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b. Elective Termination. In addition, Best Case has the right in its sole discretion and for any reason or no reason to terminate the license of a Licensee upon the expiration of that Licensee's then-current Maintenance Plan by providing Licensee with a thirty-day advance written notice of its intention to terminate.

11. UPGRADES. To use an upgraded version of the Software, Licensee must be authorized to use the Software and be under a current Maintenance Plan term.

12. DATA PRIVACY, COLLECTION AND USE. Best Case and its parent companies, Credit Infonet, Inc. ("Credit Infonet") and Stretto, Inc. ("STRETTO") are committed to protecting the privacy of nonpublic, sensitive and personal identifiable information as set forth in [STRETTO's Privacy Policy](#). STRETTO's Privacy Policy is subject to change from time to time without notice, and the most recent STRETTO Privacy Policy posted online will be controlling. By using the Software, Licensee consents to our collection, use and disclosure of information in accordance with the STRETTO Privacy Policy.

13. CALIFORNIA CONSUMER PRIVACY ACT.

13.1 Definitions. In this Section 13,

a. "CCPA" means the California Consumer Privacy Act of 2018, including amendments and final regulations;

b. "Personal Information" has the same meaning given to such term under section 1798.140 of the CCPA and is limited to any Subscriber data provided to BEST CASE by Subscriber in order for BEST CASE to provide the Service and any Ancillary Services, if any, under this EUSA; and

c. "Commercial Purposes," "Sell," "Business," and "Service Provider" have the same meanings assigned to them in section 1798.140 of the CCPA.

13.2 Relationship between the Parties. To the extent Subscriber is considered a Business under California law, and subject to the terms of this Section 14, BEST CASE will act solely as Subscriber's Service Provider with respect to Personal Information.

13.3 Restrictions. BEST CASE certifies it will not: **(a)** sell Personal Information or **(b)** collect, retain, use, or disclose Personal Information for any purpose, including any Commercial Purposes, other than for the specific purpose of providing the Software and any Products requested from Stretto Due Diligence Solutions, unless otherwise permitted under the CCPA.

14. AUDIT RIGHT. At Best Case's expense, Licensee shall permit Best Case representatives to review, no more than one time in any 12-month period, such computer systems and records of Licensee as may be required for the sole purpose of verifying Licensee's compliance with the license restrictions in this EULA. Such audits shall take place at reasonable times, upon reasonable advance written notice, during normal business hours of Licensee and in such a manner so as not to

interfere with Licensee's normal business activities. If Best Case determines through its collection of information that the Software is being used in violation of the license rights granted, Best Case shall have the right to disable any online functionality of the Software. The exercise of the foregoing right shall not limit or restrict Best Case's pursuit of any other remedies available to it. Licensee shall be responsible for any use of the Software permitted by Licensee by any third parties in violation of the license rights granted.

15. CHOICE OF LAW; WAIVER OF JURY TRIAL. This EULA will be governed by, and construed and interpreted according to, the laws of the State of Ohio, without regard to its choice of law rules. Any and all legal proceedings (including counterclaims filed by Licensee as a result of a collection action by Best Case) regarding this EULA may only be brought in the state or federal courts located in Montgomery County, Ohio and Licensee expressly submits to the jurisdiction of such courts and consents to extraterritorial service of process. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS EULA OR THE SUBJECT MATTER HEREOF.

16. WAIVER; AMENDMENT. No waiver of any breach of this EULA shall constitute a waiver of any breach of the same or any other provision of this EULA, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This EULA may not be modified or amended except in a writing signed by both parties.

17. ENTIRE AGREEMENT. Licensee agrees that this license constitutes the entire agreement between Licensee and Best Case regarding the Software and supersedes all prior negotiations, understandings and/or agreements, whether written or oral.

18. SEVERABILITY. If any provision of this EULA is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties and the remainder of this EULA shall continue in full force and effect.

19. STRETTO DUE DILIGENCE SOLUTIONS ACCOUNT. Upon Licensee's downloading, installing, accessing or using the Best Case Bankruptcy Software Product, a free account with Credit Infonet, Inc. dba Stretto Due Diligence Solutions ("STRETTO") is automatically opened for Licensee so he/she can purchase and retrieve consumer related asset, income, compliance, credit counseling and income tax information products ("Products") through the Software. The terms and conditions that govern Licensee's use of the STRETTO Account and the Products follow as [Exhibit A](#).

20. GENERAL DATA PROTECTION REGULATION (EU) 2016/679 (GDPR). BEST CASE and Licensee agree that this EULA is subject to the terms set forth in the GDPR Addendum attached hereto as [Exhibit B](#) and incorporated herein by reference.

If you have any questions regarding this license, you may contact us by writing or calling Best Case at the following: Best Case, LLC, 4540 Honeywell Court, Dayton, Ohio, 45424; or 1.866.218.1003. Best Case Bankruptcy Software, September 1, 2022.

EXHIBIT A.

STRETTO DUE DILIGENCE SOLUTIONS STANDARD AGREEMENT FOR SERVICE

Version E2022.3. Last updated September 1, 2022.

Upon your acceptance of the Best Case® Cloud Solution Subscription Agreement, a free account with Credit Infonet, Inc. dba Stretto Due Diligence Solutions ("STRETTO") is automatically opened for you that will allow you to purchase and retrieve consumer-related asset, income, compliance, credit counseling and income tax information products ("Products") through the Best Case Cloud Solution

service. This Standard Agreement for Service contains the terms and conditions that govern your access to and use of the STRETTO Account and the Products.

BY ACCESSING YOUR STRETTO ACCOUNT, YOU HEREBY CERTIFY THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR); THAT YOU HAVE DIRECT KNOWLEDGE OF ALL OF THE FACTS AND REQUIREMENTS SET OUT IN THIS AGREEMENT; AND THAT YOU HAVE BOTH THE AUTHORITY AND THE INTENT TO EXECUTE THE AGREEMENT AND TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THE SAME. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU ARE CERTIFYING THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU ARE STRICTLY PROHIBITED FROM USING OR ACCESSING STRETTO'S PRODUCTS OR YOUR STRETTO ACCOUNT. AS USED HEREIN, THE TERM "**EFFECTIVE DATE**" SHALL MEAN THE DATE ON WHICH YOU ACCEPTED THE BEST CASE CLOUD SOLUTION SUBSCRIPTION AGREEMENT.

Credit Infonet, Inc. is wholly owned by Stretto, Inc. ("STRETTO").

DEFINITIONS

"Agreement" and "Standard Agreement" means STRETTO's Standard Agreement for Service.

"Authorized User(s)" means you and individuals or entities you authorize to access or use your STRETTO Account. Authorized Users may include but are not limited to your employer, employees, consultants, contractors and attorneys, and third parties with whom you transact business.

"STRETTO Account" means the secure account configured by STRETTO to enable you to order Products. You cannot order Products without having both an active STRETTO Account and a non-expired credit card on file with STRETTO per Section 2.4.

"Confidential Information" means all nonpublic information disclosed by STRETTO or our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) all components, design elements, technology, techniques, operations, programs, and code used to produce and support the Products, without limitation; (b) STRETTO's Intellectual Property; (c) all proprietary documentation and information relating to or exchanged through STRETTO Accounts and/or Products; (d) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (e) third-party information that we are obligated to keep confidential; and (f) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (g) is or becomes publicly available without breach of this Agreement; (h) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

"Client(s)" means any natural person who is 18 years of age or older, who resides in the United States of America or its territories, and who is not a citizen of any country that is a member of the European Union and who retains or otherwise contracts with you or your employer or law firm for legal representation.

"Consumer Credit Products" or "CCP" mean STRETTO's products containing consumer information originating from the Data Providers. CCP includes but is not limited to the Financial Report™ and the Credit Report products. You will not receive access to CCP unless and until you have satisfied all end user investigation requirements. All customers approved to access CCP must comply with the Terms and Conditions for Consumer Credit Products set out in Section 11 herein. Whenever you order CCP via your STRETTO Account, the CCP become part of Your Data.

"Data Providers" means all of the following companies from which STRETTO acquires consumer data: Equifax, Experian, TransUnion, and LexisNexis.

“Due Diligence Products” or “DDP” mean STRETTO’s real property automated appraisals and broker price opinions; real property ownership reports and lien search reports; IRS income tax transcript products; asset reports and access offered by STRETTO to EOUST-approved credit counseling and debtor education courses. All customers ordering DDP must comply with the terms and conditions set out in this Agreement, including but not limited to Sections 2.6, 12 and 13 herein. Whenever you order DDP via your STRETTO Account, the DDP become part of Your Data.

“Effective Date” means the date indicated in the first paragraph of this Agreement.

“Privacy Policy” means the privacy policy for STRETTO companies currently referenced at <https://www.stretto.com/legal-policies/> as it may be updated by us from time to time.

“Products” mean Due Diligence Products and Consumer Credit Products. If you are eligible and approved, you can order Products via participating bankruptcy software programs as well as your STRETTO Account. All Products you order from STRETTO become part of Your Data.

“Sites” mean www.*stretto.com*, www.app*.bestcase.com, www.cingroup.com, www.cinlegal.com, www.cincompass.com, www.bestcase.com, www.mycaseinfo.com, www.myhorizontoday.com, www.cp.bestcase.com, www.bestcase.com, www.mycaseinfo.com, www.cinlegal.com, www.cincompass.com, www.myhorizontoday.com and www.cingroup.com; all of their affiliated websites and web pages; and all of the subdomains thereof.

“STRETTO” means Stretto, Inc., the parent company of Credit Infonet, Inc.

“Technical Provider” means a third party service provider that i) acts on your or your firm’s behalf; ii) manages any technical platform that allows access to credit report data; and iii) takes possession of FCRA or GLB protected data directly from STRETTO’s online systems. Application Service Providers (ASP) and Software as a Service (SaaS) that has access to credit report data are examples of Technical Providers.

“Term” means the term of this Agreement described in Section 1.1.

“Your Data” means data, information, and/or Products that you or Authorized Users (a) input into your STRETTO Account, (b) order through your STRETTO Account, and/or (c) transmit to STRETTO via any communication medium.

1. General Terms.

1.1 Term. The Initial Term of this Agreement commences on the Effective Date and continues for twelve (12) months. This Agreement will automatically renew for consecutive 12-month terms unless and until it is terminated pursuant to Section 5.1. Both the initial term and any subsequent terms will be known as “the Term”. Availability and pricing of Products may change throughout the Term and from Term to Term.

1.2 Prior Agreements. This Agreement replaces any and all prior agreements entered into by the Parties pertaining to STRETTO Products. The Parties desire that the execution of this Agreement act as a writing terminating any such prior agreements, and hereby waive any rights to advance notice of intent to terminate said prior agreements.

1.3 Modifications to Agreement. (a) Access to Products via a STRETTO Account is offered to you only upon your acceptance, without modification, of the terms, conditions, provisions, and notices contained in this Agreement and the Access Security Requirements referenced in Section 3.6 herein. (b) STRETTO reserves the right modify the terms and conditions governing the use of STRETTO Accounts and Products at any time and will notify you of any such modifications in accordance with Section 14.1 (“Notice”). By continuing to use your STRETTO Account after the effective date of any modifications, you agree to be bound by the same.

1.4 Compliance with Applicable Laws. Throughout the Term of this Agreement, you agree that you will comply with all applicable federal, state and local laws, regulations and judicial actions to which you are subject, including but not limited to the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (“FCRA”).

2. STRETTO’s Provision of Products and Services

2.1 STRETTO Account. Upon your acceptance of this Agreement, STRETTO will provide you with a STRETTO Account in your name that will allow you to order and access Products (“STRETTO Account”). You agree to keep your secure log-in credentials confidential and to not disclose the

same, either directly or indirectly, to any person, including Authorized Users. You agree that you are responsible for all activities that occur under your STRETTO Account, regardless of whether the activities are undertaken by you, Authorized Users, or others. In addition, you agree that STRETTO and our affiliates are not responsible for any unauthorized access to your STRETTO Account unless said access was directly and proximately caused by our breach of the Agreement. You agree to contact us immediately if your account information is lost or stolen, or if you believe an unauthorized third party may be using your STRETTO Account.

2.2 Product Availability. Subject to your compliance with the terms of this Agreement, STRETTO will (a) make the Products available to you via your STRETTO Account, (b) provide STRETTO'S standard customer support to you at no additional charge, and (c) use commercially reasonable efforts to make your STRETTO Account and Products available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which STRETTO shall give at least 8 hours electronic notice and which STRETTO shall schedule to the extent practicable during the weekend hours between 9:00 p.m. Friday and 6:00 a.m. Monday, Eastern Standard Time); (ii) unplanned downtime due to circumstances within STRETTO's control; and (iii) any unavailability caused by circumstances beyond STRETTO'S reasonable control as set out in Section 14.3 ("Force Majeure"). You acknowledge that these routine system updates and other outages, planned and unplanned ("Interruptions"), will occur from time to time and will temporarily prevent you from accessing your STRETTO Account and/or Products. You agree to hold STRETTO harmless for all such Interruptions.

2.3 Product Changes. STRETTO may from time to time change, delete, or add to the features or functionality of Products or your STRETTO Account, with or without any advance notice to you; and may suspend your access to any part of them at any time in order to enforce information privacy and security policies and guidelines. While we do not guarantee advance notice, we will notify you pursuant to Section 14.1 ("Notice") of any material change to or discontinuation of Products or your STRETTO Account.

2.4 Credit Card Requirement; Product Pricing. You agree to pay for Products ordered via your STRETTO Account by providing STRETTO with a valid and non-expired credit card ("Your Card"). STRETTO will charge Your Card once a month for the Products ordered through your STRETTO Account in the prior month. Products will be billed to you at the prevailing market prices at the time of order. Pricing may change from time to time at STRETTO's sole discretion. You agree to update STRETTO with new information any time Your Card is changed or reissued in advance of the date on which your next payment for Products is due. If for any reason STRETTO is unable to process a monthly Product payment on Your Card on the date on which said payment is due, including but not limited to insufficient funds or expiration of the card, your STRETTO Account will be deactivated immediately and will remain inactive until you provide STRETTO with an alternative credit card for payments. You acknowledge that you will not be able to order any Products while your STRETTO Account is inactive. You acknowledge that your obligation to pay STRETTO for all Products fulfilled during the Term shall survive Termination by either party for any reason.

2.5 Consumer Credit Products ("CCP"). If you wish to order Consumer Credit Products for your Clients, you must satisfy and/ or demonstrate certain end user requirements mandated by the Data Providers. Successful compliance with the end user requirements does not guarantee access to CCP. If you are approved to order Consumer Credit Products, you agree that you and your Authorized Users will comply with the "Terms and Conditions for Consumer Credit Products" which are set out in **Section 11** herein.

