

## **Third-Party Data Terms and Conditions**

These Third-Party Data Terms and Conditions, as may be updated from time to time (the “Third-Party Data Terms and Conditions”) apply to Third-Party Data (defined below) accessible via the Platform and/or Services as may be made available by Orion. With respect to any pricing modifications or changes as they pertain to Third Party Data, Orion will provide Customer with sixty (60) days’ notice of any such changes.

In the event of any conflict between these Third-Party Data Terms and Conditions and the terms set forth in the Agreement, including any exhibit(s), attachment(s), schedule(s), statement of work(s), or addenda thereto, the Third-Party Data Terms and Conditions shall prevail and govern Customer’s access and use of the relevant Third-Party Provider’s content via Orion’s Platform and/or Services. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

The following provisions apply to all Third-Party Data made available via the Platform and/or Services from any Third-Party Provider:

Orion will, amongst others, use data compiled and/or prepared by third-party data providers (“Third-Party Data Providers”) in the delivery of the Platform and/or Services. Third-Party Data is not owned by Orion, and Customer may be required to obtain permission directly from Third-Party Data Providers to use Third-Party Provider information, data, and/or content (“Third-Party Data”) and may be subject to additional terms and conditions and/or fees.

Customer acknowledges and agrees that Third-Party Data in the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, respective owners, and that no proprietary rights are being transferred to Customer in such materials or in any of the information contained therein. Customer agrees that misappropriation or misuse of such materials will cause serious damage to third-parties, and that in such event money damages may not constitute sufficient compensation to third-parties; consequently, Customer agrees that in the event of any misappropriation or misuse, Orion and its Third-Party Data Providers shall have the right to obtain injunctive relief in addition to any other legal or financial remedies.

Third-Party Data is not investment advice, and a reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided in the Third-Party Data is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions. Third-Party Data Providers, including their affiliates and their third-party suppliers, have exclusive proprietary rights in the Third-Party Data and any information and software received in connection therewith.

NEITHER ORION, ITS THIRD-PARTY DATA PROVIDERS NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE THIRD-PARTY DATA. ALL SUCH MATERIALS ARE PROVIDED TO LICENSEE ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER ORION, ITS THIRD-PARTY DATA PROVIDERS NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS REGARDING THIRD-PARTY DATA NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL REGARDING THIRD-PARTY DATA, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF A THIRD-PARTY PROVIDER OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY CUSTOMER TO THE THIRD-PARTY PROVIDER OR ITS AFFILIATE FOR

ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, NEITHER ORION, ITS THIRD-PARTY DATA PROVIDERS NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES REGARDING THIRD-PARTY DATA DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

Customer shall not use or permit anyone to use the Third-Party Data for any unlawful or unauthorized purpose, as determined by the Third-Party Provider (additional information for specific Third-Party Data Providers is provided below). Third-Party Data is being provided for Customer's internal use only and Customer is not authorized or permitted to publish, distribute or otherwise furnish such information or software to any third-party without prior written approval of Orion and/or the specific Third-Party Provider. Customer shall not use or permit anyone to use the Third-Party Data for the purpose of creating financial products.

Access to Third-Party Data is subject to termination in the event that any agreement between Orion and the Third-Party Provider in question terminates for any reason. Third-Party Provider may enforce their respective rights against Customer as the third-party beneficiary of the Agreement between Orion and Customer, even though they are not a party to the Agreement between Orion and Customer.

Customer acknowledges and agrees that the Third-Party Data Terms and Conditions shall survive any termination of its right of access to the Platform and/or Services.

The following provisions apply to Third-Party Data made available via the Platform and/or Services from the specific Third-Party Provider, as applicable, and are binding upon the Customer:

### **Akoya LLC Data Aggregation**

Orion has entered into an arrangement with Akoya LLC ("Akoya") whereby Akoya has granted Orion and, by extension, Customer, the ability to access and use Akoya's data access network (the "Akoya DAN") to provide a secure and seamless process for sharing account data (the "Akoya Services").

Customer desires to access and utilize the Akoya DAN and the Akoya Services through its interface with the Orion system and Orion has agreed to make the Akoya DAN and the Akoya Services available to Customer pursuant to the Akoya terms and conditions set forth herein.

- 1. Description.** Orion has entered into an arrangement with Akoya to offer Customer the Akoya Services through the Akoya DAN, consisting of aggregated financial account data made available to Akoya. Customer understands that either the Customer on behalf of its client or the client must specifically authorize Akoya to use the clients' data in providing Akoya's services and Orion shall not be responsible for the accuracy of the data accessed through the Akoya DAN and the Akoya Services.
- 2. Definitions.** For purposes of these Akoya terms and conditions, each term listed below has the meaning designated.

**"Data Recipient"** means any data recipient who accesses Permitted Account Data from Customer, or from another data recipient, in accordance with these Akoya terms and conditions.

**"FI"** means a financial institution or other supplier of data to the Akoya DAN.

**"FI Customer"** means customer(s) of a Participating FI.

**“Participating FI”** means an FI who has affirmatively enabled access to Permissioned Account Data through the Akoya DAN.

**“Participating FI Customer”** means a customer of a Participating FI who has affirmatively authorized a Participating FI to permit Orion, Customer, or a Data Recipient, as the case may be, to access Permissioned Account Data on his, her, or their behalf and has affirmatively, either directly or indirectly, authorized use of such Permissioned Account Data for such FI Customer’s benefit.

