual commitment will be divided evenly across 12 months, equating to 180 loans per month.

1. **Invoicing**

The Customer will be invoiced on a monthly basis for 180 loans multiplied by the applicable pricing for the modules or the Touchless Bundle as selected by the Customer. Payment terms will be as per the Agreement, with the Customer having 30 days from the date of invoice to remit payment.

1. **Platform Services Fee and Pricing** 
   1. **Per Module Pricing:** Touchless Lending Decision Analysis per-module pricing for Platform Services is based on the Customer's monthly loan application volume for the corresponding module and is provided in the table below (section 5.2).
      1. Touchless Decision (Decision Analysis) will be invoiced per funded loan.
   2. **The Platform Services licensed by the Customer and the corresponding license fee are as follows:**

|  |  |
| --- | --- |
| **Monthly Funded Loan Volume** | **Touchless Decision (Agency)** |
| Up to 750 funded loans | $ 20 |
| 751-1,500 funded loans | $ 19 |
| 1,501-2,250 funded loans | $ 18 |
| 2,251 - 3,000 funded loans | $ 17 |
| Over 3,000 funded loans | To be Discussed |

1. **Annual Reconciliation**

At the end of the contract's first anniversary (i.e., on the 13th month), Tavant will conduct a reconciliation of the total number of loan applications processed through the Platform Services:

###### If the Customer processes fewer than 3,000 loans during the year, no adjustment to the invoicing will be required.

###### If the Customer processes between 3,000 and 6,500 loans annually, Tavant will invoice for the additional loan applications in the 13th month at the applicable pricing slab.

###### If the Customer processes more than 6,001loans, the first 6,000 loans will be invoiced at the standard rate applicable to the relevant slab. Any loans processed beyond 6,001 will be invoiced at the lower pricing slab, applicable only to the additional loans processed above the 6,000 threshold.

1. Professional Services associated with the provision of Services will be $15,000 (implementation fees – one time) invoiced pursuant to a mutually agreed Statement of Work. Payment terms will be as per the Agreement, with the Customer having 30 days from the date of invoice to remit payment.

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| --- | --- |
| **CUSTOMER** | **TAVANT** |
| By: | By: |
| Name: Chuck Iverson | Name: Sesha Devana |
| Title: President | Title: CFO |

**EXHIBIT B**

**SERVICE LEVEL AGREEMENT**

This Service Level Agreement is entered into as of \_\_\_\_\_\_\_, between Tavant Technologies, Inc. (‘Tavant’) and Mason McDuffie Mortgage (the ‘Customer) and is subject to the Touchless LendingTM Platform Services Agreement (“Agreement”) dated \_\_\_\_\_\_between the Parties. This document communicates the Production Support and Service Level Availability Policy (“SLA") for the Platform Services as identified in the Order Schedule (Exhibit B).

# General Definitions & Terms

## Definitions

1. **“Downtime”** is defined as any period of time when end users are unable to read or write any Platform Services 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. Scheduled Downtown time by third party software service provider
  3. Loan origination system downtime
  4. Third-party Services’ API Interruptions
  5. The inability to access the Platform Services due to Customer’s modifications of the services implementation or periods where the scale unit capacity is exceeded.
  6. Platform Services’ 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 Platform Services 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 Platform Services.
4. **“Support Window”** refers to the period of time during which a Platform Services feature or compatibility with a separate product or service is supported.
5. **“Emergency Maintenance”** means downtime of the Platform Services 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 Platform Services may be performed.
7. **“Platform Services Availability”** means the percentage of total time during which the Platform Services is available to Customer, excluding Scheduled Downtime and Emergency Maintenance

All terms or words not specifically defined in this Exhibit B will derive its meaning from the Agreement.

## Terms

### Claims

In order for Tavant to consider a claim, Customer must submit the claim to customer support at Tavant Technologies Inc. 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 third-party API’s).
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 the Platform Services after Tavant advised Customer to modify Customer’s use of the Platform Services, if Customer did not modify Customer’s use as advised.
4. During or with respect to preview, pre-release, beta or trial versions of the Platform Services, 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 Platform Services in a manner inconsistent with the features and functionality of the Platform Services (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 Platform Services 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

Platform Services Availability commitment for a given calendar month is **99.9%.**

# 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 Platform Services 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 Platform Services to be completely unavailable during the Emergency Maintenance.

# Touchless LendingTM Platform Services Update Process and Notifications

Periodically, Tavant introduces new features and functionality in a new version of the Touchless LendingTM Platform Services with enhanced functionality across all or substantially all, Touchless Lending modules or components ("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.

Touchless LendingTM Platform Services 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 party’s 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 Platform Services.

“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 1-888-846-6675**.
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: [Finxsupport@tavant.com](mailto:Finxsupport@tavant.com).

1. Support ticket site: <https://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 Platform Services 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.

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| **Severity** | **Description** | **Response Time** | **Resolution** | **Escalation** | **Customer Response Commitment** |
| **Severity 1** | Platform Services are unavailable for all users or a Platform Service 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** | Platform Services 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** | Platform Services contains a bug that prevents 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** | Platform Services 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. |

**10. Disaster Recovery**

10.1. Tavant will maintain a disaster recovery plan for the Platform Services in conformity with Tavant’s most current Disaster Recovery Summary. Tavant commits to a **Recovery Time Objective** (**RTO**) of **four (4) hours** -measured from the time that the Platform Services become unavailable until it is available again. Tavant commits to a **Recovery Point Objective** (**RPO**) of **thirty (30) minutes** - measured from the time that the first transaction is lost until the Platform Services became unavailable.

10.2. Recovery Time Objective (RTO) refers to the maximum acceptable length of time that the Platform Services can be down after a failure or disaster occurs.

10.3. Recovery Point Objective (RPO) refers to the point in time to which data must be recovered in order for the Platform Services to become available after a failure or disaster occurs.

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| **CUSTOMER** | **TAVANT** |
| By: | By: |
| Name: Chuck Iverson | Name: Sesha Devana |
| Title: President | Title: CFO |

**EXHIBIT C**

**PLATFORM DATA SECURITY**

This Platform Data Security document (“**Exhibit C**”) outlines Tavant’s data protection, privacy and security obligations with respect to Customer Data accessed and used in the provision of Platform Services and Professional Services pursuant to the Tavant Technologies Platform Services Agreement (“**Agreement**”) dated \_\_\_\_\_ between the Parties.

1. Definitions

Capitalized terms not otherwise defined herein have the meaning given to them in the Agreement. Additionally, the following terms will have the meanings set forth below:

* 1. “**Information Security Program**” means appropriate measures designed to safeguard Customer Data.
  2. “**Privacy Requirements**” means all applicable privacy laws (any and all federal, state and local statues, regulations and rules applicable to the protection and privacy of Customer Data), including but not limited to the privacy provisions of the GLBA or by any applicable guidelines issued pursuant thereto.
  3. **“Process” or “Processing”** is any operation or set of operations, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
  4. **“Data Incident”** is any event involving an actual or suspected compromise of the security, confidentiality or integrity of the Customer Data, including but not limited to any unauthorized or accidental access, use, disclosure or destruction, or any broader circumstances as defined in any applicable local law.