2.6 Due Diligence Products ("DDP"). If you choose to order Due Diligence Products for your Clients, you will obtain any required signatures and/or authorizations from Clients prior to ordering said Products from STRETTO and will promptly fax or email any required authorizations, forms and/or documentation to STRETTO. In addition, you agree that you and your Authorized Users will comply with the additional terms and conditions set out in **Sections 12** and **13** herein respectively whenever you obtain the Equifax® Intelligent Property Report product and/or LexisNexis Data Products. All DDP ordered via your STRETTO Account are considered part of Your Data. [Clients to whom the DDP pertain can access certain fulfilled DDP via their secure accounts at www.myhorizontoday.com.](#) You and Clients have one hundred and twenty (120) days after the ordering of a Credit Counseling Course Product or Debtor Education Course Product to access and

use said Products. Upon the expiration of this time period, or the Termination of this Agreement, whichever occurs first, neither you nor Client shall be able to access or utilize said Products (“Expired DDP”). STRETTO will not reissue or give any refund for an Expired DDP. STRETTO archives DDP for one (1) year from the date on which the Due Diligence Product order is fulfilled. After this time period, the DDP is securely destroyed and cannot be accessed by you or STRETTO.

2.7 myHorizonToday.com Account. You authorize STRETTO to take the following actions whenever you order a Product: **(a)** establish a free myHorizonToday.com account (“MHT Account”) for the Client(s) on the order which allows the Client(s) to access the Products you ordered on their behalf; **(b)** contact the Client(s) via email at the email address you provided in the order to provide the Client(s) with log in instructions for the MHT Account; **(c)** contact the Client(s) via the email address you provided in the order to inform and remind Client(s) about Products you have ordered for them; and **(d)** offer post-filing bankruptcy-related products and services to Client(s) via the MHT Account, including but not limited to debtor education courses and consumer credit reports.

3. Your Use of STRETTO Account and Products

3.1 Restrictions on Use. You may only use the Products and your STRETTO Account according to the provisions of this Agreement and the Terms and Conditions for Consumer Credit Products. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of Products and your STRETTO Account, and notify STRETTO promptly of any such unauthorized access or use. In addition, you agree that you will not **(a)** use your STRETTO Account or Your Data in any manner that could damage, disable, overburden, impair, or interfere with any other party’s use and enjoyment of STRETTO’s platform, products, and/or services; **(b)** make Products and your STRETTO Account available to, or use any Products or your STRETTO Account for the benefit of, anyone other than you or Authorized Users; **(c)** sell, resell, license, sublicense, distribute, rent or lease the Products or your STRETTO Account; **(d)** use your STRETTO Account to fraudulently obtain any Products; **(e)** use your STRETTO Account to store or transmit malicious code; **(f)** interfere with or disrupt the integrity or performance of STRETTO’s systems or websites; **(g)** attempt to gain unauthorized access to Products, other STRETTO Accounts and/or content or related systems or networks; **(h)** permit direct or indirect access to or use of the Products or your STRETTO Account in a way that circumvents a contractual usage limit; **(i)** copy the Products or your STRETTO Account or any part, feature, function or user interface thereof; **(j)** copy content except as permitted herein; **(k)** frame or mirror any part of any Products or your STRETTO Account, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted herein; **(l)** access any part of the Products or your STRETTO Account in order to build a competitive product or service; **(m)** access any part of the Products or your STRETTO Account from a physical location outside of the United States or its Territories; or **(n)** reverse engineer any part of the Products or your STRETTO Account.

3.2 Authorized User Management. You agree to inform STRETTO of the identity of all Authorized Users for your STRETTO Account. In addition, you agree to be responsible for Authorized Users’ use of your STRETTO Account, Your Data and the Products. If you become aware of any violation of your obligations under this Agreement by any Authorized User, you agree to immediately contact STRETTO. Whenever any Authorized User leaves your employment or no longer has a business need to access your STRETTO Account, you agree to promptly notify STRETTO of the change.

3.3 Duty to Update. You agree that you must notify STRETTO in writing of any change in your business location or mailing address; any changes in the ownership or control of your business; and any changes in the Authorized Users authorized to use your STRETTO Account, no later than five (5) business days following said change and in accordance with Section 14.1 (“Notice”). Per the reseller policies of the Data Providers, STRETTO may require you to execute an updated Application or Agreement and/or may require a new onsite inspection if you move to a new location or open an additional office.

3.4 Assumption of Risks. You acknowledge the risk that Your Data, Client information and/or other data transmitted electronically between you and STRETTO and/or input into your STRETTO Account may be intercepted by unauthorized third parties and/or irretrievably lost. You agree to accept these

risks and to hold harmless STRETTO for any loss, damage or injury resulting from the interception or loss of Your Data, Client data, and/or other information associated with your STRETTO Account.

4. Data Security and Privacy

4.1 Information Security. STRETTO maintains reasonable, appropriate and industry-compliant physical, electronic, and procedural safeguards to guard the privacy of information stored within its network. While these measures are designed in part to help you secure Your Data against accidental or unlawful loss, access or disclosure, STRETTO's use thereof does not limit in any way the terms and obligations set out in Section 10 ("Limitations of Liability"), Section 3.4 ("Assumption of Risks"), and Section 4.4 ("Your Security Requirements").

4.2 Privacy Policy. [STRETTO's Privacy Policy](#) is subject to change from time to time without notice and the terms of the most recent policy version posted online will be controlling. You consent to our collection, accessing, using, securely storing, processing, sharing and disclosing of Your Data and information associated with your STRETTO Account in accordance with STRETTO's Privacy Policy and Section 4.3 ("Data Integrity and Use").

4.3 Data Integrity and Use. You are solely responsible for the legality, accuracy, completeness, consistency or maintenance of Your Data as entered into the Service by you or Users. STRETTO will not modify Your Data. STRETTO will not access Your Data except to do the following: **(A)** provide the Products and access to your STRETTO Account; **(B)** provide customer support to you or Users; **(C)** prevent or address service or technical problems; **(D)** comply with any request of a governmental or regulatory body (including subpoenas or court orders); **(E)** conduct secure internal research and development on STRETTO Accounts and Products; and **(F)** collect, access, use, securely store, process, share and disclose said data as set out in STRETTO's Privacy Policy.

4.4 Your Security Requirements. You are responsible for maintaining appropriate security, protection and backup of Your Data, which may include the use of encryption technology to protect Your Data from unauthorized loss, access or disclosure. You agree to do all of the following: **(A)** implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that are appropriate to the size and complexity of your or your entity's practice and the nature and scope of your activities; **(B)** design your information security program **(i)** to include the elements set forth in 16 C.F.R. § 314.4, **(ii)** to ensure the security and confidentiality of the information provided by STRETTO by protecting the same against any anticipated threats or hazards, and **(iii)** to prevent unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer; and **(C)** comply with the Stretto Security Requirements Policy ("SSR") posted at <https://www.stretto.com/legal-policies/> and incorporated herein its entirety by reference. The SSR may be amended from time to time without notice and the terms of the most recent policy version posted online shall be controlling.

4.5. Audit Rights. STRETTO reserves the right to periodically conduct audits of your system utilization and adherence to the Stretto Security Requirements posted at <https://www.stretto.com/legal-policies/>, either remotely or onsite, to detect any unauthorized use of or exposed risk to your STRETTO Account or Products ordered via your STRETTO Account. Such audits shall take place at reasonable times, upon reasonable advance notice pursuant to Section 14.1 ("Notice"), during your normal business hours and in such a manner so as not to interfere with your normal business activities. During any system utilization audit authorized by this section, STRETTO will work with you to ensure that Client confidentiality is fully maintained. STRETTO reserves the right to terminate your access to your STRETTO Account either temporarily or permanently in response to finding any material violations of this Agreement during any audit, internal or external.

5. Termination

5.1. Termination. All notices referenced in this Section 5.1 must occur in accordance with Section 14.1 ("Notice"). **(A) Cancellation of Renewal.** Either Party, with or without cause, for any reason or no reason, may terminate this Agreement at the end of the then-current Term by giving the other Party notice of intent to cancel the automatic renewal of the Agreement at least thirty (30) days prior

to the end of the relevant Term. **(B) Termination for Cause.** Either Party may terminate this Agreement for cause upon giving a 30-day advance written notice to the other Party (i) if the other Party commits a material breach of this Agreement and such breach remains uncured at the expiration of the thirty days, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding, STRETTO may immediately terminate this Agreement with same-day notice to you should STRETTO in its sole discretion determine that the security of NPI or other confidential data is or has been impaired or compromised by any person or entity's use of your STRETTO Account and/or Your Data; or that you or Authorized User(s) have violated the provisions set out in any of the following: Sections 2.1, 2.5, 3.1, 3.2, 4.4 and 6.3. **(C) Elective Termination.** Beginning on the sixty-first (61st) day following the Effective Date, STRETTO may terminate this Agreement at any time and for any reason or no reason by giving you a 60-day advance written notice of intent to terminate.

5.2. Surviving Provisions. You agree that, upon termination, the obligations and agreements set forth in Sections 2.4, 2.5, 2.6, 2.7, 3.1, 3.4, 4.4, 5.2, 6.1, 6.2, 6.3, 7.1, 7.2, 8.1, 8.2, 9, 10, 11.1-11.15, 12, 13(G), 14.9, 15 and 16 shall remain in full force and effect.

6. Proprietary Rights and Confidentiality

6.1 Your Rights. As between you and us, you or your licensors own all right, title, and interest in and to Your Data. Except as provided in this Section 6.1, we obtain no rights under this Agreement from you or your licensors to Your Data, including any related intellectual property rights. You consent to our use of Your Data in adherence with Section 4.2 ("Privacy Policy") and Section 4.3 ("Integrity of Your Data").

6.2 STRETTO's Rights. As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Sites, infrastructure, and Products; and the service marks, trademarks, accompanying logos, slogans and domain names existing in conjunction with Credit Infonet™, CINcompass®, CIN Legal Data Services®, CIN™, myHorizon®, Best Case Bankruptcy® and Bankruptcy Credit Report™. In addition, we claim and you agree to grant us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Products and STRETTO business models any suggestions, enhancement requests, improvements, recommendations or other feedback provided by you or Authorized Users, relating to the content and/or operation of the Products, including, without limitation, all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

6.3 Confidential Information. You shall not disclose STRETTO Confidential Information to any third party, including any vendor, subsidiary, Affiliate, or Client, unless compelled to do so by law; and you shall use your best efforts to protect STRETTO Confidential Information in accordance with the same degree of care with which you protect your own confidential information of like importance. In addition, you agree not to **(A)** permit any third party to access STRETTO Confidential Information except as permitted herein; **(B)** create derivative works based on STRETTO Confidential Information; **(C)** copy, frame or mirror any part or content of STRETTO Confidential Information, other than copying or framing on your own intranets or otherwise for your own internal business purposes; **(D)** modify, reuse, disassemble, decompile, reverse engineer or otherwise translate STRETTO Confidential Information or any portion thereof; **(E)** access STRETTO Confidential Information in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of STRETTO Confidential Information; or **(F)** remove any copyright, trademark, proprietary rights, ownership, disclaimer or warning notice included on or embedded in any part of the Products or any other materials provided by STRETTO to you.

7. Indemnification.

7.1. You agree to defend, indemnify and hold harmless STRETTO and its Affiliates, directors, officers, agents, employees, and consultants from any claims, actions, proceedings, costs, liabilities, judgments, obligations, penalties, losses, costs, expenses or other damages (including reasonable attorneys' fees and expenses) sustained by STRETTO and/or its Affiliates or consultants by reason of any third party claims related to your or any Authorized User's use of Products or your STRETTO

Account. STRETTO will promptly provide notice to you of any indemnifiable event or loss. You will undertake, at your own cost, the defense with counsel reasonably acceptable to STRETTO. STRETTO reserves the right to participate in the defense of the claim, suit or proceeding, at its expense, with counsel of its choosing.

7.2 STRETTO agrees to defend, indemnify and hold harmless you and your Authorized Users, Affiliates, directors, officers, agents, employees and consultants against any claims, actions, proceedings, liabilities, judgments, obligations, penalties, losses, costs, expenses or other damages (including reasonable attorneys' fees and expenses) sustained by you and your Affiliates or consultants by reason of any third party claim that the Sites or any STRETTO content thereon or any Product infringes a U.S. patent, copyright or trade secret. You agree to promptly provide notice to STRETTO of any indemnifiable event or loss and will cooperate with STRETTO in defending the event or loss. STRETTO will undertake, at its own cost, the defense of the claim, suit or proceeding. You may participate in the defense of the claim, suit or proceeding, at your expense, with counsel of your choosing.

8. Representations and Warranties

8.1 You represent and warrant to STRETTO as follows: **(A)** you will employ Products and your STRETTO Account solely for your own use in the ordinary course and conduct of your or your employer's business; **(B)** you have the authority to execute and deliver this Agreement, and to perform the obligations under this Agreement; **(B)** the execution, delivery and performance of this Agreement will not violate any other agreement to which you are a party; **(B)** you will not use any information from Products and your STRETTO Account for any purpose not expressly permitted in this; and **(e)** all information that you provide to STRETTO will be true and complete and may be relied on and used by STRETTO for the provision of Products and your STRETTO Account, and the performance of this Agreement.

8.2 STRETTO represents and warrants to you as follows: **(A)** STRETTO is a corporation validly organized and in good standing under the laws of the State of Iowa and has the authority to execute and deliver this Agreement, and to perform its obligations under this Agreement; and **(B)** the execution, delivery and performance of this Agreement by STRETTO will not violate any other agreement to which STRETTO is a party.

9. Disclaimers. PRODUCTS AND YOUR STRETTO ACCOUNT ARE PROVIDED "AS IS." EXCEPT FOR THE SPECIFIC CONTENT OF SECTION 8.2, WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING PRODUCTS AND YOUR STRETTO ACCOUNT. WITHOUT LIMITING IN ANY WAY THE FOREGOING, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTY **(A)** THAT PRODUCTS AND YOUR STRETTOACCOUNT WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER HARDWARE OR SOFTWARE; **(B)** THAT PRODUCTS AND YOUR STRETTO ACCOUNT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS; OR **(C)** THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE, OR FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSIONS, OR OTHERWISE LOST, DAMAGED OR UNRETRIEVABLE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitations of Liability. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SAID DAMAGES RESULT FROM STRETTO'S OWN NEGLIGENCE. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: **(A)** YOUR INABILITY TO USE THE PRODUCTS OR YOUR STRETTO ACCOUNT,

INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO YOUR STRETTO ACCOUNT, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE PRODUCTS, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF STRETTO'S INFRASTRUCTURE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO PRODUCTS OR YOUR STRETTO ACCOUNT; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR OTHER DATA RELATED TO YOUR STRETTO ACCOUNT. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE PRODUCT(S) THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

11. Terms and Conditions for Consumer Credit Products.

11.1 Duty to Comply. Anytime your STRETTO Account is enabled to order CCP, you and your Authorized Users are obligated to satisfy and/ or demonstrate compliance with all of the end user requirements and terms and conditions that are set out in Sections 11.1 – 11.15 herein. Failure to comply may lead to immediate termination of the Stretto Due Diligence Solutions Standard Agreement for Service pursuant to Section 5.1 thereof, and the imposition of other legal or contractual penalties.

11.2. Changes in Terms and Conditions. You acknowledge that the Data Providers may change their end user requirements or terms and conditions at any time, and that STRETTO is obligated as a reseller to follow said changes. STRETTO will notify you as soon as practicable when any such changes occur that affect you. Your continued ability to use STRETTO products will be conditioned on your compliance with any new terms and conditions promulgated by the Data Providers and/or STRETTO.

11.3. Physical Office Location and Onsite Inspection. To order CCP, you must maintain a *physical office location* for your law practice.

(A) Commercial Location. If your office is located in either a commercial building or in a residential building that is used exclusively for commercial purposes, you are not required to complete an onsite inspection but may elect to do so at your discretion.

i. Without Onsite Inspection. You acknowledge that, without an onsite inspection, you may order Consumer Credit Products for up to twenty (20) Clients in a calendar month by completing the online authentication process for each Client. For additional information on authentication requirements, see Section 11.7 herein. If you order more than 20 reports in a calendar month, your access to Equifax data will be suspended until the first to happen of the following: **(a)** you undergo a successful onsite inspection performed by a STRETTO-approved third-party inspector, or **(b)** a time period of twelve (12) months passes since your last request for a CCP with Equifax data. During this time period, you will be able to order CCP that does not contain Equifax data.

ii. With Onsite Inspection. If you voluntarily choose to undergo an onsite inspection of your office conducted by a third-party vendor selected by STRETTO, you will be able to order an unlimited number of CCP containing Equifax data without completing the online authentication process for each Client.

(B) Residential Location. If your office is located inside of your residence or in a residential building that is being used as living quarters, you must undergo an onsite inspection of your office conducted by a third-party vendor of STRETTO's choosing and meet other requirements. You will not be able to order all CCP products, but you may be eligible to order a credit report product containing data from a single national credit bureau.

11.4 Permissible Purpose Limitation and Usage Certifications.

(A) Permissible Purpose. You agree, represent, warrant, and certify **(i)** that you will order Consumer Credit Products, which are consumer reports as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when you intend to use that consumer report

information in accordance with the FCRA and its state law counterparts, and for the following permissible purpose: TO FULFILL YOUR OBLIGATIONS UNDER THE BANKRUPTCY ABUSE PREVENTION AND CONSUMER PROTECTION ACT OF 2005 REGARDING INVESTIGATION OF A CONSUMER WHO HAS ENGAGED YOU FOR BANKRUPTCY FILING PURPOSES, IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS OF THE CONSUMER TO WHOM THE CONSUMER REPORT RELATES; (ii) that you will use each CCP for the foregoing purpose only and under no circumstances allow said CCPs to be used for any other purpose, including but not limited to use for credit repair activities or for any of the other permissible purposes permitted under the FCRA; (iii) that you will use the CCP one-time only and you will not transfer or resell the CCP to any third party; (iv) that you will not order a CCP for yourself, your employees, or any other person who is not a bankruptcy client; and (v) that you will not allow your Authorized Users or employees to order CCPs for themselves or their friends or families or any persons other than bankruptcy clients. IN ACCORDANCE WITH THESE CERTIFICATIONS, YOU DESIRE THAT STRETTO OBTAIN CONSUMER CREDIT FILES AND CREDIT REPORT INFORMATION FROM THE DATA PROVIDERS AT THE WRITTEN INSTRUCTIONS OF THE CLIENTS TO WHOM THE DATA RELATES IN COMPLIANCE WITH SECTION 604(A) (2) OF THE FCRA (15 USC §1681B (A) (2)); REFORMAT THE INFORMATION AS NEEDED TO PRESENT IT IN STRETTO'S PROPRIETARY FORMAT FOR CONSUMER CREDIT PRODUCTS; AND PROVIDE THE CCPS TO THE CLIENTS VIA THEIR SECURE ACCOUNTS AT MYHORIZONTODAY.COM AND TO YOU FOR YOUR USE IN PERFORMING DUE DILIGENCE AND VERIFICATION OF CLIENTS' DEBTS PURSUANT TO THE BANKRUPTCY ABUSE PREVENTION AND CONSUMER PROTECTION ACT OF 2005.

(B) Federal and State Law Certifications. In addition, you agree represent, warrant and certify (i) that you have read and understood and will comply with the "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" published at 12 C.F.R. Appendix N to Part 1022 and available on the Consumer Financial Protection Bureau website at www.gpo.gov/fdsys/pkg/CFR-2012-title12-vol8/pdf/CFR-2012-title12-vol8-part1022-appN.pdf; (ii) that you will in all respects comply with the provisions of the Fair Credit Reporting Act set out in 15 USC 1681 et seq., Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act, all state law counterparts thereof, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer; (iii) that you recognize and understand that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both."; (iv) that you hereby make the certifications set out within the [California Fair Credit Reporting Notice](https://www.stretto.com/legal-policies/) at <https://www.stretto.com/legal-policies/> and you agree to comply with all applicable provisions of the California Credit Reporting Agencies Act; (v) that you hereby make the certifications set out within the [Vermont Fair Credit Reporting Notice](https://www.stretto.com/legal-policies/) at <https://www.stretto.com/legal-policies/> and agree to comply with applicable provisions under Vermont law. In particular, you certify that you will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after you have received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. You further certify that you reviewed Section 2480e of the Vermont Fair Credit Reporting Statute that is within the [Vermont Fair Credit Reporting Notice](https://www.stretto.com/legal-policies/) at <https://www.stretto.com/legal-policies/>; and (vi) that you have reviewed [the notices of consumers' rights under various states'](https://www.stretto.com/legal-policies/) fair credit reporting laws posted at <https://www.stretto.com/legal-policies/>.

11.5 Agreement to Release and Hold Harmless. You recognize that Data Providers' information contained in the CCP is secured by and through fallible human sources and that, for the fee charged, neither STRETTO nor any of the Data Providers can be an insurer of the accuracy of the CCP; and that the accuracy of any CCP that you receive is not guaranteed by STRETTO or the Data Providers. Accordingly, you release and hold harmless the Data Providers and STRETTO, and their affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the CCP and from any loss or expense suffered by you resulting directly or indirectly from information contained in the CCP. In addition, you agree to hold harmless the Data Providers and all of their agents on account of any expense or damage arising or resulting from the publishing or other disclosure of information from any CCP by

you or your Authorized Users, employees or agents contrary to the conditions of this Section 11.5 or applicable law.

11.6 Audits by Data Providers. Data Providers may periodically audit you regarding your compliance with the FCRA and other certifications in Sections 11.1 – 11.15 herein. Audits will be conducted by mail whenever possible and will require you to provide documentation as to permissible use of particular consumer reports. You give your consent to STRETTO and the Data Providers to conduct such audits and agree to cooperate fully and promptly in the conduct of any audit. Your material breach of this Section 11.6 shall constitute grounds for immediate suspension of service and termination of your access to CCP containing Data Providers' data. If STRETTO terminates your access to CCP containing Data Providers' data due to the conditions in the preceding sentence, you unconditionally release and agree to hold harmless and indemnify both STRETTO and Data Providers from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and covenant that you will not assert any claim or cause of action of any kind or nature against STRETTO or Data Providers in connection with such termination.

11.7 Ordering CCP.

(A) Intermediary Role. You agree to act as an intermediary and place Consumer Credit Product orders for Clients who wish to obtain a CCP from STRETTO for the purposes of investigating their bankruptcy options.

(B) Available Products. Per Section 11.3 herein, the selection of Consumer Credit Products available to you may change from time to time based on whether your firm has successfully completed an onsite inspection by STRETTO's third-party vendor.

(C) Authenticating Client's Identity. Prior to requesting a Client's credit report, you agree that you will **(i)** verify the Client's identity by checking a minimum of two forms of identification, one of which must be a photo ID; and **(ii)** have the Client successfully complete the online authentication questions in the credit report ordering module *unless your firm has successfully completed an onsite inspection by STRETTO's third-party vendor*. These authentication processes must be completed for each Client on the order.

(D) Obtaining Client's Authorization for CCP. Prior to fulfilling a request for a Client's credit report information, STRETTO must receive that Client's written authorization and instructions to access his/her personal credit profile as maintained by the national credit bureaus. You may send the Client's written authorization and instructions to STRETTO by one of the following two methods: **(i)** by faxing or emailing a completed and signed hard-copy consumer authorization and release form and a photo ID of each Client on the order; or **(ii)** by having each Client on the order read and agree to the [Consumer Consent and Terms](#) in the online credit report ordering module. If you use a hard-copy consumer authorization and release form, you agree to retain the original form and the photo ID documentation in the Clients' file for five (5) years from the date of submission.

11.8 CCP Completion, Delivery and Disclosure. STRETTO will complete most Consumer Credit Product orders in less than one (1) minute once STRETTO receives and processes the Client's written instructions. All CCP ordered via your STRETTO Account are considered to be part of Your Data. STRETTO will deliver ordered Consumer Credit Products to the Client(s) [to whom the reports pertain via www.myhorizontoday.com](#), and to you online via STRETTO's web-based applications at [www.app.bestcase.com](#), [www.cinlegal.com](#) or [www.cincompass.com](#). You agree that you will not disclose the CCP to any other party other than to the Client who is the subject of the credit report data.

11.9 CCP Importation Time Limit. You will have a time period of thirty (30) days from the date on which a Bankruptcy Credit Report™ product is completed to import the credit data into a participating partner bankruptcy forms preparation software program. After the thirty-day time limit, you may continue to view the report itself but will be unable to import any of the data.

11.10 Archiving CCP. STRETTO securely archives CCP for one (1) year. After this time period, the data is securely destroyed and cannot be accessed by you or STRETTO. You are responsible for safeguarding any CCP sent or delivered electronically to the Client at your place of business.

11.11 CCP Pricing. You agree that you will not at any time charge and collect from the Client a price for any Consumer Credit Product that is in excess of STRETTO's prevailing market price for said

product. Any violation of this provision may result in the immediate termination of this Standard Agreement for Service.

11.12 Credit Score Analysis. You are granted a limited, non-exclusive, non-transferable license to use STRETTO's Credit Score Analysis utility powered by CreditXpert, Inc. for your internal business operations consistent with this Agreement and not for any credit repair activities that fall under the Credit Repair Organization Act (CROA). You agree that you will not change, delete or omit information or output generated by the Credit Score Analysis utility. You understand that either STRETTO or CreditXpert, Inc. retain all right, title and interest in the Credit Score Analysis including all copyright and other intellectual property rights.

11.13 Death Master File. You acknowledge that many services containing Experian, TransUnion, and/or Equifax information also contain information from the Death Master File as issued by the Social Security Administration ("DMF"). You agree that you will use deceased flags or other indicia within the credit bureau information only for legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a) (1); and certify that you will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia.

11.14 Ongoing Duty to Update Information. You acknowledge that you must notify STRETTO of any changes in your physical office address that occur during the Term; and both cooperate with and pay for onsite inspections of those different/additional physical office locations as well. In addition, you acknowledge that you must notify STRETTO of any changes in Authorized Users for your STRETTO Account. All notifications pursuant to this section must be in accordance with Section 13.1 ("Notice") of the STRETTO Standard Agreement for Service.

11.15 Additional Requirements for Equifax® Data. Before your STRETTO account activated for the ordering of CCP containing Equifax data ("Equifax Products"), you must satisfy and/ or demonstrate compliance with additional end user requirements mandated by Equifax. Successful compliance with the end user requirements does not guarantee access to Equifax Products. If you are approved to order Equifax Products, you are obligated to abide by all of the terms and conditions set out herein and to ensure your Authorized Users' compliance herewith as well. Failure to comply may lead to immediate termination of the STRETTO Standard Agreement for Service pursuant to Section 5.1 herein. Equifax may change its requirements at any time, and will notify STRETTO of any such changes. STRETTO will notify you of changes in Equifax's requirements as soon as practicable after being informed of the same.

(A) Equifax Requirements. In order to access Equifax Products, you acknowledge, agree and certify **(i)** that you will order Equifax Products only for your exclusive one-time use, that you will hold the Equifax Products in strict confidence except to the extent that disclosure to others is required or permitted by law, that you shall not request Equifax Products on yourself or your employees, and that you shall forbid your employees to obtain Equifax Products on themselves, associates or any other persons; **(ii)** that you will not disclose information from the Equifax Products to the subject(s) of the report except as permitted or required by law, but will refer the subject(s) to Equifax; **(iii)** that you will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of information from the Equifax Products by you, your employees or agents contrary to the conditions of this Agreement or applicable law; **(iv)** that the accuracy of any Equifax Products that you receive is not guaranteed by Equifax or STRETTO, and that for the fee charged, neither STRETTO nor Equifax can be an insurer of the accuracy of the Equifax Products; **(v)** that you release Equifax, STRETTO, and their affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Equifax Products and from any loss or expense suffered by you resulting directly or indirectly from information contained in the Equifax Products; **(vi)** that written notice by either you or Equifax to the other will terminate your access to Equifax Products effective ten (10) days after the date of that notice, but the obligations and agreements set forth in sub-sections 11.15 (A) (i), 11.15 (A) (ii) and 11.15 (A) (iii) will remain in force. Please note that your access to Equifax Products and/or all Consumer Credit Products may be terminated by STRETTO per Section 5.1 of the STRETTO Standard Agreement for Service; **(vii)** that if you undergo

an onsite inspection performed by an Authorized Equifax Inspector, you may be charged up to Fifty Dollars (\$50.00) ("Inspection Fee"). However, if STRETTO has already completed an onsite inspection of your current physical office location on or after January 1, 2014, no additional inspection will be required; and **(viii)** that when you order one of the Equifax Products, STRETTO will only order or access the Equifax Information Service known as ACROFILE as STRETTO is prohibited from ordering or accessing other Equifax Information Services in the creation of the Equifax Products.

(B) Your Certifications. You hereby confirm that you have made all of the certifications set out in Section 11.4 (A) and Section 11.4 (B) herein and further certify that **(i)** you will order one of the Equifax Products, which are consumer reports as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when you intend to use that consumer report information in accordance with the FCRA and all state law counterpart, and for the following permissible purpose: to fulfill your obligations under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 regarding review of a consumer that has engaged you for bankruptcy filing purposes, in accordance with the written instructions of the consumer to whom the consumer report relates. You will use each consumer report ordered under this Agreement for the foregoing purpose and for no other purpose (including, without limitation, any of the other permissible purposes permitted under the FCRA); and **(ii)** with each request for a consumer report, you will obtain a signed and dated hard-copy Consumer Authorization and Release Form (provided by STRETTO) and copy of a photo ID from the consumer as well as an electronic certification of consumer consent for use solely for bankruptcy filing purposes and no other purpose; provide STRETTO with a copy of each written hard-copy authorization form and photo ID copy by fax or email; and maintain copies of such written hard-copy consumer authorizations and photo IDs for five (5) years after the date of the request for consumer report information. In addition to any other audit rights set forth in this section, Equifax may review such consumer authorizations upon request and contact consumers to confirm their consent.