**“Permissioned Account Data”** means the data accessed by Akoya from a Participating FI and transmitted in accordance with the permissions granted by the Participating FI and the Participating FI Customer. If either a Participating FI or a Participating FI Customer rescinds permissions with respect to any or all data, such data will no longer be Permissioned Account Data.

### **3. Access and Use of Permissioned Account Data**

#### **Customer agrees as follows:**

- a. Customer has obtained all necessary express, affirmative consents of all Participating FI Customers to access, distribute, disclose, or otherwise make available, directly or indirectly, any Permissioned Account Data relating to, or derived from, any such Participating FI Customer’s Permissioned Account Data, as provided for hereunder.
- b. In the absence of the express, affirmative consent of a Participating FI Customer, Customer shall not access, distribute, disclose, or otherwise make available, directly or indirectly, any Permissioned Account Data relating to, or derived from, that Participating FI Customer’s Permissioned Account Data. Customer shall notify Orion immediately upon any revocation of the express affirmative consent of a Participating FI Customer.
- c. Customer shall not, directly or indirectly, sell, resell, barter, license, or charge a fee to any Participating FI Customer for that Participating FI Customer’s access to their Permissioned Account Data.
- d. Customer acknowledges and agrees that the Permissioned Account Data is provided “as is,” and Orion or Akoya, as the case may be, may modify Customer’s access to Permissioned Account Data in its sole discretion from time to time.
- e. Customer acknowledges and agrees that Orion’s access to the Akoya DAN and the Akoya Services may be modified by Akoya, and such changes may require Customer to make changes to its applications or services in order to continue to access Permissioned Account Data.

### **4. Conditions.**

- a. Nothing herein shall be construed to grant Customer any rights to the Akoya DAN, the Akoya Services, or Permissioned Account Data except as expressly granted herein, and no rights or licenses, express or implied, are hereby granted to Customer with respect to any intellectual property rights or under any patents, copyrights, or trade secrets as a result

of, or related to, these Akoya terms and conditions or Orion's course of dealing with Customer hereunder.

- b. Customer shall not, in any manner: (a) make any statements to the press or the public about the Permissioned Account Data, except as required by applicable law; or (b) use the name, trade name, trademarks, service marks, symbols, or brand names of any Participating FI in any manner in any of Customer's advertising or marketing literature, web sites, press releases or any other document or communication (in electronic, paper or other form).
- c. Customer shall not in any manner: (a) make any statements to the press or the public about Orion or Akoya, except as required by applicable law, or (b) use the name, trade name, trademarks, service marks, symbols, or brand names of Orion or Akoya in any manner in any of Customer's advertising or marketing literature, web sites, press releases, or any other document or communication (in electronic, paper, or other form).
- d. Upon any termination or suspension of these Akoya terms and conditions, the Agreement, or Customer's access to the Permissioned Account Data, all rights that Customer may have with respect to the Permissioned Account Data will immediately be terminated or suspended, as applicable, and Customer shall immediately cease using the Permissioned Account Data.
- e. The existence and terms of these Akoya terms and conditions shall constitute Orion's confidential information.

**5. Third Party Licensed Data.** Customer acknowledges and agrees that Customer is responsible for determining the appropriate third party licenses and approvals that may be necessary for Customer or any Data Recipient to access, use or redistribute Permissioned Account Data originating or derived from a third party other than a Participating FI ("Third Party Licensed Data") that is a part of the Permissioned Account Data. Customer shall ensure that Customer and Data Recipients obtain all necessary rights, licenses, and approvals to access, use or redistribute Third Party Licensed Data as part of the Permissioned Account Data. Customer represents and warrants that it shall not access, use, or redistribute any Third Party Licensed Data for which Customer does not have all necessary rights, licenses, and approvals. Customer acknowledges and agrees that Orion, a Participating FI and/or Akoya may disclose Customer's name and contact information and the names and contact information of Data Recipients, to Third Party Licensed Data providers. Notwithstanding authorization for access by an FI Customer, Customer acknowledges and agrees that Orion, Akoya or a Participating FI may prohibit access to certain Permissioned Account Data that contains Third Party Licensed Data for any reason, including but not limited to, if Orion, a Participating FI or Akoya determines that Customer or a Data Recipient does not have the right to access, use, or redistribute the Third Party Licensed Data. Customer acknowledges and agrees that Customer may receive different Permissioned Account Data than other third parties receiving Permissioned Account Data under these Akoya terms and conditions. Customer further acknowledges and agrees that Orion and Akoya are not waiving nor purporting to waive any rights that Third Party Licensed Data providers may have in connection with any unauthorized access,

use, or redistribution of Third Party Licensed Data. Customer will comply with the Third Party Licensed Data Terms set forth in **Schedule A**, which is attached hereto and incorporated herein.

- 6. Fees.** The Akoya DAN subscription fee consists of a non-refundable subscription volume fee set forth in the table below based on the number of End User Accounts on the Orion system (the “Subscription Fee”). An “End User Account” is defined as each link established by a Participating FI Customer providing explicit consumer consent to Participating FI for Permissioned Account Data. The Subscription Fee set forth below shall be billed to Customer in addition to the applicable per account fees applied to such End User Accounts as set forth under the Agreement. Subscription Fee, invoicing, and fee exclusion details are provided on **Schedule B**, which is attached hereto and incorporated herein.

<b>Subscription Fee</b>	<b>Cost Per End User Account Per Year</b>
End User Account	\$1.25

**7. Data Security.**

- a. Customer shall: (a) maintain adequate technical and organizational measures to comply with all applicable industry standards and best practices concerning handling, using, storing, processing, sharing, destroying and protecting Permissioned Account Data; (b) comply with any data security or privacy requirements that may be imposed by a Participating FI; and (c) require every Data Recipient to comply with the requirements of this Section as a condition of such Data Recipient accessing Permissioned Account Data. Customer acknowledges that a Participating FI may impose additional information security and assessments on Customer prior to, and as a condition of, Customer accessing, or continuing to access Permissioned Account Data from that Participating FI, and Customer agrees to abide by those additional requirements. Further, Customer agrees to abide by the data security and privacy requirements set forth in the Agreement.
- b. Upon Orion’s or Akoya’s reasonable advanced request, and at Orion’s or Akoya’s, as the case may be, sole expense, Customer will use commercially reasonable efforts to provide assurance, in the form of an independent third party audit, certification, or assessment report, or allow Orion or Akoya to conduct its own assessment of Customer: (a) for regulatory or compliance reasons; (b) as a result of or in connection with Customer’s material breach of these Akoya terms and conditions; (c) as a result of or in connection with a Security Incident (as hereinafter defined); (d) as a result of or in connection with Customer’s reorganization or a material change in Customer’s service or delivery model; or (e) as a result of or in connection with a material change relating to Customer’s activities conducted in connection with these Akoya terms and conditions.
- c. Customer shall promptly block, and, unless prohibited by law, notify Orion immediately upon any unauthorized or prohibited access or use of the Permissioned Account Data of Customer’s systems or Data Recipient’s systems on which Permissioned Account Data

resides (each, a “Security Incident”). In the event of any Security Incident involving Orion, Akoya, Customer, or Permitted Account Data, Customer will not make any public statements (e.g, press, blogs, social media, bulletin boards, etc.) referencing Akoya, Orion, or any Participating FI without the prior written and express permission in each instance of Orion, Akoya, and the applicable Participating FI, except as required by applicable law. Without undue delay upon the closure of each Security Incident, Customer shall provide Orion with a final written report including the root cause, actions taken, and plans to prevent a similar incident from occurring in the future. Customer shall provide all notices to Orion of any Security Incident: (a) by telephonic or e-mail notice to Customer’s primary contact at Orion, followed by written notice; and (b) by electronic mail to: [privacy@orion.com](mailto:privacy@orion.com) or other successor e-mail address designated by Orion in writing to Customer. Such notices shall be deemed confidential information.

- d. Customer shall ensure that Permitted Account Data remains secure and prevent its loss and unauthorized use.
- e. Customer shall reasonably cooperate with, Orion, Akoya, and/or any Participating FI to resolve any privacy or security issues involving: (a) any Security Incident involving Customer, Akoya, Orion, and Permitted Account Data; or (b) the means through which Permitted Account Data is accessed by Customer.
- f. Orion, Akoya, and/or a Participating FI is permitted, on one or more occasion(s), and upon reasonable advance request, to perform a security assessment to assess the facilities, physical and logical controls, and information security controls, policies and practices of Customer (each a “Security Review”). Orion, Akoya and/or a Participating FI shall have the right to perform a Security Review as part of the Registration Processes and no more than once per calendar year thereafter except in the event of a Security Incident or as Orion, Akoya, and/or a Participating FI deems necessary to meet government regulatory or supervisory authority requirements. Customer shall provide Orion, Akoya, and/or a Participating FI with access to personnel, and the ability to review applicable policies and procedures and relevant documentation, as is reasonably necessary to facilitate the Security Review. In performing any Security Review, Orion, Akoya, and/or a Participating FI shall take reasonable steps to avoid disruption of Customer’ business. Customer agrees and acknowledges that Orion, Akoya, and/or a Participating FI’s findings from the Security Review, responses to the Security Review questionnaires, and other materials exchanged in connection with the Security Review (collectively, the “Assessment Materials”) form an essential consideration of Orion’s willingness to enter into these Akoya terms and conditions with Customer.
- g. When Orion, Akoya, and/or a Participating FI performs a Security Review, Orion, Akoya, and/or the Participating FI will document its findings in a written report (the “Security Review Report”) and the Parties shall work together in good faith to agree upon a remediation plan to address those findings (the “Risk Management Plan”) within thirty (30) days following delivery of the Security Review Report. Unless otherwise agreed in writing by Orion, Akoya, or a Participating FI, all risks identified as “Critical Risks” shall be

remediated within forty-five (45) days of delivery of the Security Review Report, and all risks identified as “High Risks” shall be remediated within ninety (90) days of delivery of the Security Review Report. Any failure to do so shall be deemed a material breach of these Akoya terms and conditions, and Orion shall have the right in its sole discretion to immediately terminate these Akoya terms and conditions upon written notice (without opportunity for further cure), or to suspend Customer’s access to the Akoya DAN and the Akoya Services until such risks have been remediated to Orion’s satisfaction.

- h. Customer agrees and acknowledges that Orion and/or Akoya may share any and all information relating to a Security Incident and the results of any audit, certification or assessment, including but not limited to Assessment Materials, the Security Review Report and the Risk Management Plan, with a Participating FI, or with an FI considering becoming a Participating FI, so long as such Participating FI or FI is subject to confidentiality obligations no less stringent than those set forth under the Agreement.
- i. During the term of these Akoya terms and conditions, Customer agrees to maintain security controls consistent with, and no less protective than, the security controls reflected in the initial and all subsequent Security Review Reports, including the controls provided by Customer in response to the Security Review questionnaire, as such security controls may be revised and enhanced as stated in the Risk Management Plan.

