



**KREDIT FINANCIAL INC.
PLATFORM-AS-A-SERVICE AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT COVERS THE USE OF THE PLATFORM AND APPLIES TO ALL USERS ACCESSING OR USING THE PLATFORM IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE PLATFORM. BY ENTERING THE PLATFORM YOU REPRESENT THAT (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US AND IN ANY EVENT ARE OVER THE AGE OF THIRTEEN, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT ON BEHALF OF THE PERSON OR COMPANY YOU HAVE NAMED AS THE USER AND TO BIND THAT USER TO THIS AGREEMENT. (4) THE TERM "CUSTOMER" AS USED IN THIS AGREEMENT REFERS TO THE PERSON OR ENTITY IDENTIFIED AS THE CUSTOMER ACCOUNT HOLDER ON THE PLATFORM.

This Platform-as-a-Service Agreement ("PaaS Agreement") is entered into between Kredit Financial Inc. ("Company" or "Kredit") and that person or entity identified as the customer account holder on the platform, sometimes referred to as the "Customer"). Capitalized terms used without definition have the meaning set forth in Section 8 below.

1. License. Company hereby grants Customer, through its Authorized Users, the non-exclusive right to access and use the Licensed Platform for the purpose of interacting with Consumers. Customer shall not access the Licensed Platform except through Authorized Users and to provide access to specific Consumers.
 - (iv) subcontract, distribute, disclose, rent, lease, or otherwise make available the Licensed Platform, or any part thereof, for use by any third party except for Consumers as permitted herein; or (v) modify, adapt, or use the Licensed Platform to develop any software or related services for resale.
2. Ownership and Restrictions. Customer acknowledges that the Licensed Platform is licensed to Company and that all intellectual property rights in the Licensed Platform belong to Company's licensors. Customer has no ownership rights in the Licensed Platform and may only access and use the Licensed Platform in accordance with the terms of this PaaS Agreement. Customer shall not, directly or indirectly, (i) copy, recreate, decompile, reverse engineer, or otherwise obtain, modify, or use any source or object code, architecture, or algorithm contained in the Licensed Platform; (ii) use the Licensed Platform for any unlawful purpose; (iii) export or access the Licensed Platform or any part thereof outside of the United States;
 3. Access and Use.
 - 3.1. Authorized Users. Any Authorized User of the Customer must have prior approval by the Company. Each Authorized User must register a valid email address with Company. Customer is responsible for all acts or omissions of Authorized Users in conjunction with this PaaS Agreement.
 - 3.2. Onboarding. Company, through its licensors, shall onboard Customer's use of the Licensed Platform.
 - 3.3. Changes. Company and its licensors reserve the right to upgrade, add or remove features, redesign, improve or otherwise alter the functionality of the Licensed Platform.

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- 3.4. Customer Data. Customer is responsible for the security, quality, integrity, reliability, accuracy, appropriately obtaining Consumer consents under Applicable Laws and appropriateness of all Customer and Consumer Data, as the case may be, uploaded by Customer to the Licensed Platform and shall ensure that its access, collection, use, relocation, storage, and disposition of Customer and Consumer Data complies with all Applicable Laws. Customer hereby grants Company a non-exclusive right and license during the Term to host and utilize the Customer Data so as to provide access to the Licensed Platform for Customer's use. Except for the foregoing, Company shall have no right, title, or interest in Customer Data. Customer shall not upload or otherwise provide Company any personally identifiable health information protected from disclosure under the Health Insurance Portability and Accountability Act of 1996.
- 3.5. Company Data. As Customer Data is provided by Customer to the Licensed Platform, information about such data, in an anonymized and non-identifiable form, shall be used by the License Platform through machine learning to improve the performance of the Licensed Platform. The results of such learning shall constitute "Company Data" hereunder.
- 3.6. Communications. Customer shall comply with all Applicable Laws governing its Communications and other interactions with Consumers by use of the Licensed Platform including obtaining appropriate consumer Consents before Customer engages in Consumer Communications. Any templates made available through the Licensed Platform for such Communications are for Customer's convenience only and should not be construed as a representation or warranty by Company that such templates comply with Applicable Laws.
- 3.7. Customer Privacy Policy. Customer shall ensure that it provides a privacy policy disclosure to Consumers that discloses the use of individual information in conjunction with the Licensed Platform and this PaaS Agreement.
- 3.8. Access and Use. Customer is responsible for preventing unauthorized access to or use of the Licensed Platform, which responsibilities include securing user names, passwords, or other login credentials of Authorized Users and Consumers. Customer shall notify Company promptly of any unauthorized access to or use of the Licensed Platform of which it becomes aware. Company shall not be liable for any unauthorized use of the Licensed Platform through Customer's Authorized Users and Consumers.
4. Performance.
- 4.1. Technical Requirements. Customer shall be responsible for obtaining and maintaining a connection to the internet with sufficient bandwidth and processing power to access and use the Licensed Platform.
- 4.2. Disclaimer. COMPANY AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES REGARDING THE LICENSED PLATFORM AND THE USE THEREOF, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE LICENSED PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT IT WILL OPERATE UNINTERRUPTED OR ERROR FREE.
5. Term and Termination.
- 5.1. Term. The term of this PaaS Agreement shall begin on the Effective Date and shall continue until terminated by either party upon delivery of a five (5) day advanced written notice to the other as described in paragraph 12 below.
- 5.2. Termination. Either party may terminate this PaaS Agreement in the event of a material breach by the other party and failure to cure within ten (10) business days of notice of such breach. A party also may terminate this PaaS Agreement immediately upon notice in the event the other party:

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(a) is liquidated, dissolved, subject to a receivership, or the subject of a voluntary or involuntary petition in bankruptcy;

(b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors, or takes advantage of any law for the benefit of debtors; or

(c) ceases to operate in the ordinary course of business.

5.3. Injunctive Relief. Customer acknowledges and agrees that any breach or threatened breach of its obligations under this PaaS Agreement may result in Company and its licensors suffering irreparable damage for which there is no adequate remedy at law and that, in the event of such breach or threatened breach, Company shall be entitled to seek injunctive relief, without the need to post bond or prove special damages, in addition to other remedies provided for under this PaaS Agreement, at law, or in equity.

5.4. Transition Period. Upon expiration or termination of this PaaS Agreement, Customer shall have access to the Licensed Platform for a period of fifteen (15) business days (the "Retrieval Period") for the limited purpose of (a) returning information or materials provided by Company; and (b) retrieving its Customer Data provided that, if Customer requires the assistance of Company during the Retrieval Period, Customer shall pay Company its then-current hourly rates for such services plus actual expenses. Upon expiration of the Retrieval Period, Company shall have no obligation to provide access to or maintain the Customer Data, and will thereafter delete all Customer Data from the Licensed Platform.

6. Indemnity.

6.1. Customer Indemnity. Customer shall indemnify, hold harmless and defend Company and its licensors and their respective directors, officers, employees and agents from and against all losses, liabilities, damages, claims, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating in any way to any claim or suit by a third party

concerning Customer's use of the Licensed Platform including, but not limited to, claims arising from Customer's breach of this PaaS Agreement, or Consumer claims that Customer's use of the Licensed Platform or Communications violate Applicable Laws, provided: (i) Company gives Customer prompt notice; (ii) Company cooperates in all reasonable respects in connection with the investigation and defense of any such claim; and (iii) Customer has sole control of the defense of any such claim and all settlement or compromise negotiations, provided that any settlement that requires the acknowledgement of wrongdoing by Company shall require Company's consent. In all cases, Company shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at Company's own cost.

7. Limitation of Liability.

7.1. Customer acknowledges and agrees that it uses the Licensed Platform at its own risk and that Company and its licensors are not responsible for the acts or omissions of Customer, Authorized Users, or Consumers.

7.2. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, GOODWILL, BARGAIN, OR OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS, OR SIMILAR LOSS OR DAMAGE RESULTING FROM CUSTOMER'S ACCESS TO, USE OF, OR ABILITY TO USE THE LICENSED PLATFORM, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF THEORY OF LIABILITY. FURTHER, COMPANY SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, INCLUDING CUSTOMER DATA; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; (C) LOSS OF BUSINESS; OR (D) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL, EVEN IF COMPANY HAS BEEN ADVISED OF THE

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POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

7.3. IN NO INSTANCE SHALL COMPANY BE LIABLE FOR DIRECT DAMAGES UNDER THIS PAAS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE). CUSTOMER MAY NOT INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF OR RELATED TO THIS PAAS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

8. Definitions.

8.1. “Applicable Laws”: shall mean any and all laws, rules, or regulations propounded by a Federal or State governmental entity which are applicable to the parties, including but not limited to the Truth in Lending Act (“TILA”), the Credit Card Accountability Responsibility and Disclosure Act (“CARD Act”), the Electronic Signatures in Global and National Commerce Act (“E-Sign”), Section 5 of the FTC Act prohibiting unfair, deceptive, or abusive acts or practices (“UDAAP”), the Fair Debt Collection Practices Act (“FDCPA”) or other applicable state consumer credit and collection laws, Equal Credit Opportunity Act (“ECOA”), the Telephone Consumer Protection Act (“TCPA”), applicable privacy laws, cybersecurity laws, and all applicable licensing requirements.

8.2. “Authorized User” means Customer personnel that access and use the Licensed Platform.

8.3. “Consumer” means any (i) legal or individual person with whom Customer accesses and uses the Licensed Platform to interact, and (ii) whose account with Customer is not in default.