(C) Access to Equifax Data. This sub-section applies to any means through which you order or access the Equifax Products including, without limitation, system-to-system, direct access terminal, personal computer or the Internet. For the purposes of this sub-section, the term "Authorized User" means an employee that you have authorized to order or access the Equifax Products and who is trained on your obligations under this sub-section with respect to the ordering and use of the Equifax Products, and the information provided through same, including your FCRA and other obligations with respect to the access and use of consumer reports. You will **(i)** ensure that only Authorized Users can order or have access to the Equifax Products and the information provided through same; **(ii)** ensure that Authorized Users do not order Equifax Products for personal reasons or provide them to any third party; **(iii)** ensure that all devices used by you to order or access the Equifax Products are placed in a secure location and accessible only by Authorized Users and that these devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures; **(iv)** implement all necessary measures to prevent unauthorized ordering or access to the Equifax Products by any persons other than Authorized Users for permissible purposes. Those measures will include, without limitation, limiting the knowledge of your security codes, telephone access number(s) STRETTO provides, and any passwords you may use, to Authorized Users and other employees with a need to know; changing your user passwords at least every ninety (90) days, or sooner if it is obtained by any third party or an Authorized User is no longer responsible for accessing the Equifax Products, or if you suspect an unauthorized person has learned the password; and using all security features in the software and hardware you use to order or access the Equifax Products; **(v)** monitor compliance with the obligations of sub-section and will immediately notify STRETTO if you suspect or know of any unauthorized access or attempt to access the Equifax Products. Such monitoring will include, without limitation, a review of each STRETTO invoice for the purpose of detecting any unauthorized activity. You will not ship hardware or software between your locations or to third parties without deleting all STRETTO access number(s), security codes, telephone access number(s)

and your user passwords. If you use a third party vendor to establish access to the Equifax Products, you are responsible for the third party vendor's use of your member numbers, security access codes, or passwords. You will ensure that the third party vendor safeguards your security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to you under this section. You will inform Authorized Users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. If STRETTO reasonably believes that you have violated this sub-section, STRETTO may, in addition to any other remedy authorized by this Section 11.15 with reasonable advance written notice to you and at STRETTO's sole expense, conduct, or have a third party conduct on its behalf, an audit of your network security systems, facilities, practices and procedures to the extent STRETTO reasonably deems necessary in order to evaluate your compliance with the data security requirements of this sub-section.

12. Terms and Conditions for Equifax® Intelligent Property Report ("IPR"). You agree to the following restrictions on use and limitations any time you use the Intelligent Property Report product which is included in the certain consumer credit report products and also available for purchase a la carte (the "IPR").

(A) Unless Equifax agrees in writing otherwise, the licensed information received via the IPR is provided for a "one-time" use only. You may archive the licensed information solely for audit purposes for twelve (12) months after the date on which Equifax provided that licensed information to you (the "Archive Period"). Should you experience a data loss during the Archive Period that renders the stored licensed information inaccessible or unreadable, you may request that the CRA deliver to him or her a copy of the licensed information originally provided. Upon the expiration of the Archive Period, you will within a reasonable period of time, not to exceed one hundred and twenty (120) days, destroy or delete the applicable licensed information from its files and computer systems, including all copies thereof, no matter how stored. Upon Equifax's request, you will certify in writing that it has completed the foregoing activity.

(B) You shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to real estate property valuation practices. You will not use any element or component of the IPR to create, replace, supplement or enhance any title, legal vesting, ownership or encumbrance reports. You will not use the IPR coupled with alternative insurance approaches or products without first obtaining Equifax's written permission.

(C) You shall: (i) not use for solicitation the name, mailing address or telephone number of a consumer that is designated within any IPR; (ii) with respect to the IPR, abide by all prevailing federal, state, and local laws and regulations governing fair information practices and consumers' rights to privacy; (iii) limit access to the IPR to those individuals who have a "need to know" in connection with your business and will obligate those individuals to acknowledge consumers' rights to privacy and adhere to fair information practices; and (iv) with respect to any score, hold all information received from Equifax in connection with the IPR in strict confidence and will not disclose that information to the subject of the report or to others except as required or permitted by law.

(D) You shall not use the IPR: (i) as a factor in establishing an individual's eligibility for credit or insurance; (ii) in connection with underwriting individual insurance; (iii) in evaluating an individual for employment purposes; (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (v) in connection with any permissible purpose as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*); or (vi) in any other manner that would cause such use of the information to be construed as a consumer report by any authority having jurisdiction over you, Equifax or both.

(E) The IPR, including without limitation, the Automated Valuation Models ("AVMs") used in the creation of the IPR, do not constitute an appraisal of the subject property. The condition of the subject property and current market conditions can greatly affect the validity of the IPR. No AVMs generated include a physical inspection of the subject property or a visual inspection or analysis of

current market conditions by a licensed or certified appraiser, which is typically included in an appraisal. The IPR should not be relied upon in lieu of an appraisal or underwriting process. The predicted value reports are based upon data collected primarily from public record sources. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE IPR, THE AVMS, THE REPORTS, THE EXISTENCE OF THE SUBJECT PROPERTY, AND THE ACCURACY OF THE PREDICTED VALUE ARE ESTIMATIONS OF VALUE BASED ON AVAILABLE DATA AND ARE NOT GUARANTEED OR WARRANTED. NEITHER EQUIFAX NOR ITS AFFILIATES OR LICENSOR MAKE ANY WARRANTY OR REPRESENTATION: (i) THAT THE DATA IS IN COMPLIANCE OF ANY FEDERAL OR STATE OPT OUT OR DO NOT CALL OR SIMILAR LAW; OR (ii) ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE INFORMATION SERVICES IN ANY JURISDICTION, STATE OR REGION.

13. Terms and Conditions for LexisNexis Data Products. You have a restricted license to use Consumer Credit Products and Due Diligence Products containing data from LexisNexis ("LN Products") for your bankruptcy case preparation purposes. You warrant that all of your use of the LN Products shall be for only legitimate purposes, including those specified by you in connection with a specific information request, relating to your business and as otherwise governed by the Agreement. You shall not use LN Products for marketing purposes or resell or broker the LN Products to any third party. You agree that if STRETTO determines or reasonably suspects that you are engaging in marketing activities, reselling or brokering the LN Products information, programs, computer applications, or data, or are otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, STRETTO may take immediate action, including terminating the delivery of, and the license to use, the LN Products. You shall not access the LN Products from Internet Protocol addresses located outside of the United States and its territories without STRETTO's prior written approval. You may not use data to create a competing product. You shall comply with all laws, regulations and rules which may, in STRETTO's opinion, govern the use of the LN Products and information provided therein. STRETTO will use reasonable care to deliver the LN Products that you request. You agree that you accept all information "AS IS." You acknowledge and agree that STRETTO obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that you shall not rely on STRETTO for the accuracy or completeness of information supplied through the LN Products. You understand that you may be restricted from accessing certain LN Products which may be otherwise available. STRETTO reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Products.

(A) GLBA Data. Some of the information contained in the LN Products is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.), ("GLBA"), and is regulated by the GLBA ("GLBA Data"). You shall not obtain and/or use GLBA Data through the LN Products, in any manner that would violate the GLBA, or any similar state or local laws, regulations rules. You acknowledge and agree that you may be required to certify your permissible use of GLBA Data at the time you request information in connection with certain LN Products. In addition, you agree you will recertify, in writing, your permissible uses of GLBA Data upon request by STRETTO. You certify with respect to GLBA data received through the LN Products that you will comply with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(B) DPPA Data. Some of the information contained in the LN Products is "personal information," as defined in the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.), ("DDPA") and is regulated by the DPPA ("DPPA Data"). You shall not obtain and/or use DPPA Data through the LN Products in any manner that would violate the DPPA. You acknowledge and agree that you may be required to your permissible use of DPPA Data at the time you request information in connection with certain LN Products. In addition. You agree you will recertify, in writing, to STRETTO your permissible uses of DPPA Data upon the request of STRETTO.