## **8. Disclaimers.**

ORION, AKOYA, PROVIDERS OF DATA (INCLUDING BUT NOT LIMITED TO PARTICIPATING FIS) OR SERVICES TO AKOYA, LICENSORS TO AKOYA, AND THEIR RESPECTIVE PARTNERS AND AFFILIATES (COLLECTIVELY, “DATA PROVIDERS”) ARE MAKING NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, RELATING TO OR CONCERNING IN ANY WAY THE MATTERS ADDRESSED IN THESE AKOYA TERMS AND CONDITIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT ORION, AKOYA, AND DATA PROVIDERS HAVE MADE NO REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THEIR SYSTEMS, AS TO THE SYSTEMS OF THIRD PARTIES, OR AS TO THE ACCURACY (I.E., AVAILABILITY, TIMELINESS, OR COMPLETENESS) OF THE AKOYA DAN, DATA (INCLUDING PERMISSIONED ACCOUNT DATA) OR AKOYA PROPERTY. CUSTOMER’S ACCESS TO DATA, (INCLUDING PERMISSIONED ACCOUNT DATA) IS AT CUSTOMER’S SOLE RISK, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY SYSTEMS, NETWORKS, OR DATABASES BELONGING TO CUSTOMER, A THIRD PARTY, OR AN FI CUSTOMER THAT MAY RESULT FROM CUSTOMER’S ACCESS OR USE OF DATA (INCLUDING PERMISSIONED ACCOUNT DATA). CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, INTERNET, COMPUTER HARDWARE, SOFTWARE, AND OTHER EQUIPMENT, MATERIALS, AND THIRD PARTY LICENSES AND CONSENTS NEEDED TO ACCESS THE PERMISSIONED ACCOUNT DATA AND FOR ALL CHARGES RELATED THERETO. ORION, AKOYA, AND DATA PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE AKOYA DAN, DATA (INCLUDING PERMISSIONED ACCOUNT DATA), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ORION, AKOYA AND DATA PROVIDERS MAKE NO WARRANTY TO

CUSTOMER THAT (1) THE DATA (INCLUDING PERMISSIONED ACCOUNT DATA) WILL MEET CUSTOMER'S REQUIREMENTS; (II) THE DATA (INCLUDING PERMISSIONED ACCOUNT DATA) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) DATA (INCLUDING PERMISSIONED ACCOUNT DATA) WILL BE AVAILABLE, ACCURATE, COMPLETE, TIMELY, OR RELIABLE; OR (IV) ANY ERRORS WILL BE CORRECTED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE AKOYA DAN, ORION SYSTEM, AND/OR DATA (INCLUDING PERMISSIONED ACCOUNT DATA) IS TO STOP ACCESSING THE ORION SYSTEM AND/OR DATA (INCLUDING PERMISSIONED ACCOUNT DATA), AS APPLICABLE.

ORION, AKOYA, AND DATA PROVIDERS WILL HAVE NO DIRECT OR INDIRECT LIABILITY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES OR LOSSES OF ANY TYPE SUFFERED OR INCURRED BY CUSTOMER RELATED TO, OR ARISING FROM, CUSTOMER'S ACCESS AND/OR USE OF THE ORION SYSTEM AND/OR DATA (INCLUDING PERMISSIONED ACCOUNT DATA) OR ANY OTHER MATTER PERTAINING TO THESE AKOYA TERMS AND CONDITIONS OR THE ACTIVITIES CONTEMPLATED HEREUNDER. NEITHER PARTY IS LIABLE TO THE OTHER PARTY (INCLUDING ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR THE OTHER PARTY'S LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THESE AKOYA TERMS AND CONDITIONS OR ITS SUBJECT MATTER, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT THE NON-CLAIMING PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, LOSSES ARISING FROM OR RELATING TO THE LOSS OF ANY ASSETS OR FUNDS BY A PARTICIPATING FI CUSTOMER, AND ANY AND ALL ATTRIBUTABLE ASSOCIATED EXPENSES, SHALL NOT BE CONSIDERED TO CONSTITUTE LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

#### **9. Indemnification.**

- a. In addition to, and not limiting Customer's obligations under the Agreement, Customer shall defend Orion and Akoya from and against any and all third party claims, actions and suits arising, alleged, brought or asserted (collectively, "Claims") against, Orion, Akoya, Orion and Akoya's respective affiliates, and Orion and Akoya's respective third party service providers, officers, directors, employees, contractors, representatives, successors and assigns arising from: (a) the alleged or actual use or misuse of the Orion system, the Akoya DAN, or the Akoya Services by Customer; (b) Customer's use or any alleged misuse of Permissioned Account Data; (c) any loss or exposure of Permissioned Account Data in connection with these Akoya terms and conditions; and (d) theft or misappropriation or Permissioned Account Data from Orion's systems, the Akoya DAN, or from systems or premises under Customer's care, custody or control.

#### **10. Liability.**

- a. In the event that a Participating FI or a Participating FI Customer suffers a loss of funds caused by theft or misappropriation of Permissioned Account Data from the systems or premises of Customer or a Data Recipient, Customer agrees to reasonably cooperate with and assist the applicable Participating FI in any reasonable effort that the applicable



Participating FI undertakes to seek reimbursement from Customer or a Data Recipient for any such loss of funds.

**11. Representations and Warranties.** Customer represents and warrants that:

- a. Customer represents and warrants that it has proper authority and authorization from its clients to secure access to client data.
- b. Customer will not include (or enable or permit to be included), any spyware, malware, virus, worm, Trojan horse or other malicious or harmful code (“Harmful Code”) in connection with Customer’s use of the Orion system, or circumvent or attempt to circumvent or render ineffective any applicable security measures of the Orion system, or use Permissioned Account Data for any unlawful purpose or for any other purpose or in any manner other than as expressly permitted in these Akoya terms and conditions.
- c. Customer will not encourage, promote, or perform any activity that is illegal, offensive, or otherwise violates the rights of another party in connection with Customer’s performance under these Akoya terms and conditions.
- d. Customer’s access to, and use of, the Permissioned Account Data will comply with all applicable laws, regulations, policies, or other third party rights, including laws and regulations related to data privacy and protection, security, and accessibility.
- e. Customer’s physical or electronic acceptance of these Akoya terms and conditions is genuine and is a physical or electronic signature by Customer’s duly authorized representative.
- f. Customer will notify Orion immediately upon Customer’s knowledge that any of the representations and warranties contained within these Akoya terms and conditions or the Agreement, as the case may be, become untrue or misleading.

**12. Suspension.**

- a. Customer acknowledges and agrees that:
  - i. Customer’s access to any Permissioned Account Data requires both initial and continuing permission by a Participating FI, and that Permissioned Account Data will only be available if, and to the extent that, it is accessible by Orion and/or Akoya.
  - ii. Orion will suspend Customer’s access if Orion reasonably believes Customer has failed to comply with the provisions of these Akoya terms and conditions.
  - iii. Orion will suspend Customer’s access to Permissioned Account Data if directed to do so by Akoya or a Participating FI, with or without cause.

- iv. Orion and/or Akoya reserves the right to suspend Customer's access to, or right to use, Permissioned Account Data at any time with or without notice and without liability where Orion and/or Akoya determines in good faith and its sole discretion that: (a) there has been, or there is a risk of, any unauthorized or prohibited use of Permissioned Account Data; (b) there has been, or there is a risk of, a security breach of any systems on which Permissioned Account Data resides; (c) adequate information security safeguards and controls are not in place; (d) there has been a material breach by Customer of these Akoya terms and conditions.

**13. Release of Information.**

- a. Customer hereby requests that Orion release and/or make available, in electronic and/or interactive format, Customer's client data maintained on the Orion system, to Akoya. Customer hereby releases and agrees to hold Orion harmless from all claims, liabilities, losses, damages, attorney's fees and expenses of any kind resulting from (i) the release of and providing access to Customer's client data to Akoya, (ii) Akoya's actions or inactions, (iii) any manipulation, alteration or changes to the Orion data by Akoya, and (iv) actions taken by Orion in reliance on communications and instructions received from Akoya.

**14. Term.**

- a. These Akoya terms and conditions shall remain in effect for one (1) year and shall automatically renew for successive terms of one (1) year unless either party provides the opposite party with its notice of non-renewal of these Akoya terms and conditions at least ninety (90) days prior to the commencement of any renewal term. Notwithstanding the foregoing, these Akoya terms and conditions shall terminate concurrently with the Agreement.

## SCHEDULE A

### Third Party Licensed Data

Customer agrees that except for use by the individual whose information and data has been provided and for no other purpose, Customer shall (a) use Third Party Licensed Data received pursuant to, and subject to the terms of, these Akoya terms and conditions; (b) not commingle or combine any Third Party Licensed Data received with any other data or information except in instances where the additional data or information is provided to enhance the data/information for the benefit of the individual whose information has been provided; (c) not isolate, extract, create a database, security master or other copy or other master of Third Party Licensed Data received; (d) not manipulate, modify or alter Third Party Licensed Data; (e) not distribute, provide access to or otherwise share the Third Party Licensed Data.

Customer agrees that Customer shall comply with all laws, rules and regulations in handling, processing, sharing, protection of, accessing or using the Third Party Licensed Data applicable to Customer, including any applicable privacy regulations, and including, if applicable, that if Customer is located in Australia that is a wholesale client within the meaning of s761G or s761GA of the Australian Corporations Act.

To the extent that Customer uses Third Party Licensed Data, Customer hereby grants to the relevant FI Companies and the relevant Third Party Licensed Data provider, the right to audit Customer's books, records and any applicable computer equipment, devices and software used by Customer relating to the use of Third Party Licensed Data received in connection with these Akoya terms and conditions for the sole purpose of verifying that Customer is complying with Customer's obligations hereunder regarding Third Party Licensed Data (including without limitation the obligation to not use or redistribute any Third Party Licensed Data except for use by the individual whose information and data has been provided) on no more than an annual basis with, when reasonable and practicable under the circumstances, no less than ninety (90) days advance written notice. If, however, an FI regulator or Third Party Licensed Data provider has requested such audit, Customer and the applicable FI Company will work together to comply with the terms and the timing of such written request. If Customer either refuses to be audited hereunder or in the event of any non-compliance by Customer discovered through an audit which is not remedied within forty-five (45) days written notice thereof, the provision of Third Party Licensed Data to Customer may be suspended or terminated by the relevant FI Companies without liability. To the extent that an audit is required to be performed, the relevant parties shall, prior to the commencement of such audit, agree upon the scope and expenses of the audit and which party or parties shall be responsible for such expenses.

IT IS AGREED AND UNDERSTOOD BY CUSTOMER THAT FI, ITS AFFILIATES, AND THEIR RESPECTIVE THIRD PARTY LICENSED DATA PROVIDERS AND THE THIRD PARTY LICENSED DATA PROVIDERS' RESPECTIVE PARTNERS, SUPPLIERS AND AFFILIATES (COLLECTIVELY, "**THIRD PARTY SUPPLIERS**") MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THIRD PARTY LICENSED DATA OR USE THEREOF OR ANY RESULTS DERIVED THEREFROM. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF THIRD PARTY LICENSED DATA IS AT CUSTOMER'S SOLE RISK. THIRD PARTY LICENSED DATA IS PROVIDED BY FI AND ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. FI AND ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE THIRD PARTY LICENSED DATA, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT. FI AND ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS MAKE NO WARRANTY TO CUSTOMER THAT (I) THE THIRD PARTY LICENSED DATA WILL MEET CUSTOMER'S REQUIREMENTS, (II) THE THIRD PARTY LICENSED DATA WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE THIRD PARTY LICENSED DATA THAT MAY BE OBTAINED OR RECEIVED BY CUSTOMER WILL BE ACCURATE, COMPLETE OR RELIABLE, OR (IV) ANY ERRORS IN THE THIRD PARTY LICENSED DATA THAT MAY BE OBTAINED OR RECEIVED BY CUSTOMER WILL BE CORRECTED. NEITHER FI AND ITS AFFILIATES, NOR THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, MALFUNCTIONS OR DELAYS IN CONNECTION WITH THIRD PARTY LICENSED DATA. FI AND ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT HAVE ANY LIABILITY (INCLUDING, LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES) TO CUSTOMER AS A RESULT OF CUSTOMER'S USE, OR INABILITY TO USE, OR ANY ERRORS IN ANY THIRD PARTY LICENSED DATA.

Customer shall defend, indemnify and hold harmless FI and its Affiliates and their respective partners, officers, directors, shareholders, employees, contractors, successors, permitted assigns and Third Party Suppliers (each, an "**Indemnified Party**") from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs (including any reasonable legal fees and expenses relating to an Indemnified Party's defense) (collectively, "**Damages**") arising from third party claims relating to FI Companies' Third Party Licensed Data and: (1) failure by Customer to comply with the terms of these Akoya terms and conditions regarding Third Party Licensed Data, (2) the unauthorized access to or use of any Third Party Licensed Data by Customer or Customer's representatives, (3) any negligent or willful acts, errors or omissions by Customer or Customer's representatives in the performance of these Akoya terms and conditions with respect to Third Party Licensed Data, and (4) the use of or inability to use Third Party Licensed Data or any data, information, service, report, analysis or publication derived therefrom.

For purposes of this Schedule A, the following definitions shall apply:

"**FI Company**" means FI or an Affiliate and "**FI Companies**" means FI and one or more FI Affiliates, provided in each case that FI or any such Affiliate is acting in the capacity of providing Permissioned Account Data for retrieval and transmission to or through the Akoya DAN. For the avoidance of doubt, FI Company and FI Companies excludes FI or an FI Affiliate acting in the capacity of a data recipient from the Akoya DAN.

## SCHEDULE B

### Subscription Fees, Invoicing, and Fee Exclusions

#### **Additional terms associated with the Subscription Fee will be as follows:**

**Fees.** Customer shall pay Orion the agreed upon fees as set forth herein (collectively, the “Fees”). All Fees are quoted and payable in US dollars and due within thirty (30) days after Customer’s receipt of invoice. If Customer wishes to dispute any invoice in good faith, Customer must notify Orion within ten (10) days of receipt of such invoice. If Orion does not receive written notice within 10 days of Customer’s receipt of the invoice, Orion will conclude that Customer has seen the invoice and finds it acceptable. Any disputes regarding such invoices shall be resolved in the following manner: To the extent that only a portion of an invoice is being disputed by Customer, Orion may issue an invoice for the undisputed portion of such invoice, and such invoice shall be due and payable by Customer within thirty (30) days after Customer’s receipt of the updated invoice. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and Orion reserves the right to charge on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date that invoice is delinquent. Any amounts due hereunder are exclusive of, and Customer shall be responsible for, all sales taxes, value added taxes, duties, use taxes and withholdings. In the event that that any collection action is required to collect unpaid balances due to us, Customer agrees to reimburse Orion for all of our costs of collection, including without limitation, attorneys’ fees.

**Invoicing.** Orion shall send Customer a quarterly invoice indicating the number of End User Accounts in the month following the end of the calendar quarter for all newly connected End User Accounts established during the preceding quarter. Subscription Fees will not be prorated if the End User Account was not active for the full calendar quarter in which the End User Account connection was established. No refunds will be provided after the Subscription Fee becomes billable if the End User Account is disconnected or inactive at any time during the applicable calendar quarter. The Subscription Fee for all connected End User Accounts will be renewed and become billable upon the anniversary of the first day of the calendar quarter in which the End User Account was connected. Customer is obligated to pay Orion all fees and expenses that are due, or that become due and payable, including the applicable per account fees applicable to Customer’s End User Accounts as set forth under the Agreement or as agreed upon in these Akoya terms and conditions.

**Fee Exclusions.** Orion shall not bill Customer the Subscription Fee for any End User Accounts where the Data Provider has agreed to sponsor the Subscription Fee. For the avoidance of doubt, per account fees as set forth under the Agreement shall still apply to Customer’s End User Accounts and shall be billed to Customer accordingly.

### **Akoya LLC Data Aggregation – Orion Planning**

Orion provides Orion Planning to Customer pursuant to the Agreement. Customer is not charged an additional fee to gain access to Orion Planning; however, should Customer require use of Akoya LLC’s (“Akoya”) data aggregation services to obtain client data in association with Customer’s use of Orion Planning, Customer agrees to the Akoya terms and conditions set forth below as well as the Fee set forth below and defined herein. The fee associated with the Akoya third-party data aggregation services is ten dollars (\$10.00) per household (the “Fee”), per annum, and such Fee will be added to Customer’s quarterly

invoice and subject to the payment terms contained in the Agreement. The Fee is separate and distinct from any other fee Customer may be paying, pursuant to the Agreement or any addendum or amendment to the Agreement.

Orion has entered into an arrangement with Akoya whereby Akoya has granted Orion and, by extension, Customer, the ability to access and use Akoya's data access network (the "Akoya DAN") to provide a secure and seamless process for sharing account data (the "Akoya Services").

Customer desires to access and utilize the Akoya DAN and the Akoya Services through its interface with the Orion system and Orion has agreed to make the Akoya DAN and the Akoya Services available to Customer pursuant to the Akoya terms and conditions set forth herein.

**1. Description.** Orion has entered into an arrangement with Akoya to offer Customer the Akoya Services through the Akoya DAN, consisting of aggregated financial account data made available to Akoya. Customer understands that either the Customer on behalf of its client or the client must specifically authorize Akoya to use the clients' data in providing Akoya's services and Orion shall not be responsible for the accuracy of the data accessed through the Akoya DAN and the Akoya Services.

**2. Definitions.** For purposes of these Akoya terms and conditions, each term listed below has the meaning designated.

**"Data Recipient"** means any data recipient who accesses Permitted Account Data from Customer, or from another data recipient, in accordance with these Akoya terms and conditions.

**"FI"** means a financial institution or other supplier of data to the Akoya DAN.

**"FI Customer"** means customer(s) of a Participating FI.

**"Participating FI"** means an FI who has affirmatively enabled access to Permitted Account Data through the Akoya DAN.

**"Participating FI Customer"** means a customer of a Participating FI who has affirmatively authorized a Participating FI to permit Orion, Customer, or a Data Recipient, as the case may be, to access Permitted Account Data on his, her, or their behalf and has affirmatively, either directly or indirectly, authorized use of such Permitted Account Data for such FI Customer's benefit.

**"Permitted Account Data"** means the data accessed by Akoya from a Participating FI and transmitted in accordance with the permissions granted by the Participating FI and the Participating FI Customer. If either a Participating FI or a Participating FI Customer rescinds permissions with respect to any or all data, such data will no longer be Permitted Account Data.

### **3. Access and Use of Permitted Account Data**

#### **Customer agrees as follows:**

- a. Customer has obtained all necessary express, affirmative consents of all Participating FI Customers to access, distribute, disclose, or otherwise make available, directly or indirectly, any Permitted Account Data relating to, or derived from, any such Participating FI Customer's Permitted Account Data, as provided for hereunder.

- b. In the absence of the express, affirmative consent of a Participating FI Customer, Customer shall not access, distribute, disclose, or otherwise make available, directly or indirectly, any Permissioned Account Data relating to, or derived from, that Participating FI Customer's Permissioned Account Data. Customer shall notify Orion immediately upon any revocation of the express affirmative consent of a Participating FI Customer.
- c. Customer shall not, directly or indirectly, sell, resell, barter, license, or charge a fee to any Participating FI Customer for that Participating FI Customer's access to their Permissioned Account Data.
- d. Customer acknowledges and agrees that the Permissioned Account Data is provided "as is," and Orion or Akoya, as the case may be, may modify Customer's access to Permissioned Account Data in its sole discretion from time to time.
- e. Customer acknowledges and agrees that Orion's access to the Akoya DAN and the Akoya Services may be modified by Akoya, and such changes may require Customer to make changes to its applications or services in order to continue to access Permissioned Account Data.

#### **4. Conditions.**

- a. Nothing herein shall be construed to grant Customer any rights to the Akoya DAN, the Akoya Services, or Permissioned Account Data except as expressly granted herein, and no rights or licenses, express or implied, are hereby granted to Customer with respect to any intellectual property rights or under any patents, copyrights, or trade secrets as a result of, or related to, these Akoya terms and conditions or Orion's course of dealing with Customer hereunder.
- b. Customer shall not, in any manner: (a) make any statements to the press or the public about the Permissioned Account Data, except as required by applicable law; or (b) use the name, trade name, trademarks, service marks, symbols, or brand names of any Participating FI in any manner in any of Customer's advertising or marketing literature, web sites, press releases or any other document or communication (in electronic, paper or other form).
- c. Customer shall not in any manner: (a) make any statements to the press or the public about Orion or Akoya, except as required by applicable law, or (b) use the name, trade name, trademarks, service marks, symbols, or brand names of Orion or Akoya in any manner in any of Customer's advertising or marketing literature, web sites, press releases, or any other document or communication (in electronic, paper, or other form).
- d. Upon any termination or suspension of these Akoya terms and conditions, the Agreement, or Customer's access to the Permissioned Account Data, all rights that Customer may have with respect to the Permissioned Account Data will immediately be

terminated or suspended, as applicable, and Customer shall immediately cease using the Permitted Account Data.

- e. The existence and terms of these Akoya terms and conditions shall constitute Orion’s confidential information.

