**SharperLending Solutions, LLC**Addendum for Access to FICO Score Mortgage Simulator Platform

This Addendum for Access to FICO Score Mortgage Simulator Platform (“Addendum”) is entered into between SharperLending Solutions, LLC, located at 370 Reed Rd #100, Broomall, PA 19008 (“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 FICO Score Mortgage Simulator platform**. SharperLending Solutions will provide access to the FICO Score Mortgage Simulator platform (the “Simulator”). The Simulator allows Client’s end users to use the Simulator’s services (“Simulator Services”) through the FICO Score Mortgage Simulator platform by retrieving the underlying raw credit data (the “Data”) directly from Client which is facilitated by SharperLending Solutions’ integration with this Simulator.
2. **Simulator Services**. In providing access to the Services, SharperLending Solutions is acting as an express third-party agent of Client and as such agrees to comply with all applicable regulation, interagency and industry requirements placed on third-party agents Client’s end users are required to enter in and maintain a valid agreement for Services directly with you, the Client, related to the permitted use of Simulator Services, including any simulated score or score delta, content generated from simulation scenarios, action plans based on simulations, or other information or content (“FSMS Output”). Client agrees that the FSMS Output (including any actual or simulated FICO® Scores) are proprietary to Fair Isaac Corporation (“FICO” or “Fair Isaac”) and that Fair Isaac retains all intellectual property rights in and to FSMS Output, and all works derived therefrom are unconditional rights that survive termination or expiration for any reason. Client agrees that Client’s end users will be employees of mortgage lender, mortgage loan officer, mortgage originator, mortgage broker, or other mortgage professional that qualifies as a “creditor,” and, for clarity, is not a “credit repair organization” or “consumer reporting agency,” as defined under applicable law (collectively, “Authorized Users”) to access the Simulator and that each Authorized User has all necessary rights and consents, including, as applicable, a “permissible purpose” as defined under applicable law, to obtain, provide, and use any Credit Report or other information and FSMS Output. Client shall not (and shall not permit any third party to):
	1. in any way use the Simulator (or any FSMS Output or Simulator Services) other than for the license rights and permitted use expressly granted, including permitting or attempting to gain access to the Simulator or data contained therein other than through Authorized Users,
	2. in any way disclose, alter, change, modify, adapt, translate, or make derivative works of the Simulator (or any FSMS Output or Simulator Services), and
	3. with respect to the Simulator (or any underlying model, scores, FSMS Output, or other Fair Isaac property), actually or attempt to reverse engineer, decompile, disassemble, reconstruct, discover, or reduce any object code to human perceivable form, or modify, or create any derivative works
	4. sublicense or operate the Simulator (or any FSMS Output or Simulator Services, or other Fair Isaac property) for timesharing, rental, outsourcing, or service bureau operations, or otherwise on behalf of any third party,
	5. create, disclose to any third party, or publish, performance benchmarking of the Simulator (or any underlying model, scores, FSMS Output, or other Fair Isaac property) or comparisons of the Simulator (or any underlying model, scores, FSMS Output, or other Fair Isaac property) with respect to any other product or service,
	6. use the Simulator Services or any model, scores, FSMS Output, or other Fair Isaac property) to create or assist others in creating any product or service that is competitive with Fair Isaac product or service,
	7. use for any benchmarking, calibration (including attempting to calibrate or align a non-Fair Isaac model or product to a non-Fair Isaac model or product), or for any purpose that may result in the replacement of or reduced or discontinued use of any Fair Isaac product or service,
	8. remove any proprietary notices from the Simulator (or any FSMS Output or Simulator Services,
	9. transmit to or through the Simulator material containing software viruses or other harmful or deleterious computer code, routines, files, scripts, agents, or programs that may damage, intercept or expropriate any data or system, or containing content that may be unlawful, immoral, libelous, tortious, infringing, defamatory, false, or harmful to others or to interfere with or disrupt the integrity or performance of the Simulator or data contained therein,
	10. disparage Fair Isaac, the Simulator, or any of Fair Isaac’s products or services, or
	11. use the Simulator (or any FSMS Output or Simulator Services) in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any person, or that violates any applicable law.
