

SharperLending Solutions, LLC

Addendum for Access to CreditXpert Platform

This Addendum is entered into between SharperLending Solutions, LLC, located at 1410 N. Mullan Road, Suite 110 Spokane, Washington 99206 (“SharperLending Solutions”) and _____ located at _____ (“Client”) and is intended to be made part of and supplement the SharperLending Solutions Transaction Fee Agreement (the “Agreement”). This Addendum is made effective as of the date of the last signature below (the “Addendum Effective Date”).

Now, in exchange for the mutual covenants and promises contained herein, the receipt and adequacy of such consideration is hereby acknowledged by the parties, the parties hereby agree to modify the Agreement as set forth below.

1. **Access to Cloud Platform.** SharperLending Solutions will provide Client with access to the CreditXpert Platform (the “CX Platform”). The CX Platform allows end users to use CreditXpert services through the CX Platform by retrieving the underlying raw credit data (the “Data”) directly from Client which is facilitated by SharperLending Solutions’ integration with this CX Platform.
2. **CreditXpert Services.** Client agrees that SharperLending Solutions has no authority to provide or contract for the CreditXpert services (the “Services”) directly on behalf of Client. In providing access to the Services, SharperLending Solutions is acting as an express third-party agent of Client. Client is required to enter in and maintain a valid agreement for Services directly with CreditXpert to resell the product and/or Services to end user customers.
3. **Client Representations / Authorizations.** Client hereby represents to SharperLending Solutions that Client has the requisite authority under Applicable Laws to use the Data. Client hereby authorizes SharperLending Solutions to send the Data to CreditXpert for CreditXpert to perform the Services for Client. SharperLending Solutions is authorized by Client to send the Data when CreditXpert provides matching logic to a file in Client’s portfolio.
4. **Compliance with Policies.** Client agrees to comply with all applicable policies, terms of service and acceptable use policies of CX Platform as provided by CreditXpert.
5. **Confidentiality.** Client agrees to maintain the confidentiality of any access credentials, API keys or other information provided by SharperLending Solutions or CreditXpert for the purpose of accessing the CX Platform. Client shall not disclose, transfer, or otherwise make available such information to any third party without the prior written consent of SharperLending Solutions.
6. **Waiver / Limitation of Liability.** Client agrees that it shall not bring any action or claim, and hereby irrevocably waives and releases SharperLending Solutions together with its affiliates and subsidiaries from any and all injury, damage, or liability directly or indirectly related to, or associated with CreditXpert’s use of the Data and the Services provided by CreditXpert. Notwithstanding the foregoing, if liability is imposed on SharperLending Solutions, then Client agrees that SharperLending Solutions’ total liability to Client and exclusive remedy for any of Client’s losses or injuries related to or arising from this Addendum, regardless of the nature of the legal or equitable right claimed to have been violated, shall be

limited to direct money damages not to exceed the fees paid during the three (3) months prior to the event or circumstances giving rise to such claim. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHARPERLENDING SOLUTIONS, OR ITS AFFILIATES AND SUBSIDIARIES, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT CLIENT IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

7. **Fees.** SharperLending Solutions will pay Client a per unique unit (“Unit”) transactional fee based on a unique credit pull defined as unique data per national consumer reporting agency (“Bureau”) per borrower per lender that is not duplicated in another credit pull. The fee is based on the number of unique Units sent to and processed (as a usable and error free file) by the CreditXpert Platform on behalf of an active or registered user. The transaction fee paid per Data feed will vary depending on whether the registered user or active user operates under the “Retail Model” or the “Wholesale Model”. Retail Model means that the registered user and active user directly requests a Data Feed for its own use through its authorized employees or independent contractors. Wholesale Model means that an agent (i.e. a broker) of the Registered User and Active User must request a Data Fee on behalf of the Registered and Active User. A billable event occurs when Client sends a unique Unit to the CreditXpert Platform an active or registered user and will be billed monthly in arrears per the terms of the Agreement:

- a. Retail Model = \$0.10 per Unit
- b. Wholesale Model = \$0.15 per Unit

8. **Entire Agreement/Order of Preference.** This Addendum, and the Agreement, including all documents referred to therein, constitutes the entire agreement of the parties on the subject matter hereof and supersedes all prior representations, understandings, and agreements between the parties with respect to such subject matter. In the event there is inconsistencies or conflict between this Addendum and the Agreement, the terms of this Addendum shall control to the extent of such conflict.

The party signing below has the full power and authority to enter into and perform this Agreement. The party further acknowledges that it has read this Agreement and agrees to be bound by it.

Client

SharperLending Solutions, LLC

By:

By:

Print:

Print:

Title:

Title:

Date:

Date: