
MEMO

APPROVED
6/3/2024



DATE: May 29, 2024
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – CRED iQ

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of the Tulsa County Assessor's Office and CRED iQ for CRED iQ Enterprise License to grant full access to the CRED iQ-hosted platform for ten (10) users for one-year beginning July 1, 2024 through June 30, 2025 at a cost of \$22,000.00, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The June 3, 2024 BOCC meeting agenda.

CME# 20240968



Enterprise Order Form

Tulsa County Assessor's Office
218 West 6th Street, 5th Floor
Tulsa, OK 74119
United States

Kristi Frisbie
kfrisbie@tulsacounty.org
918.596.5102

Reference: 20240508-114838035
Quote created: May 8, 2024
Quote expires: June 30, 2024
Quote created by: Adam Krause
VP of Sales
adam@cred-iq.com

Comments from Adam Krause

Products & Services

Item & Description	Quantity	Unit Price	Total
CRED IQ Enterprise License <small>Full access to the CRED IQ platform and unlimited exports. 10 Licenses are included.</small>	1	\$22,000.00 / year	\$22,000.00 / year <small>for 1 year</small>
Annual subtotal			\$22,000.00
Total			\$22,000.00

CMF# 20240968

SIGNED AND AGREED TO BY THE PARTIES:

Customer entity: Tulsa County	CRED IQ CRED IQ
Address: 218 W. 6th Street, Tulsa, OK 74119	Address: 985 Old Eagle Road, Suite 519 Wayne, PA 19087
Signature: 	Signature:
Name: <u>Stan Sallee</u> Authorized Representative and Officer Attest: Michael Willis, County Clerk	Name and title: MICHAEL HAAS, CEO
Date of signature: 6/3/2024	Date of signature: 5/29/24

APPROVED AS TO FORM/ LEGALITY

ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

Additional Terms and Conditions

Acknowledgment: This Order Form is governed by the terms and conditions set forth in the Master Subscriber Agreement and related documents and exhibits (www.cred-iq.com) as of the Effective Date between CRED iQ and Customer as licensee (the "Agreement"). By executing this Order Form, Customer is (i) acknowledging that Customer has read and understood the Agreement, and (ii) agreeing to be bound by the terms and conditions set forth in the Agreement. If any terms conflict between this Order Form and the Agreement, this Order Form shall govern with respect to such conflicting terms. This Order Form and the Agreement contain the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any prior agreement, understanding, or letter of intent, whether oral or written, between the parties. Notwithstanding the forgoing, the parties may execute additional order form(s) to add additional licenses or other products and services, and such additional order forms will be additive and will not supersede, modify or cancel prior order forms unless explicitly stated on such additional order form(s). Customer's electronic acceptance, acknowledgement of this Order Form, or commencement of performance constitutes Customer's acceptance of the terms and conditions of this Order Form and the Agreement.

Fees and Payment: Customer shall pay CRED iQ the fees set forth above. Fees are based on data licensed hereunder and not actual usage. Payment obligations hereunder are non-cancelable and fees actually paid are non-refundable.

Initial Term: The initial term of the license provided under this Order Form shall commence on July 1, 2024 and continue until June 30, 2025. Notwithstanding the foregoing, if Tulsa County executes this Agreement prior to commencement date, CRED iQ will provide access at no incremental costs.

Automatic Renewal: The parties may renew the agreement for additional 1-year periods upon a mutually executed writing. The license fee for a renewal term will be at or below CRED iQ's applicable list price in effect at the time of the renewal, unless CRED iQ notifies Customer of a different price at least thirty (30) days before the end of the then-current license term. Notwithstanding anything to the contrary herein, any renewal in which volume of data licensed hereunder has decreased from the prior license term will result in re-pricing at renewal without regard to the prior license term's per-unit pricing.

Representations And Warranties: Customer represents and warrants that: (i) it has the full power to enter into the Order Form and to perform its obligations under the Order Form and Agreement; (ii) Customer's use of the products and services of CRED iQ do not

and will not infringe upon CRED iQ's and/or any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law; (iii) Customer will not disclose to CRED iQ, bring onto CRED iQ's premises, or induce CRED iQ to use any confidential or proprietary information that belongs to anyone other than CRED iQ or Customer which is not covered by a non-disclosure agreement between CRED iQ and Customer; and (iv) Customer's use of the products and services hereunder conforms to CRED iQ's specifications, Customer's quotation or proposal, and Customer's representations and warranties hereunder, and if none of the foregoing is applicable, then such Work is suitable for the intended use contemplated by CRED iQ hereunder.

Other Restrictions: Upon termination of this Agreement, Customer shall purge and otherwise delete all Confidential Information from its systems while destroying any remnants thereof elsewhere and shall provide CRED iQ with a formal written declaration of upon termination. Customer shall not sell, redistribute or otherwise circulate the data for any purpose.

DISCLAIMER

THE DATA, INFORMATION AND/OR RELATED MATERIAL ("DELIVERABLES") IS BEING SOLD IN AS-IS/WHERE-AS CONDITION. CRED-IQ MAKES NO REPRESENTATION OR WARRANTY AS TO QUALITY OR ACCURACY OF SUCH DELIVERABLES BEING PURCHASED, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, AND CRED- IQ SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, TECHNICAL PERFORMANCE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, YOU AS CUSTOMER ACKNOWLEDGE THAT YOU HAVE NOT AND ARE NOT RELYING UPON ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR UPON ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE DELIVERABLES IN ANY REGARD WHATSOEVER, AND ACKNOWLEDGE THAT CRED-IQ MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATION, WARRANTY OR GUARANTEE THAT THE PURCHASE, USE OR COMMERCIALIZATION OF ANY DELIVERABLES WILL BE USEFUL TO YOU OR FREE FROM INTERFERENCE. BY ACCEPTANCE OF THE DELIVERABLES, YOU HEREBY RELEASE CRED-IQ AND ITS AFFILIATES AND AGENTS FROM ALL CLAIMS, DAMAGES AND LIABILITY ARISING HEREUNDER.

CUSTOMER agrees to the terms and conditions set forth in this Order Form in addition to the terms and conditions set forth in of the Agreement by signing this Order Form.

MASTER SUBSCRIBER AGREEMENT

Last Revised: March 1, 2024

This Master Subscriber Agreement, together any attached addendums attached (collectively the "Addendum") and Exhibit B ("Order Form") which are each incorporated herein by reference and thus made a part of the Master Subscriber Agreement (collectively, the "**Agreement**") is a legal agreement between Fintech Data LLC, a wholly owned subsidiary of Fintech Analytics LLC d/b/a CRED iQ ("**CRED iQ**") and Customer, governing Customer's access to and use of the CRED iQ Services. If Customer is using the CRED iQ Services or creating an account on behalf of an entity, then "Customer" includes Customer and that entity, and Customer represents and warrants that the individual accepting this Agreement is an authorized representative of the entity with the authority to bind the entity to this Agreement.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF CRED iQ SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES OR RELATES TO THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

By accepting this Agreement, Customer acknowledges that Customer has read and understood this Agreement; and Customer is legally competent to enter into and agree to this Agreement. **If Customer does not comply or agree with the foregoing, Customer may not access or use the CRED iQ Services.**

THIS AGREEMENT INCLUDES (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST CRED iQ; AND (3) AN AUTOMATIC RENEWAL PROVISION. BY ACCESSING OR USING ANY OF THE CRED iQ SERVICES. CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THESE PROVISIONS.

1. DEFINITIONS.

Capitalized terms shall have the meanings set forth in this Section 1 or as otherwise defined in this Agreement.

"Account Data" means any information provided by or on behalf of Customer or any Authorized User relating to an identified or identifiable natural person.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.

"Authorized User" means an individual employee, director, officer, executive or other member of Customer's organization submitted in advance to, and expressly authorized in writing by CRED iQ to use and access the applicable CRED iQ Services.

"Beta Services" means CRED iQ services or functionality that may be made available to Customer to try at its option at no additional charge which is designated as a beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“Change in Control” means (a) the sale or disposition by an entity of all or substantially all the entity’s assets in one or a series of related transactions; (b) the merger, consolidation or acquisition of a party with, by or into another corporation, entity or person; or (c) any change in the ownership of more than fifty percent (50%) of the voting securities or other ownership interests of a party.

“Control” means direct or indirect ownership or control of more than fifty percent (50%) of the equity or ownership interests of the subject entity.

“CRED iQ Data” means any data, content or other information provided or made available by or on behalf of CRED iQ in connection with the provision or use of, or access to, the CRED iQ Services, including without limitation Export Data.

“CRED iQ Platform” means CRED iQ’s hosted application and Intellectual Property Rights providing the CRED iQ Data and all related software (in object or source code form), applications, script, code, structural hierarchies, interfaces, networks, equipment, processes, HTML code, graphics, multimedia files or text contained therein, together with any fixes, updates, enhancements and upgrades thereto.

“CRED iQ Report” means any CRED iQ Data provided to Customer via flat file or other method of transfer outside of the CRED iQ Platform .

“CRED iQ Services” or **“Services”** means (a) the CRED iQ Platform, (b) CRED iQ Report, (c) CRED iQ Export Data, (d) any other services provided by CRED iQ including services utilizing CRED iQ Data, and (e) any support and professional services to which Customer subscribes and any applicable usage limitations, in each case as set forth in the applicable Order Form and the Documentation.

“Customer” means the individual accepting the terms of this Agreement on their own behalf or on behalf of an entity by checking the box indicating acceptance of this Agreement or by executing an Order Form.

“Customer Data” means electronic data and information, including Account Data, submitted to the CRED iQ Services by or on behalf of Customer or any Authorized User, excluding the CRED iQ Services.

“Developments” means any and all ideas, knowledge, inventions, methods, information, or techniques developed or conceived as a result of providing the CRED iQ Services hereunder, including without limitation any derivative works, improvements, enhancements or extensions made to the CRED iQ Services and all Intellectual Property Rights therein and thereto throughout the world.

“Documentation” means any of CRED iQ’s proprietary documentation made available to Customer and its Authorized Users, if any, by or on behalf of CRED iQ for use with the CRED iQ Services, including any such documentation made available online, electronically, in print or otherwise.

“Effective Date” means the date Customer accepts the terms of this Agreement by checking the box indicating acceptance of this Agreement or by executing an Order Form.

“Enterprise Subscription” means a subscription to CRED iQ’s teams or enterprise product, or such other subscription as CRED iQ may indicate, in each case, as set forth on an Order Form.

“Export Data” means any data including Cred iQ Data that is made available to Customer or any of its Authorized Users for download through the CRED iQ Platform for use pursuant to the terms of this Agreement.

“Free Trial Period” means the period of time specified by CRED iQ for a free trial of the CRED iQ Platform commencing on the Effective Date.

“Intellectual Property Rights” means all rights in any patents, copyrights, mask work, rights of publicity, trademarks (whether registered or unregistered), trade dress and service marks, goodwill, trade secrets, software, databases, rights in Confidential Information and all other intellectual property and property rights that may now exist or hereafter come into existence, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“Subscription” means any subscription to CRED iQ’s products or CRED iQ Services, as applicable, as may be modified, adjusted or enhanced by CRED iQ, or such other subscription as CRED iQ may indicate, such as CRED iQ’s teams or enterprise-style product, or such other subscription as CRED iQ may indicate, in each case, as set forth on an Order Form.

“Order Form” means any mutually agreed order form between CRED iQ, on one hand, and Customer and its Affiliates, on the other hand or a written confirmation of purchase provided by email to the Customer with respect to the purchase of the CRED iQ Services.

“Usage Data” means technical logs, account and login data, data and learnings about Customer’s use of the Services (e.g., frequency of logins, API calls, errors, use of certain features, volume of Customer Data collected). For clarity, Usage Data does not include Customer Data.

2. CONSTRUCTION.

2.1 **Order Form.** This Agreement applies to those Subscriptions pursuant to one or more Order Forms that contain certain additional terms and conditions applicable to the provision of the CRED iQ Services. Upon execution by the parties, each Order Form will be incorporated into this Agreement.

2.2 **Precedence.** If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Order Form, addendum (if any), and Agreement (excluding the Annexes and Schedules).

3. ACCESS AND USE OF CRED iQ SERVICES.

3.1 **Access and Use Rights.** Subject to the terms and conditions of this Agreement, CRED iQ grants Customer and its Authorized Users a limited, revocable non-exclusive, non-transferable license to access and use the CRED iQ Services set forth in the Order Form during the Term solely for Customer’s internal business purposes and in a professional manner in accordance with any applicable Documentation.

3.2 **No Third Party Access.** For the avoidance of doubt, neither Customer nor its Authorized Users (if any) may permit any person or entity including without limitation, any of its or their third party vendors, service providers, contractors or other agents to access or use the CRED iQ Services, even if such access or use is for Customer’s internal business purposes.

3.3 **Third Party Products.** Customer may choose to use products and services not provided by CRED iQ (“**Third Party Products**”) with the CRED iQ Services and in doing so grants CRED iQ permission to interoperate with the Third Party Products as directed by Customer or the Third Party Products. Unless specified in an Order Form: (a) CRED iQ does not warrant or support Third Party Products, (b) as between CRED iQ and Customer, Customer assumes all responsibility for the Third Party Products and any disclosure, modification or deletion of Customer Data by the Third Party Products and (c) CRED iQ shall have no liability for, and Customer is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any

unavailability of the Third Party Products or any change in the ability of CRED iQ to interoperate with the Third Party Products.

3.4 Subscriptions.

- (a) **Direct User.** Customer shall engage as the direct user to such Subscription(s) requested herein.
- (b) **Authorized Users.**
 - (i) *Designation of Authorized Users.* A Customer who has purchased our Subscriptions shall be designated as the sole Authorized User for such subscription. A Customer who has purchased an enhanced Subscription specifically designed by CRED iQ for Customer shall designate (when applicable) only that number of Authorized Users as permitted under the Order Form for such Subscription. In such case, each Authorized User shall be required to create a separate account in order to access and use the CRED iQ Platform under such enhanced Subscription. Customer shall not permit more than one individual to use the CRED iQ Platform under a single account, and Customer acknowledges that the foregoing rights granted are for the unique individual associated with such single account.
 - (ii) *Obligations.* Customer is solely responsible for the activity that occurs under its account and the accounts of its Authorized Users (if any), and Customer must keep, and require its Authorized Users to keep, its and their account password secure. Customer and each Authorized User shall use “strong” passwords (e.g., passwords that use a combination of upper and lower case letters, numbers and symbols) for its account. Customer must notify CRED iQ immediately of any breach of security or unauthorized use of Customer’s or any of its Authorized Users’ account. CRED iQ will not be liable for any losses caused by any unauthorized use of Customer’s or any Authorized User’s account. Customer shall ensure that Customer’s Authorized Users are bound by and comply with the terms and conditions of this Agreement.
 - (iii) *Enhanced Subscription Transfer of Individual Account.* If Customer is an individual, then an affiliated or employer entity with any type of enhanced Subscription may assume Customer’s subscription. Upon transfer, Customer’s initial subscription will be terminated (and Customer’s account and related Customer Data will be transferred to the enhanced Subscription) and Customer will have no further payment obligations under such terminated subscription; provided that Customer’s other obligations under this Agreement will remain in force and unaffected by such transfer.
 - (iv) *Ownership of Employer Account; Cessation of Organizational Relationship.* Regardless of whether any enhanced Subscription is in effect, if Customer is an individual and Customer’s account (a) is paid for by an employer or other entity (in the case of an independent contractor), (b) was created at the request of an employer or other entity, (c) uses a work-sponsored email address, (d) is administered by an employer or other entity, or (e) otherwise reasonably appears to CRED iQ as controlled by an employer or other entity, CRED iQ will consider Customer’s account and all information associated therewith as property of such employer or other entity as the ultimate account holder. Upon the cessation of Customer’s employment or contract for any reason, Customer will be required to create a new account and purchase a new subscription to continue to access the CRED iQ Services, and CRED iQ may block or discontinue access rights associated with any former employer or company account.

3.5 Affiliate Use.

- (a) **Access by Affiliates.** Customer shall not provide access and use rights to the CRED iQ Services to one or more Customer Affiliates without the prior written consent of CRED iQ, and subject to all terms in this Agreement. In the event CRED iQ provides written authorization to allow Customer to grant such access and use rights to Customer Affiliates, then Customer acknowledges and understands that it will be wholly responsible for the acts and omissions of the Customer Affiliate. No Customer Affiliate shall have the right to take any legal action against CRED iQ under this Agreement or any Order Form hereunder who has not entered into a direct Order Form with CRED iQ under Section 3.6(b) (Separate Affiliate Order Forms) below. If Customer is permitted to provide an Affiliate with access to any part of the Services, Customer will ensure that such Affiliate complies with all provisions of the Agreement applicable to Customer as if they were its own.
- (b) **Separate Affiliate Order Forms.** Subject to CRED iQ and a Customer Affiliate executing a mutually agreed upon Order, Customer Affiliates may separately purchase the CRED iQ Services by entering into an Order Form that references this Agreement directly with CRED iQ. Customer Affiliates who have a direct Order Form with CRED iQ may purchase additional access and use rights.

3.6 Restrictions. Customer and its Authorized Users shall not, and shall not permit any third party, including any third party providing services or technology to or for the benefit of Customer, to:

- (a) copy, distribute, attempt to get unauthorized access to, or disclose any part of the CRED iQ Services in any medium, including any automated or non-automated “scraping” of CRED iQ Data;
- (b) use any automated system, invasive or artificial engineering type activity (including but not limited to “robots,” “spiders,” and “offline readers”) to access the CRED iQ Services in a manner that sends more request messages to the CRED iQ servers than a human can reasonably produce in the same period of time by using a conventional online web browser;
- (c) reverse engineer, decompile, disassemble or otherwise attempt to access the source code or underlying ideas or algorithms of the CRED iQ Services;
- (d) modify, adapt, reproduce or create derivative works based on the CRED iQ Services (including any CRED iQ Services or Documentation);
- (e) rent, lease, distribute, sell, resell, assign, license, sublicense or otherwise transfer its rights to access or use the CRED iQ Services;
- (f) use the CRED iQ Services for timesharing or service bureau purposes or otherwise for the benefit of a third party;
- (g) remove any proprietary notices from the CRED iQ Services or any other CRED iQ materials furnished or made available hereunder;
- (h) use the CRED iQ Services to develop any similar or competitive service, or other information resource of any kind (print, electronic or otherwise) for sale to, distribution to, display to or use by others;
- (i) use the CRED iQ Services, transmit through or store on the CRED iQ Platform, in violation of (i) any ethical standards, (ii) any third-party right known, or that should have been known, to Customer, or (iii) any federal, state, or local law, rule, or regulation;

- (j) take any action that imposes, or may impose (as determined by CRED iQ in its sole discretion) an unreasonable or disproportionately large load on the CRED iQ infrastructure;
- (k) upload invalid data, viruses, worms, or other harmful software code, files, scripts or agents through the CRED iQ Services;
- (l) monitor data or traffic without permission, interfere or disrupt networks connected to any CRED iQ Service, or interfere with the ability of others to access or use the CRED iQ Services;
- (m) bypass the measures CRED iQ may use to prevent or restrict access to the CRED iQ Services, including features that prevent or restrict use or copying of any CRED iQ Services or enforce limitations on access to or use of the CRED iQ Services;
- (n) share login information for the CRED iQ Services, allow more than one individual to use the CRED iQ Services under a single account pursuant to this Agreement or otherwise use the CRED iQ Services in a manner that exceeds the limits or constitutes excessive or abusive usage; or
- (o) use the CRED iQ Services and/or Subscription to obtain unauthorized access to CRED iQ Data or Confidential Information or other proprietary information and/or services provided hereunder that would otherwise have required Customer to pay additional Fees, infringe upon or jeopardize the rights and protections of CRED iQ or otherwise be in violation of the intent and purpose of this Agreement.
- (p) obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Customer warrants that neither it nor any Affiliate to which Customer provides access to the Services is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to CRED iQ , it will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

3.7 Free Trial.

- (a) **Free Trial Period.** Each Customer may sign up for one free trial to use the CRED iQ Platform by completing the free trial form on the CRED iQ website and checking the box indicating Customer's acceptance of this Agreement. Upon such completion and acceptance of the Agreement, Customer will have access to and use of the CRED iQ Platform until the earlier of (a) the end of the Free Trial Period, (b) the start of any paid subscription for the CRED iQ Services, or (c) termination by CRED iQ, in its sole discretion. For the avoidance of doubt, no Customer may sign up for more than one free trial to use the CRED iQ Platform.
- (b) **Conversion to Annual Subscription.** Upon conversion to a paid subscription by submitting payment of the required Fees as set forth in an Order Form, Customer's access to and use of the CRED iQ Platform shall continue to be governed by this Agreement regardless of whether Customer is required to re-consent to the terms of this Agreement. For the avoidance of doubt, in the event this Agreement terminates for Customer's failure to upgrade to a paid subscription, the provisions of Section 8.5 shall apply.
- (c) **Limitations.** The following provision only applies to Customers granted access to a free trial to use the CRED iQ Platform: CUSTOMER UNDERSTANDS AND HEREBY AGREES THAT IF CUSTOMER DOES NOT UPGRADE INTO A FEE-PAYING SUBSCRIPTION FOR THE CRED iQ PLATFORM ON OR PRIOR TO THE LAST DAY OF THE FREE TRIAL PERIOD,

ANY AND ALL ACCESS RIGHTS TO THE CRED iQ PLATFORM WILL TERMINATE AS OF THE END OF SUCH FREE TRIAL PERIOD AND ANY AND ALL CUSTOMER DATA WILL NO LONGER BE ACCESSIBLE BY CUSTOMER. CRED iQ RESERVES THE RIGHT TO TERMINATE CUSTOMER'S FREE TRIAL PERIOD AT ANY TIME FOR ANY REASON IN CRED iQ'S SOLE DISCRETION.

3.8 Beta Services. From time to time, CRED iQ may make Beta Services available to Customer. Customer may accept or decline Beta Services. Any use of the Beta Services is subject to any and all terms and conditions established by CRED iQ from time to time and which are available for review on our website.

3.9 Customer Certification. Customer hereby acknowledges, understands that it is seeking access to restricted reports and data online pursuant to this Agreement and as a condition thereof, Customer certifies that it is either (i) a qualified institutional buyer such as a permitted investor in the securities included in any libraries for which it is requesting access from CRED iQ, as such status is described in the additional terms and conditions on the attached Exhibit A Order Form, or (ii) an accredited investor in accordance with Regulation D of the Securities Act of 1933 and resulting Securities and Exchange Commission regulations. Customer shall not use or disclose any of the information it receives from CRED iQ hereunder in any matter which could result in a violation of any provision of the Securities Act of 1933 as amended, and the Securities Exchange Act of 1934 as amended, or would otherwise require registration pursuant to section 5 of the Securities Act of 1933 as amended.

4. PROPRIETARY RIGHTS.

4.1 Customer Proprietary Rights.

- (a) **Ownership**. Except for the rights granted herein, as between Customer and CRED iQ, Customer owns all legal right, title and interest in and to the Customer Data and directly related Intellectual Property Rights therein.
- (b) **License and Usage**. Notwithstanding anything in this Agreement to the contrary, during the Term Customer hereby grants CRED iQ a non-exclusive, worldwide right and license to Customer Data to copy, use, modify, distribute, display and disclose to operate and provide the CRED iQ Services. CRED iQ may aggregate and de-identify Customer Data in connection with providing the CRED iQ Services (provided that Customer is not identifiable as the source) ("**Aggregated Data**") and collect and use Usage Data in order to provide the CRED iQ Services to Customer and to monitor, analyze, develop upon, maintain, and improve the CRED iQ Services. CRED iQ agrees not to use, collect, disclose, sell or process any Customer Data, except to (i) exercise the rights and obligations permitted under this Agreement, and (ii) comply with applicable laws.

4.2 CRED iQ Proprietary Rights.

- (a) **Ownership**. Customer hereby understands, acknowledges and agrees that CRED iQ owns all legal right, title and interest in and to (i) the CRED iQ Services (including the CRED iQ website(s)), (ii) Aggregated Data, (iii) Usage Data, (iv) the Developments (including Developments resulting from any work performed to customize any CRED iQ Service for Customer), (v) CRED iQ trademarks, service marks, copyrights, trade secrets and other proprietary information, and all Intellectual Property Rights in each of the foregoing ("**CRED iQ Intellectual Property**"). Nothing in this Agreement transfers or conveys to Customer any ownership interest in or to the CRED iQ Intellectual Property.
- (b) **Assignment**. If Customer or any Authorized User is ever held to have any right, title or interest in or to any CRED iQ Service or any Developments, Customer hereby assigns, and

shall procure that each of its Authorized Users assigns, to CRED iQ all such right, title, and interest, including all Intellectual Property Rights therein, and shall assist CRED iQ in perfecting such rights and obtaining assignments of such rights from.

- (c) **Feedback.** Customer hereby assigns to CRED iQ all right, title and interest in and to all Customer's and its Authorized Users' suggestions, ideas, feedback, reports, error identifications or other information related to the operation of the CRED iQ Services or Customer's and any Authorized User's use and evaluation thereof, provided that none of the foregoing contain any Customer Data (collectively, "**Feedback**"), including all Intellectual Property Rights therein, and shall assist CRED iQ in perfecting such rights and obtaining assignments of such rights from all individuals involved in generating the Feedback.

5. **CRED IQ OBLIGATIONS.**

- 5.1 **Personnel.** Customer will be responsible for the performance of its personnel (including employees and contractors) in compliance with the Agreement.
- 5.2 **Security.** Customer acknowledges and agrees that CRED iQ's collection, storage, use, and disclosure of Customer Data is governed by the [Privacy Policy](#), which is incorporated herein by reference. Notwithstanding the foregoing, CRED iQ does not warrant that the CRED iQ Services are completely free from all bugs, errors, or omissions, or will ensure complete security.