3. **Client Representations / Authorizations**. Client hereby represents to SharperLending Solutions that Client’s end user has the requisite authority under applicable laws to use the Data. Client’s end user hereby authorizes SharperLending Solutions to send the Data to FICO for FICO to perform the Simulator Services for Client’s end user. SharperLending Solutions is authorized by Client to send the Data when FICO 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 FICO Score Mortgage Simulator Platform as those terms have been provided by FICO.
5. **Confidentiality.** Client agrees to maintain the confidentiality of any access credentials, API keys or other information provided by SharperLending Solutions or FICO for the purpose of accessing the Simulator. Client shall not disclose, transfer, or otherwise make available such information to any third party without the prior written consent of SharperLending Solutions.
6. **Data Security.** Both parties agree to comply with all federal, state and local statutes, regulations and rules applicable to and without limitation, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, the Federal Trade Commission’s Safeguard Rules, and any regulations, policies, procedures, or limitations promulgated by the national credit repositories, congress or the Consumer Financial Protection Bureau (CFPB). Both parties shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safe-guards that are appropriate to the their size and complexity, the nature and scope of their activities, and the sensitivity of the Information shared; and that such safeguards shall include the elements set forth in Federal Trade Commission Statute 16 C.F.R. § 314.4 and shall be reasonably designed to (a) insure the security and confidentiality of the Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Information, and (c) protect against unauthorized access to or use of such Information that could result in substantial harm or inconvenience to any consumer. In the event either party has a breach of security involving consumer reporting data applicable to this Addendum, where it is reasonably believed that an unauthorized person has acquired such data, the breaching party shall be required to report to the other party within 24 hours of the discovery. A breach would include, but is not limited to:
	1. Loss or theft of computers, hardware, software, or other devices that contain or are used to access confidential consumer credit information.
	2. Loss, theft or unauthorized access to any hard copy or electronic copies of identifying confidential consumer credit information.
	3. Unauthorized access to End User networks or systems either by persons or via virus, spyware, trojan horse, or other types of electronic intrusion.
7. **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, except for willful or negligent noncompliance with regulatory or industry data security controls from any and all injury, damage, or liability directly or indirectly related to, or associated with Client’s use of the Data and the Simulator Services provided by FICO, and SharperLending Solutions does not provide and hereby disclaims any warranty, either express or implied, including any warranties regarding merchantability or fitness for a particular purpose, non-infringement, performance or services or any warranty arising from a course of deal, usage, or trade practice. 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, except for willful or negligent noncompliance with regulatory or industry data security controls, 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, NOR FAIR ISAAC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THIS ADDENDUM, EXCEPT FOR WILLFUL OR NEGLIGENT NONCOMPLIANCE WITH REGULATORY OR INDUSTRY DATA SECURITY CONTROLS, AND WHETHER OR NOT CLIENT IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.  ADDITIONALLY, NEITHER SHARPERLENDING SOLUTIONS NOR FAIR ISAAC SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
8. **Fees**. Client will pay SharperLending Solutions a transactional fee (“Transaction Fee”) per unique borrower (“Borrower”). This fee will be doubled on Joint requests when a borrower pair (made up of Borrower and Co-Borrower) is sent to the Simulator. A Transaction Fee is defined as a single Borrower, no matter how many national consumer reporting agencies (“Bureaus”) there are on a report.
	1. Individual Borrower File: $14.00
	2. Joint Borrower File: $28.00
9. **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 are inconsistencies or conflicts 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.**

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| **SharperLending Solutions, LLC** | **CLIENT** |
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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [counterpartySignerSignature\_T0mg0VN] |
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| Date:       | Date:       [counterpartySignerDateField\_wHA2q3j] |