(C) Social Security and Driver's License Numbers. If you obtain Social Security Numbers or Driver's License Numbers ("SSNs") through the LN Products, you certify you will not use the SSNs for any purpose other than as follows: In addition to the restrictions on distribution set forth in this Section 13, you agree that you will not permit SSNs obtained through LN Products to be used by an

employee or contractor who is not an appropriate user with an appropriate use. In the event you are not an appropriate user and/or do not have an appropriate use at any time during the term of this Agreement, STRETTO may immediately preclude you from receiving SSNs. You agree you will recertify in writing, to STRETTO, that you are an appropriate user and that you have one or more authorized uses upon the request of STRETTO. You may not, to the extent permitted by the terms of this Agreement, transfer SSNs via email or text without STRETTO's prior written consent.

(D) Copyrighted Materials. You shall not remove or obscure the copyright notice or other notices contained on materials accessed through the LN Products.

(E) FCRA Services. The following restricted license is conditionally granted for LN Products by the federal Fair Credit Reporting Act, (15 USC. 1681, et seq.), ("FCRA"). These products presently include, without limitation, Banko Collections Solutions, Deceased Notification Batch Services, Electronic Bankruptcy Notifier, Onescore, RiskView, PeopleWise Employment Screening, Securint Employment Screening, and Securint Tenant Screening. These products constitute consumer reports as defined by the FCRA ("Consumer Report"). You certify that when using the Consumer Report LN Products, you will comply with all applicable provisions of the FCRA and all other applicable federal, state or local legislation, regulations rules. Without limiting the generality of the foregoing, you certify that **(i)** you will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and **(ii)** you will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through Consumer Report LN Products. You agree you will certify in writing to STRETTO your permissible purposes for use of the Consumer Report LN Products upon the request of STRETTO.

(F) Public Records Products. For all Public Records LN Products, exclusive of FCRA products detailed herein, the following restricted license is conditionally granted. These products, including without limitation FraudDefender, RecoverScore, and Accurant, are not provided by "consumer reporting agencies," as that term is defined in the FCRA and do not constitute Consumer Reports. Accordingly, you certify that you will not use any of the information you receive through these Public Records LN Products for any of the following purposes: **(i)** in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer; **(ii)** for employment purposes; **(iii)** in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; **(iv)** as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or, **(v)** for any other purpose deemed to be a permissible purpose under the FCRA. You may use, except as otherwise prohibited by this Agreement, information received through these Public Records products for the following purposes: **(vi)** to verify or authenticate an individual's identity; **(vii)** to prevent or detect fraud or other unlawful activity; **(viii)** to locate an individual; **(ix)** to review the status of a legal proceeding; or, **(x)** to decide whether to buy or sell consumer indebtedness in a commercial transaction.

(G) Supplemental Terms. Certain materials contained within the LN Products are subject to additional obligations and restrictions. To the extent you receive such materials through the LN Products you agree to comply with the Supplemental Terms for Specific Materials contained at the following website: <http://www.lexisnexis.com/en-us/terms/supplemental/> (the "Supplemental Terms"). The Supplemental Terms are hereby incorporated into this Agreement by reference.

14. Miscellaneous.

14.1 Notice. (A) To You. We may provide any notice to you under this Agreement by doing any or all of the following: **(i)** posting a notice in your STRETTO Account, which is viewable whenever you order a Product; **(ii)** sending a message to the email address then associated with your STRETTO Account; or **(iii)** mailing a notice to the business address then associated with your STRETTO Account via FedEx, UPS or registered or certified US Postal Service mail. Notices STRETTO posts to your STRETTO Account are considered to be delivered by us and received by you as of the date and time of our posting. Notices STRETTO sends by email are considered to be delivered by us and received by you when we send the email, regardless of whether you actually receive the email. Notices STRETTO

provides by mail carrier are considered to be delivered by us and received by you on the date on which the carrier delivers the notice to your address, regardless of whether you actually receive the mail. It is your responsibility to inform us of any changes to your email address and mailing address.

(B) To Us. To give STRETTO notice under this Agreement, you must contact STRETTO as follows: **(i)** by facsimile transmission to 866-307-1003; **(ii)** by email to attorney@stretto.com; or **(iii)** by FedEx, UPS or registered or certified US Postal Service mail to Credit Infonet, Inc., 4540 Honeywell Court, Dayton, OH 45424. Notices you provide to STRETTO by facsimile transmission or by email are considered to be delivered by you and received by us one business day after they are sent. Notices you provide to STRETTO by mail carrier are considered to be delivered by you and received by us on the date on which the carrier delivers the notice to STRETTO. **(C) Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

14.2 Publicity. You agree that you will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

14.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including but not limited to acts of God; pandemics; labor disputes or other industrial disturbances; systemic electrical, telecommunications, or other utility failures; earthquake, storms or other elements of nature; blockages, embargoes, riots, acts or orders of government; acts of terrorism or war; and/or Internet service provider failure or delay, or denial of service attack. You agree to hold STRETTO harmless for all such interruptions.

14.4 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party, nor any of the parties' respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

14.5 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

14.6 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 14.6 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

14.7 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

14.8 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14.9 Governing Law; Venue. The laws of the State of Ohio, without reference to conflict of law rules, govern the performance and construction of this Agreement. The federal or state courts resident in Montgomery County, Ohio shall have exclusive jurisdiction over any dispute that might arise between you and us relating to this Agreement. You consent to exclusive jurisdiction and venue in these courts and agree to forebear from filing a claim in any other jurisdiction or venue. Use of your STRETTO Account and Products is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this Section 14.9.

14.10 Entire Agreement; English Language. This Agreement is the entire agreement between you and us regarding your STRETTO Account and the Products. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement.

EXHIBIT B
GDPR Addendum

This GDPR Addendum is a part of the Best Case® Cloud Solution End User License Agreement (the “Agreement”) by and between Best Case, LLC (the “Processor”)¹ and Subscriber (referred to herein as the “Company”, and, together with the Processor, the “Parties”).

RECITALS WHEREAS,

- (A) The Processor and the Company have agreed to the following terms regarding the Processing of Company Personal Data.
- (B) The Company acts as a Controller of the Company Personal Data.
- (C) The Company wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.
- (D) The Company instructs the Processor to process Company Personal Data.
- (E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “GDPR”).

NOW THEREFORE, the Company and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings:
 - (a) “Addendum” shall mean this GDPR Addendum;
 - (b) “Company Personal Data” means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Company’s employees, clients, customers, creditors, equity interest holders, or counter-parties;
 - (c) “Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
 - (d) “Services” means the services the Processor provides to the Company pursuant to the Agreement;
 - (e) “Subprocessor” means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Company in connection with the Agreement;
 - (f) “Technical and organizational security measures” means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
 - (g) The terms “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processor”, “Processing”, “Special Categories of Personal Data”, and “Supervisory Authority” shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.
2. **Obligations of the Company.** The Company agrees and warrants:
 - (a) that the Processing, including the transfer itself, of the Company Personal Data has been and will continue to be carried out in accordance with the relevant provisions

¹ Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

- Laws in the context of that individual's duties to the Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
- (h) that it shall not use (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company with prior written consent.
4. **Obligations after Termination of Personal Data Processing Services.**
- (a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Company, return all Company Personal Data and the copies thereof to the Company or shall destroy all the Company Personal Data and certify to the Company that it has done so, unless legislation imposed upon the Processor prevents it from returning or destroying all or part of the Company Personal Data. In that case, the Processor warrants that it will guarantee the confidentiality of the Company Personal Data and will not further process the Company Personal Data.
 - (b) The Processor and any Subprocessor warrant that upon request of the Company and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.
5. **Notices.** All notices and communications given under this Addendum must be delivered as provided for by the Agreement.