6. **CUSTOMER OBLIGATIONS.**

- 6.1 **Hardware.** Customer is solely responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access and use the CRED iQ Services, and for paying all third-party fees and access charges (e.g., ISP, telecommunications) incurred by or on behalf of Customer while using any CRED iQ Service.
- 6.2 **Conduct.** Customer represents and warrants that Customer and its Authorized Users (if any):
- (a) will abide by all applicable law and governmental regulations applicable to Customer's (and its Authorized Users') use of the CRED iQ Services;
 - (b) have all necessary rights to provide and use any Customer Data provided or made available to CRED iQ in connection with Customer's use of any CRED iQ Services and that CRED iQ's use thereof as contemplated by this Agreement will not violate any right of any third party or any law, rule, or regulation; and
 - (c) will not provide any Customer Data in violation of any fiduciary duty, duty of confidentiality, or contractual obligation;
 - (d) if it is requesting access or subscribing to the United States CMBS Library, by registering on the CRED iQ platform for services and viewing and using the information provided therein, then Customer is certifying that it is a holder of the securities noted in the information or a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) of the securities or an "accredited investor" (as defined in Regulation D under the Securities Act of 1933) (or is acting on behalf of a holder or a "qualified institutional buyer" or an "accredited investor" of the securities) or are otherwise qualified to have access to and receive the information,
- 6.3 **Customer Data.** Customer is solely responsible for any Customer Data and other information that Customer (or any of its Authorized Users) makes available to CRED iQ and to the CRED iQ Platform and that the CRED iQ Platform is a passive conduit. Customer shall notify CRED iQ if

Customer becomes aware that any CRED iQ Service is being used for any illegal or unauthorized purpose.

- 6.4 Audit. During the Term and for a period of not less than twelve (12) months after the termination or expiration of this Agreement, if CRED iQ has reasonable grounds to believe that Customer is in violation of its obligations hereunder, upon reasonable notice and during usual business hours, Customer agrees to allow CRED iQ, or its designated third party (under confidentiality provisions no less stringent than those set forth in this Agreement), to audit those relevant facilities, systems, procedures, records, or data logs, of Customer, as necessary to ensure Customer's (and its Authorized Users') compliance with the terms of this Agreement. Customer will reasonably cooperate with CRED iQ in such audit and will promptly make available to CRED iQ all information and materials reasonably required by CRED iQ to conduct such an audit. In the event that any audit by CRED iQ or its designee reveals a material issue of noncompliance with this Agreement, Customer will bear (and if applicable, shall reimburse CRED iQ for) all deficiencies and reasonable costs and expenses of such audit(s) or, at CRED iQ's option, add such amount to future payments due to CRED iQ.

7. **FEES AND TAXES.**

- 7.1 Fees. In consideration for the provision of the CRED iQ Services to Customer, Customer shall pay CRED iQ the subscription fees applicable to such access and use set forth in the applicable Order Form(s) ("**Fees**"). Customer is not entitled to any refund of fees paid or relief from fees due if the volume of CRED iQ Services Customer actually uses is less than the volume Customer ordered, and Customer may not carry over any of the unused volume to Customer's next Term.
- 7.2 Payment. Unless specified otherwise in the applicable Order Form, Customer will make all payments of Fees that are not the subject of a good faith dispute within thirty (30) days of receipt of CRED iQ's invoice, and without set-off, counterclaim or deduction. All Fees are stated and payable in US dollars. Payment obligations for use of the CRED iQ Services are non-cancelable and Fees paid are non-refundable.
- 7.3 Payment Card Authorization. If Customer provides its payment by way of credit card or debit card, Customer hereby grants permission to CRED iQ to charge all Fees due and owing to such credit card or debit card, including Fees with respect to renewals of subscriptions for a CRED iQ Service in accordance with this Agreement on the date on which such Fees are due. Customer represents that it is the card holder of any credit card or debit card that it provides to CRED iQ for payment(s), or that Customer is duly authorized to provide the consent to use such credit card or debit card as set forth in this Section 7.
- 7.4 Taxes. County willing to provide documentation of sales tax exempt status upon request.
- 7.5 Changes to Fees. During the term of a Service CRED iQ may increase or adjust the basis for calculating the Fees for each Service annually ("Annual Adjustment") by providing Customer at least 90 days prior written notice. If CRED iQ increases the Fees by more than 5% , Customer may terminate the affected Service by notifying CRED iQ within 30 days of the date of CRED iQ's notice. Termination of such Service is effective on the date when the increase or adjustment takes effect.
- 7.6 Excess Use. Access to the Services is limited to the scope set forth on the applicable Order Form. In the event that the Customer's scope of use exceeds the limits set out in the Order Form (such as the number of Users, transactions (including returns), entities, and/or territories) CRED iQ shall be entitled to charge additional Fees for the excess use at the rates set out in the Order Form or at the then current CRED iQ pricing, whichever is greater (which additional Fees shall be a one-time adjustment for perpetual licenses and pro-rated for subscription licenses for the remainder of the initial term or renewal term, as applicable).

8. **TERM; TERMINATION; SUSPENSION.**

- 8.1 **Term of Agreement.** This Agreement shall commence as of the Effective Date and continues until the end of the Free Trial Period (if applicable and referenced in the Exhibit B Order Form hereto) or unless terminated under its terms, and except as otherwise provided in this Section 8.
- 8.2 **Term of Order Forms.** The term of each subscription of the CRED iQ Services shall be as specified in the applicable Order Form ("**Subscription Term**"). The subscription fee for a Renewal Term will be at or below CRED iQ's applicable list price in effect at the time of the renewal unless CRED iQ notifies Customer of a different price at least thirty (30) days before the end of the applicable Term. Notwithstanding anything to the contrary herein, any renewal in which subscription volume for any CRED iQ Services has decreased from the prior Term will result in re-pricing at renewal without regard to the prior Term's per-unit pricing.
- 8.3 **Termination Rights.** In the event that CRED iQ elects to terminate this Agreement or any Order Form for cause in accordance with this Section 8.3, Customer will not be entitled to any refund, regardless of the remaining duration of the Term.
- (a) **Termination by Either Party.** Either party may terminate this Agreement (i) on sixty (60) days' prior notice to the other as referenced in section 8.2 above or (ii) for a material breach by the other party that remains uncured for thirty (30) days after its receipt of written notice of such breach from the non-breaching party.
- (b) **Termination by CRED iQ.**
- (i) *Immediate Termination for Customer's Breach of Certain Rights.* CRED iQ may immediately terminate this Agreement and any Order Form(s) then in effect, in the event of any breach or alleged breach by Customer of Sections 3 (Access and Use of CRED iQ Services) or 4.2 (CRED iQ Proprietary Rights).
- (ii) *Termination for Customer's Change of Control.* CRED iQ may immediately terminate this Agreement upon written notice to Customer if Customer is a party to a Change in Control in connection with any of CRED iQ's competitors, as determined in CRED iQ's sole discretion.
- (iii) *Termination for Applicable Law, Data Supplier, or Privacy Concern.* Upon reasonable notice to Customer, CRED iQ may withdraw or decline to provide any CRED iQ Services to Customer in order to comply with any requirements imposed by any third party data suppliers, applicable law, or in the event Customer's use of the CRED iQ Services is the subject of a substantial, adverse or documented consumer reaction related to consumer privacy issues. In the event that there is any change in any of the foregoing that (1) renders fulfillment of an Order Form illegal; (2) causes a substantial reduction in CRED iQ's reasonably expected economic benefits under the Order Form; or (3) substantially or commercially unreasonably increases the burden of CRED iQ's performance under such Order Form, CRED iQ may terminate the applicable Order Form upon thirty (30) days prior written notice to the other Party, without any further liability for Fees, other than for amounts due to CRED iQ for CRED iQ Services provided through the effective date of termination.
- (c) **Termination of a CRED iQ Service by Customer.** If Customer terminates any CRED iQ Service at the end of a Term and continues other CRED iQ Services in a subsequent Term, Customer shall be responsible for deletion of the CRED iQ Data provided pursuant the discontinued CRED iQ Service in accordance with Section 9.5 (Destruction or Return of Confidential Information).

8.4 Suspension Rights.

- (a) **Material Breach.** If Customer has not cured a material breach within the applicable cure period, then CRED iQ may, on not less than five (5) business days' prior written notice to Customer, in its sole discretion, and without prejudice to its other rights, until such breach has been cured in full, suspend performance of some or all of CRED iQ's obligations to provide the CRED iQ Services under this Agreement.
- (b) **Threat.** If CRED iQ or CRED iQ's third party data suppliers, acting reasonably in the circumstances then known to CRED iQ, determines that Customer's or any of its Authorized Users' use of the CRED iQ Services poses an imminent threat to the security or integrity of (i) any Customer Data or the data of any other CRED iQ customer, or (ii) the CRED iQ Data or provision of the CRED iQ Services to Customer or any other CRED iQ customer (collectively, a "**Threat**"), then CRED iQ may suspend Customer's and its Authorized Users' use of the CRED iQ Services until the Threat is resolved and CRED iQ is able to restore the CRED iQ Services for Customer.

8.5 Effect of Termination. Upon the expiration or earlier termination of this Agreement for any reason, whether by Customer or CRED iQ: (a) all licenses granted to Customer hereunder shall terminate and Customer will have no rights to access or use any portion of the CRED iQ Service, including any Documentation or CRED iQ Data; (b) Customer shall immediately cease accessing and using the CRED iQ Service; and (c) Customer will comply with Section 9.6 (Destruction or Return of Confidential Information). All terms which by their nature should survive the expiration or termination of this Agreement shall so survive, including Sections 1 (Definitions), 3.7 (Restrictions), 4 (Proprietary Rights), 8.3 (Termination of the Agreement), 8.3(b)(ii) (Termination of a CRED iQ Service), 8.5 (Effect of Termination), 9 (Confidentiality), and 15 (General).

9. CONFIDENTIALITY.

- 9.1 Definition. Each of the parties shall maintain in confidence any non-public, confidential or proprietary information disclosed by or on behalf of the other party, whether disclosed before or during the Term, whether disclosed orally or disclosed or accessed in written, electronic or any other form or media, whether tangible or intangible, and whether or not marked, designated, or otherwise identified as "confidential" ("**Confidential Information**"). CRED iQ's "Confidential Information" includes, without limitation, the CRED iQ Services (including without limitation the Documentation and CRED iQ Data), the terms of this Agreement and any negotiations between Customer and CRED iQ regarding use of the CRED iQ Services (including, without limitation, any Fees payable thereunder). For the avoidance of doubt, Usage Data shall constitute CRED iQ's Confidential Information.
- 9.2 Nondisclosure. The receiving party (and Customer's Authorized Users if Customer is the receiving party) shall not disclose, use, transmit, inform or make available to any third party any Confidential Information of the disclosing party, and shall not use any Confidential Information of the other party except as necessary in order to perform its obligations or exercise its rights under this Agreement. Each party shall take all actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information of the other party and such other party's respective rights therein, at all times exercising at least the same degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care.
- 9.3 Exclusions. Except with respect to CRED iQ Data and Account Data, Confidential Information shall not include any information that is (a) already rightfully known to the receiving party at the time of the disclosure; (b) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (c) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party that rightfully acquired such information; or (d) communicated to a third party with the express written consent of the disclosing party.

- 9.4 Legally Required Disclosure. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to applicable law, a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the disclosing party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.
- 9.5 Data Protection Agreement. To the extent the parties execute a Data Protection Agreement (“DPA”) due to the processing of Personal Data (as defined in the DPA) which may be contained in Customer Data or Customer Confidential Information that is processed by CRED iQ in its provision of the CRED iQ Services, the terms of such DPA shall be incorporated into this Agreement by reference.
- 9.6 Destruction or Return of Confidential Information. Upon expiration of the Free Trial Period (if applicable) or Term, or earlier termination of this Agreement for any reason, the Customer shall immediately (i) cease to download CRED iQ Data and Information, (ii) destroy and/or delete any Information and CRED iQ Data it possesses in raw format, and (iii) immediately and diligently return to CRED iQ, or otherwise purge and destroy (with proof and written certification of the same to the satisfaction of CRED iQ), all copies and versions of the CRED iQ’s Confidential Information. Customer shall certify in writing signed by an officer of Customer in the form provided by CRED iQ that all Confidential Information has been returned or destroyed. In the event that Customer fails to comply with the foregoing obligation to return or destroy CRED iQ Data, Customer shall be deemed to be continuing to use and benefit from receiving the CRED iQ Service or other services provided by CRED iQ hereunder and shall pay CRED iQ the Fees ordinarily and reasonably charged by CRED iQ for such Services and the CRED iQ Data until such time as such CRED iQ Data is destroyed by Customer or returned to CRED iQ, in addition to exercising any other remedies CRED iQ may have available at law or in equity.

10. MODIFICATIONS; UPDATES.

- 10.1 Modifications to the CRED iQ Services. CRED iQ shall have no liability to Customer for any modification to any CRED iQ Service, provided that the product or service provided materially conforms to the description in the Order Form and Documentation.
- 10.2 CRED iQ Data Updates. CRED iQ Data provided to Customer may be updated on an ongoing basis and provided according to the criteria used to define the scope of the CRED iQ Services. Customer understands and acknowledges that the contents of CRED iQ Data will change over time as the data is updated, and that at any given time, Customer has a right to access and use the CRED iQ Data to which it is subscribed as it exists at that time. Certain portions of the CRED iQ Services may be provided by CRED iQ’s third-party licensors, and CRED iQ’s ability to provide such information may be subject to the willingness of such licensors to continue to contract with CRED iQ.