1. Customer Data Protection
   1. Tavant represents and warrants that it will comply with the Privacy Requirements.
   2. Tavant shall treat Customer Data with the utmost care and confidentiality during and following the term of the Agreement. As such, Tavant agrees that it will use the highest degree of care to protect the security, integrity and confidentiality of Customer Data.
   3. The Parties agree that if Tavant is required under the terms and conditions of the Agreement and in furtherance thereof to transfer any Customer Data, Tavant will: (i) obtain a written authorization from the Customer to transfer Customer Data to the third-party transferee; (ii) obtain a written agreement from the third-party transferee that such party (a) will use a high degree of care to protect the confidentiality and integrity of any Customer Data transferred to it, (b) will use said Customer Data only for the purposes that are necessary to carry out the aims and goals of the Agreement and such objectives as may be agreed upon, (c) will not transfer the Customer Data further, (d) will notify Tavant of any breach in security resulting in an unauthorized intrusion into Customer's Data, customer information, and/or information systems within 48 hours after the breach is discovered, (e) has a formal information security policy that addresses (a) – (d) above. Tavant agrees to provide its information security policy to Customer upon Customer’s reasonable written request.
   4. To the extent Customer Data includes Customer “personal information” as that term is defined in the California Consumer Privacy Act of 2018 and its amendment(s), Tavant is prohibited from retaining, using, or disclosing that personal information for any purpose other than for the specific purpose of performing the services specified in the Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services specified in the contract.
   5. Safeguarding Customer Data. Tavant shall maintain at all times an Information Security Program which includes access controls on information systems; access restrictions at physical locations containing Personal Data; encryption of electronic Personal Data; monitoring systems to detect actual and attempted attacks on or intrusions into information systems; response programs; measures to protect against destruction, loss or damage of Personal Data; and background checks for employees, subcontractors, agents, and consultants with responsibilities for or access to Personal Data, which background checks shall include verification of identity including Social Security Number, criminal background check, prior employment and secondary education verification, and a Sanctions List Search through the Office of Foreign Assets Control.
   6. Tavant shall continuously assess, manage, and control risks relating to the security and confidentiality of Customer Data, and shall implement the standards relating to such risks in the manner set forth herein and pursuant to the Interagency Guidelines Establishing Information Security Standards, section 216 of the Fair and Accurate Transaction Act (including its implementing regulations) as well as any amendments thereto or other applicable regulations regarding safeguarding information enacted or released by any regulatory agency having jurisdiction over Tavant. Tavant also stipulates that its Information Security Program and security protocols contained therein shall be regularly reviewed and validated by an independent party.
   7. Discovery of Data Incident. In the event a Data Incident, Tavant agrees to promptly notify Customer of the facts and circumstances surrounding the breach, unauthorized use, disclosure or access and the effects thereof by telephone at and email at vendormanagement@guildmortgage.net. Prompt notice in this section means that Tavant shall notify Customer no later than 48 hours after a determination that a Data Incident may have occurred. Tavant’s notice to Customer must describe both the incident and the information that was the subject of unauthorized use, disclosure or access. Tavant further agrees to immediately take corrective action to stop the unauthorized use, disclosure or access and shall, in addition: (x) cooperate and assist Customer with any investigation into any such breach or alleged breach; (y) comply with Customer’s determinations regarding’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the breach (including providing up to six (6) months of credit monitoring for affected individuals); and (z) assist with the implementation of any decision by Customer or any governmental agency to notify individuals impacted or potentially impacted by such breach.
   8. Audit. At reasonable times during regular business hours, Tavant shall provide to Customer commercially reasonable information, documentation and access to its information security systems as pertains to Customer Data. Customer may review audits (e.g., SOC 2 Type 2), summaries of test results, or other equivalent evaluations of the Individual/ Tavant as part of Customer’s monitoring program. Customer shall have the right, upon reasonable prior written notice to Tavant, to conduct, at its own sole expense, an audit reasonably designed to identify and address control deficiencies and ensure Tavant’s compliance with applicable laws. Customer agrees to instruct its auditors to maintain as confidential all information, procedures, and processes inspected by such auditors. Such audit rights may be exercised by Customer no more frequently than once each calendar year except that, to the extent Customer has a reasonable belief that Tavant is not in compliance with one or more of the obligations of the Agreement or this Exhibit C and/or applicable law, then such audit rights may be exercised pursuant to this Section 2.8 without regard to the once each calendar year restriction. Notwithstanding anything provided herein to the contrary, the foregoing audit rights shall be limited if and to the extent that any audit would reasonably be expected to result in a violation of law or a violation of the rights of any third parties.
   9. Maintenance and Storage of Data. It is the intention and agreement of the Parties that Customer Data, in whatsoever format it is provided to Tavant shall be maintained on Tavant’s computer systems within the United States, accessed only by United States personnel, within the full and absolute control of Tavant in accordance with the terms of the Agreement. In recognition of the foregoing, Tavant will take such precautionary measures to ensure that Customer’s information is not permitted to be moved or migrated to other computer systems or portable computer devices that do not have such security protections without Customer’s express written consent. In the event Tavant, its agent or subcontractors have access to Customer computer systems or Customer Data, Tavant shall comply with Customer's access management policies and procedures, and Tavant shall require its agents and subcontractors to comply with such policies and procedures. To the extent the Privacy Requirements require additional or modified data protection provisions, Tavant agrees to cooperate with Customer to draft and execute such additional or modified provisions.
   10. Customer has the right to review Tavant’s hiring policies and procedures to ensure that Customer meets the applicable agency regulations regarding hiring practices, which may include but not be limited to checking all employees, including management, against the U.S. General Services Administration Excluded Parties List, the HUD Limited Denial of Participation List, and the FHFA Suspended Counterparty Program list at the time of hire and/or on an annual or semi-annual basis.
   11. Upon termination of the Agreement, for whatever reason, Tavant will stop all Processing of Customer Data and will, at Tavant’s option, either return to Customer, or destroy (and certify such destruction of) any copies and reproductions of Customer Data. These undertakings remain in force even after termination of the Agreement for whatever reason.
   12. Failure by Tavant to comply with the obligations set forth in the Agreement and this Exhibit C relating to Customer Data is considered a material breach of the Agreement.
   13. Tavant will not be responsible for any unauthorized disclosure of Customer Data if such disclosure is directly caused by any use of the Platform Services by the Customer in a manner that is not authorized by Tavant pursuant to the Agreement or any applicable SOW and without the negligence, gross negligence, wilful misconduct, or lack of good faith of Tavant