8.4. “Communications” means emails, text or SMS, email or other messages, or any other form of contact initiated by Customer to Consumers, whether through the Licensed Platform or otherwise for which Customer has obtained appropriate consents under Applicable Laws. .

8.5. “Customer Data” means data entered into the Licensed Platform by Customer. Customer Data excludes Company Data.

8.6. “DATA” as defined in the Date Use Agreement and User Acknowledgement incorporated herein.

8.7. “Documentation” means the user guides, online help materials and other similar materials provided by Company to assist Customer in the access and use of the Licensed Platform.

8.8. “Effective Date” means the first date on which Customer logs onto the Kredit platform.

8.9 “Licensed Platform” means the Kredit platform the Company provides access to Customer hereunder.

9. Miscellaneous. Each party represents to the other that it has the full right, power, and authority to execute, deliver, and perform this PaaS Agreement and that the individual executing this PaaS Agreement has the full right, power, and authority to bind that party to its terms. Nothing in this PaaS Agreement shall be deemed to create an agency, other than a limited agency granted by Client to Company and its Licensor in regard to Consumer consents for communications under Applicable Laws including, but not limited to E-Sign and TCPA consents. Further, nothing in this Agreement is deemed to create a joint venture, partnership, or employee/employer relationship between the parties for any purpose, including, but not limited to, taxes or employee benefits. Each party shall be solely responsible for the payment of all taxes and insurance related to its business operations and employees. Customer acknowledges and agrees that Kredit Financial Inc., as licensor (“Licensor”) of the Licensed Platform to Company, is an intended third party beneficiary of this PaaS Agreement and is authorized to enforce its terms directly against Company. Company may not assign this PaaS Agreement without the prior written consent of Company. Any purported assignment in contravention of the preceding shall be void. Customer hereby irrevocably agrees to the assignment of this PaaS to Kredit Financial Inc. upon notice to Customer. All notices under this PaaS Agreement shall be in writing and sent to the

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other party by U.S. mail or overnight courier to the address in the introductory paragraph or such other address as one party may provide to the other from time to time. The failure of either party to enforce any provision of this PaaS Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this PaaS Agreement, and no purported waiver or amendment to this PaaS Agreement shall be effective unless signed by both parties. The provisions of this PaaS Agreement are severable and should any provision be held unlawful or invalid by any competent authority, the remainder of the PaaS Agreement shall remain in full force and effect and binding upon the parties hereto. This PaaS Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this PaaS Agreement. Any provision of this PaaS Agreement that expressly, by implication, or necessity, contemplates the performance of obligations under this PaaS Agreement, including without limitation the parties' obligations with respect to indemnification and limitation of liability, shall survive the termination or expiration hereof. Neither party shall be liable for any failure or delay in the performance of its obligations hereunder on account of strikes, terrorism, sabotage, shortages, riots, insurrection, fires, floods, power outages, equipment failure, storms, cybercrime, explosions, war (declared or undeclared), governmental action, labor conditions, earthquakes, tidal waves, landslides, supplier bankruptcy, or default, failure, delay, or interruption by or as a result of third parties, including without limitation, communications and cloud service providers, or any other cause that is beyond either party's reasonable control. This PaaS Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

10. Arbitration. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
11. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a party or a party's authorized representative as listed in its registration materials or sent by means of a reputable receipted overnight carrier, postage prepaid. Any notice sent by these methods shall be deemed given on the date of delivery to a party's last known address under this Agreement.
12. Modifications. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the parties hereto. The parties, however, agree to amend this Agreement from time to time as needed to assure Kredit's and the Customer's compliance with applicable law or regulations.
13. Relationship of the Parties. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates; (ii) any fiduciary duty owed by one party to another party or any of its affiliates; or (iii) an agency or employment relationship between the parties or any of their affiliates.
14. Successors & Assigns. This Agreement is binding upon and inures to the benefit of the

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parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Customer retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

15. Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
16. Equitable Relief. Any disclosure, misuse, sale, or misappropriation of DATA by Customer in violation of this Agreement (and applicable law) will cause Kredit irreparable harm, the amount of which may be difficult to ascertain. Customer therefore agrees that notwithstanding the Arbitration provision in paragraph 11, Kredit shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Customer from any such further disclosure or breach, and for such other relief as Kredit shall deem appropriate. Such rights are in addition to any other remedies available to Customer at law or in equity. Customer expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Customer.
17. Severability. The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or

declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

18. Third Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the Parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
19. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules, if any, of this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.
20. Entire Agreement. This Agreement, together with the all exhibits, schedules, riders, and amendments, if any and if applicable, which are fully completed and acknowledged or signed by authorized Persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof (except as expressly referenced therein or herein). In the event of any inconsistencies between any provisions of this Agreement in any provisions of the exhibits, schedules, or riders, the provisions of this Agreement shall control.