11. WARRANTY DISCLAIMER.

CUSTOMER ACKNOWLEDGES THAT THE CRED iQ SERVICES (INCLUDING BETA SERVICES) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRED iQ, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL, AND MAKE NO, WARRANTIES OF ANY KIND (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO THE CRED iQ SERVICES, INCLUDING, WITHOUT LIMITATION, THE CONDITIONS OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR LOSS OF DATA. CRED iQ FURTHER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATING TO ANY THIRD-PARTY SITES LINKED TO/ FROM THE CRED iQ SERVICES. CRED iQ DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CRED iQ SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION OF THE

CRED iQ SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. CRED iQ NEITHER ENDORSES THE CONTENTS OF ANY CUSTOMER DATA NOR ASSUMES ANY RESPONSIBILITY FOR ANY INFRINGEMENT OF THIRD PARTY RIGHTS ARISING THEREFROM OR ANY CRIME FACILITATED THEREBY. EXCEPT AS OTHERWISE AGREED TO BY CRED iQ, CRED iQ IS NOT OBLIGATED TO PROVIDE CUSTOMER WITH ANY UPDATES TO THE CRED iQ SERVICES BUT MAY ELECT TO DO SO IN ITS SOLE DISCRETION. CUSTOMER ASSUMES SOLE RESPONSIBILITY AND ENTIRE RISK AS TO THE SUITABILITY AND RESULTS OBTAINED FROM USE OF THE SERVICES, AND ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE INFORMATION CONTAINED IN OR GENERATED BY THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF THE SERVICES. IN NO EVENT SHALL CRED iQ OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST OR TAXES ASSESSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY

CUSTOMER UNDERSTANDS THAT CRED iQ IS AN AGGREGATOR AND PROVIDER OF INFORMATION (INCLUDING OPINIONS) FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE FINANCIAL, TAX AND ACCOUNTING, LEGAL OR OTHER PROFESSIONAL ADVICE. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND CRED iQ IS NOT RESPONSIBLE FOR THESE OPINIONS. LIKEWISE, CRED iQ IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS OF CUSTOMER, OR ANYBODY ACCESSING THE SERVICES THROUGH CUSTOMER, THAT ARE MADE IN RELIANCE ON THE SERVICES, INCLUDING DECISIONS RELATING TO THE SALE AND PURCHASE OF INSTRUMENTS OR LEGAL, COMPLIANCE AND/OR RISK MANAGEMENT DECISIONS. CUSTOMER AGREES THAT IT USES THE SERVICES AT ITS OWN RISK IN THESE RESPECTS.

12. INDEMNIFICATION.

N/A

13. LIMITATION OF LIABILITY.

- 13.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CRED iQ, TOGETHER WITH ALL OF ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED (A) THE GREATER OF TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE OR (B) ONE THOUSAND DOLLARS (\$1,000). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
- 13.2 Limitation on Consequential Damages. UNDER NO CIRCUMSTANCES SHALL CRED iQ, OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE CRED iQ SERVICES, EVEN IF CRED iQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.3 Exceptions. The limitations set forth in Section 13.1 and 13.2 do not apply to CRED iQ's (i) willful misconduct or gross negligence, or (ii) liability or loss which may not be limited by applicable law.
- 13.4 General. Each party agrees that these exclusions and limitations shall apply even if this Agreement or any limited remedy specified herein is found to have failed of its essential purpose. These limitations are integral to the calculation of fees in connection with the license of the CRED iQ

Services, and were CRED iQ to assume any further liability, such consideration would out of necessity have been substantially increased.

14. **COMMUNICATIONS CONSENT.**

Customer agrees that CRED iQ may contact Customer via email, telephone or text messages using the contact information provided by you or on your behalf in connection with your use of the CRED iQ Services, including for marketing purposes. Customer also understand that you may opt out of receiving such marketing communications from CRED iQ at any time by contacting support@CRED-IQ.com. If Customer does not choose to opt out, CRED iQ may contact you as described herein.

15. **GENERAL.**

15.1 **Remedies.** Customer acknowledges and agrees that the CRED iQ Services have been developed at significant cost and have significant commercial value to CRED iQ, and that CRED iQ may suffer irreparable harm as a result of any breach of this Agreement for which monetary damages would not be an adequate remedy. Therefore, in addition to all other remedies available at law or otherwise (which CRED iQ does not waive by the exercise of any rights hereunder), CRED iQ will be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and Customer hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

15.2 **Publicity.** CRED iQ may refer to Customer as one of its customers and use Customer's logo as part of such reference. With Customer's prior written approval, including if specified in the applicable Order Form, (i) CRED iQ may either (a) issue a press release announcing the relationship between CRED iQ and Customer, or (b) submit a joint press release to Customer for Customer's approval, such approval not to be unreasonably withheld or delayed; and (ii) Customer will be a reference account for CRED iQ; provided, however, that CRED iQ will provide Customer with reasonable notice and obtain Customer's consent before scheduling any reference calls or site visits.

15.3 **Modifications to this Agreement.** All modifications to the Agreement shall be in writing and signed by both parties except that CRED iQ may modify the terms and conditions of this Agreement (which may include changes to CRED iQ Services pricing and plans) from time to time with notice to Customer in accordance with Section 8.2 (Term of Order Forms), this Section 15.3, and Section 15.4 (Notices).

(a) **Free Trial.** If Customer has a Free Trial, any modifications will become effective immediately, and if Customer objects to the modifications, its exclusive remedy is to terminate this Agreement and cease using the CRED iQ Services.

(b) **Paid Subscription.** Unless a shorter period is specified by CRED iQ (e.g., due to changes in the law or exigent circumstances), the modifications become effective upon renewal of Customer's current Term or entry into a new Order Form. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the CRED iQ Services, and, in such event, continued use of the CRED iQ Services after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

15.4 **Notices.** All notices permitted or required under this Agreement shall be in writing. If to CRED iQ, notices must be provided to the address set forth below in this Section 15.4, and shall be deemed to have been received (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is

deposited in the mail. If to Customer, CRED iQ may provide notice to Customer's email address on file or through the CRED iQ Services and such notices shall be deemed to have been received upon delivery. Either party may update its address with notice to the other party.

Notice to CRED iQ CRED iQ
 Attention: Michael Haas, CEO
 985 Old Eagle School Road, Suite 519
 Wayne, PA 19087

- 15.5 Assignment. Neither party may assign this Agreement, or any of its rights or obligations hereunder, without the other party's prior written consent, provided, however, that CRED iQ may assign this Agreement, in whole or in part, without Customer's prior written consent (a) to one of its affiliates, or (b) to any entity that acquires (whether by merger, reorganization, acquisition, sale or otherwise) all or substantially all of the business or assets of CRED iQ to which this Agreement relates. Any assignment made in violation with this Section 15.5 shall be void, and this Agreement shall benefit and bind the permitted successors and assigns of the parties.
- 15.6 Relationship of Parties. CRED iQ and Customer's relationship is solely that of independent contractors, and this Agreement will not establish any partnership, joint venture, employment, franchise or agency between CRED iQ and Customer. Neither CRED iQ nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 15.7 Export Control. Customer understands and acknowledges that the CRED iQ Services are subject to regulation by agencies of the United States, including, but not limited to, the U.S. Department of Commerce, which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of CRED iQ to provide the CRED iQ Services shall be subject in all respects to such laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including without limitation the U.S. Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the U.S. Department of Commerce, Bureau of Export Administration. Customer represents and warrants that Customer will comply with the U.S. Export Administration Regulations and other laws and regulations governing exports in effect from time to time.
- 15.8 U.S. Government-Restricted Rights. If a CRED iQ Service is licensed to the United States government or any agency thereof, then such CRED iQ Service will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of a CRED iQ Service and any accompanying Documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.
- 15.9 Governing Law; Jurisdiction; Dispute Resolution; Arbitration.
- (a) **Governing Law.** This Agreement will be construed and enforced exclusively in accordance with the internal substantive laws of the State of Oklahoma and the United States applicable to contracts made and performed entirely in Oklahoma (without regard to principles of conflicts of law that would result in the application of the laws of another state). The United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.
- (b) **Dispute Resolution.** Customer agrees that in the event of any dispute, controversy or claim (including the determination of the scope or applicability of this agreement to arbitrate) (each, a "**Claim**") between Customer and CRED iQ, Customer will first contact CRED iQ and make a good faith sustained effort to resolve the dispute before resorting to more formal means of

resolution, including without limitation any court action except in the event CRED iQ reasonably believes other action is required to reasonably protect the CRED iQ Services and/or any other proprietary right of CRED iQ..

(c) **Arbitration Agreement.**





- (i) After the informal dispute resolution process, any remaining Claims relating in any way to Customer's use of the CRED iQ Services, or relating in any way to the communications between Customer and CRED iQ or any other user of the CRED iQ Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to Customer and CRED iQ. However, this arbitration agreement does not (a) govern any Claim by CRED iQ for infringement of its Intellectual Property Rights or use of or access to a CRED iQ Service that is unauthorized or exceeds authorization granted in this Agreement or (b) bar Customer from making use of applicable small claims court procedures in appropriate cases. If Customer is an individual, Customer may opt out of this arbitration agreement within thirty (30) days of the date on which Customer first accesses or uses a CRED iQ Service by following the procedure described below.
- (ii) Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the Claim is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. Customer agrees that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that Customer and CRED iQ are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of this Agreement.
- (iii) If Customer wishes to begin an arbitration proceeding, after following the informal dispute resolution procedure set forth in Section 15.9(b), Customer must send a letter requesting arbitration and describing its claim to Co-Founder, Managing Partner, 985 Old Eagle Road, Suite 519, Wayne, PA 19087. Any controversy, claim or dispute (including the determination of the scope or applicability of this agreement to arbitrate) between the Parties relating to or arising from this Agreement (each, a "Dispute") and all related or resulting arbitration proceedings shall be submitted to and shall only occur exclusively in the State of New Jersey to be conducted under JAMS, who will adhere to the procedure established by JAMS (either the "Comprehensive Arbitration Rules" for claims over \$250,000, or the "Streamlined Arbitration Rules" for claims under \$250,000). The arbitrator shall apply New Jersey law, without reference to rules of conflicts of law or rules of statutory interpretation, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties are to share costs and the arbitrator's costs equally. Each party shall remain responsible for its own attorneys' fees. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award. If either party refuses to perform any or all of its obligations under the final arbitration award within thirty (30) days of such award being rendered, then the other party may confirm or enforce the final award in any court of competent jurisdiction in New Jersey. The parties hereto agree that any arbitration proceedings, testimony or discovery, along with any documents filed or otherwise submitted in the course of any such proceedings (and including the fact that the arbitration is even being conducted), shall be confidential and shall not be disclosed to any third party except to the arbitrator and their staff, the parties' attorneys and their staff and any experts retained by the parties, or as required by law. Notwithstanding the foregoing, a party may disclose limited information if required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder.

- (iv) The number of arbitrators will be one, and such arbitrator has at least ten years' experience in commercial litigation in the software industry. The arbitration will be conducted in the English language. For the avoidance of doubt, the parties understand and hereby agree that any decision of an arbitration proceeding under this Paragraph may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedure. Notwithstanding the parties' agreement to submit all Claims to final and binding arbitration, CRED iQ shall have the right to obtain temporary or preliminary injunctive relief in any court having jurisdiction thereof. The parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located within the State of New Jersey for the purposes referenced in the immediately preceding sentence and waive any objection to the venue of any proceeding in such court or the defense that such court is an inconvenient forum.
 - (v) The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by this Agreement, Each Party either (i) acknowledges and agrees that they have read and understand the JAMS rules; or (ii) waive the opportunity to read the JAMS rules and any claim that the JAMS rules are unfair or should not apply for any reason. Each Party will pay its own attorneys' fees, witness fees and all other costs and fees that it incurs in connection with the arbitration, except that the parties will share equally in the cost of all JAMS filing or administrative fees, and any additional fees unique to arbitration. The arbitrator will not otherwise have authority to award any attorneys' fees, witness fees or other costs and fees unless a statute or contract at issue in the dispute authorizes the award of such costs and fees to the applicable prevailing Party, in which case the arbitrator shall have the authority to make an award of such costs and fees to the full extent permitted by applicable law. If there is a dispute as to who is the prevailing Party, the arbitrator will decide such issue.
 - (vi) The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any Claim relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to Section 15.9(d) (Class Action Waiver) below. The arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Claim; and (ii) the authority to grant any remedy that would otherwise be available in a court of competent jurisdiction. The arbitrator may only conduct an individual arbitration and may not consolidate a Claim with the claims of any other individual who is not a party to this Agreement.
 - (vii) If Customer does not want to arbitrate Claims with CRED iQ and Customer is an individual, Customer may opt out of this arbitration agreement by sending an email to support@cred-iq.com within thirty (30) days of the date on which Customer first accesses or uses a CRED iQ Service.
- (d) **Class Action Waiver.**
- (i) Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

- (ii) If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, Customer and CRED iQ each waive any right to a jury trial.

- 15.10 **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
- 15.11 **Severability.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible, and such holding will not affect the remaining terms. The invalid, unenforceable, or void provision will be deemed amended or replaced by a valid, legal, and enforceable provision that matches the intent of the original language as closely as possible.
- 15.12 **Force Majeure.** Except for payment obligations, neither party shall be in default if its failure to perform any obligation under this Agreement is caused by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third-party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.
- 15.13 **Entire Agreement; Conflicting Terms.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, and (2) this Agreement. The parties agree that any term or condition stated in any Customer purchase order or in any other of Customer's order documentation (excluding Order Forms) is null and void.

SIGNED AND AGREED TO BY THE PARTIES:

Customer entity: Tulsa County	CRED iQ CRED iQ
Address: 218 W. 6th Street, Tulsa, OK 74119	Address: 985 Old Eagle Road, Suite 519 Wayne, PA 19087
Signature: 	Signature: 
Name: <u>Stan Sallee</u> Authorized Representative and Officer Attest:   Michael Willis, County Clerk	Name and title: MICHAEL HAAS, CEO
Date of signature: 6/3/2024	Date of signature: 5/29/24