**5. Third Party Licensed Data.** Customer acknowledges and agrees that Customer is responsible for determining the appropriate third party licenses and approvals that may be necessary for Customer or any Data Recipient to access, use or redistribute Permitted Account Data originating or derived from a third party other than a Participating FI (“Third Party Licensed Data”) that is a part of the Permitted Account Data. Customer shall ensure that Customer and Data Recipients obtain all necessary rights, licenses, and approvals to access, use or redistribute Third Party Licensed Data as part of the Permitted Account Data. Customer represents and warrants that it shall not access, use, or redistribute any Third Party Licensed Data for which Customer does not have all necessary rights, licenses, and approvals. Customer acknowledges and agrees that Orion, a Participating FI and/or Akoya may disclose Customer’s name and contact information and the names and contact information of Data Recipients, to Third Party Licensed Data providers. Notwithstanding authorization for access by an FI Customer, Customer acknowledges and agrees that Orion, Akoya or a Participating FI may prohibit access to certain Permitted Account Data that contains Third Party Licensed Data for any reason, including but not limited to, if Orion, a Participating FI or Akoya determines that Customer or a Data Recipient does not have the right to access, use, or redistribute the Third Party Licensed Data. Customer acknowledges and agrees that Customer may receive different Permitted Account Data than other third parties receiving Permitted Account Data under these Akoya terms and conditions. Customer further acknowledges and agrees that Orion and Akoya are not waiving nor purporting to waive any rights that Third Party Licensed Data providers may have in connection with any unauthorized access, use, or redistribution of Third Party Licensed Data. Customer will comply with the Third Party Licensed Data Terms set forth in **Schedule A**, which is attached hereto and incorporated herein.

**6. Fees.** The Akoya DAN subscription fee consists of a non-refundable subscription volume fee set forth in the table below based on the number of End User Accounts on the Orion system (the “Subscription Fee”). An “End User Account” is defined as each link established by a Participating FI Customer providing explicit consumer consent to Participating FI for Permitted Account Data. The Subscription Fee set forth below shall be billed to Customer in addition to the Fee applied to such End User Accounts. Subscription Fee, invoicing, and fee exclusion details are provided on **Schedule B**, which is attached hereto and incorporated herein.

<b>Subscription Fee</b>	<b>Cost Per End User Account Per Year</b>
End User Account	\$1.25

**7. Data Security.**



- a. Customer shall: (a) maintain adequate technical and organizational measures to comply with all applicable industry standards and best practices concerning handling, using, storing, processing, sharing, destroying and protecting Permissioned Account Data; (b) comply with any data security or privacy requirements that may be imposed by a Participating FI; and (c) require every Data Recipient to comply with the requirements of this Section as a condition of such Data Recipient accessing Permissioned Account Data. Customer acknowledges that a Participating FI may impose additional information security and assessments on Customer prior to, and as a condition of, Customer accessing, or continuing to access Permissioned Account Data from that Participating FI, and Customer agrees to abide by those additional requirements. Further, Customer agrees to abide by the data security and privacy requirements set forth in the Agreement.
- b. Upon Orion's or Akoya's reasonable advanced request, and at Orion's or Akoya's, as the case may be, sole expense, Customer will use commercially reasonable efforts to provide assurance, in the form of an independent third party audit, certification, or assessment report, or allow Orion or Akoya to conduct its own assessment of Customer: (a) for regulatory or compliance reasons; (b) as a result of or in connection with Customer's material breach of these Akoya terms and conditions; (c) as a result of or in connection with a Security Incident (as hereinafter defined); (d) as a result of or in connection with Customer's reorganization or a material change in Customer's service or delivery model; or (e) as a result of or in connection with a material change relating to Customer's activities conducted in connection with these Akoya terms and conditions.
- c. Customer shall promptly block, and, unless prohibited by law, notify Orion immediately upon any unauthorized or prohibited access or use of the Permissioned Account Data of Customer's systems or Data Recipient's systems on which Permissioned Account Data resides (each, a "Security Incident"). In the event of any Security Incident involving Orion, Akoya, Customer, or Permissioned Account Data, Customer will not make any public statements (e.g, press, blogs, social media, bulletin boards, etc.) referencing Akoya, Orion, or any Participating FI without the prior written and express permission in each instance of Orion, Akoya, and the applicable Participating FI, except as required by applicable law. Without undue delay upon the closure of each Security Incident, Customer shall provide Orion with a final written report including the root cause, actions taken, and plans to prevent a similar incident from occurring in the future. Customer shall provide all notices to Orion of any Security Incident: (a) by telephonic or e-mail notice to Customer's primary contact at Orion, followed by written notice; and (b) by electronic mail to: [privacy@orion.com](mailto:privacy@orion.com) or other successor e-mail address designated by Orion in writing to Customer. Such notices shall be deemed confidential information.
- d. Customer shall ensure that Permissioned Account Data remains secure and prevent its loss and unauthorized use.
- e. Customer shall reasonably cooperate with, Orion, Akoya, and/or any Participating FI to resolve any privacy or security issues involving: (a) any Security Incident involving

Customer, Akoya, Orion, and Permissioned Account Data; or (b) the means through which Permissioned Account Data is accessed by Customer.

- f. Orion, Akoya, and/or a Participating FI is permitted, on one or more occasion(s), and upon reasonable advance request, to perform a security assessment to assess the facilities, physical and logical controls, and information security controls, policies and practices of Customer (each a "Security Review"). Orion, Akoya and/or a Participating FI shall have the right to perform a Security Review as part of the Registration Processes and no more than once per calendar year thereafter except in the event of a Security Incident or as Orion, Akoya, and/or a Participating FI deems necessary to meet government regulatory or supervisory authority requirements. Customer shall provide Orion, Akoya, and/or a Participating FI with access to personnel, and the ability to review applicable policies and procedures and relevant documentation, as is reasonably necessary to facilitate the Security Review. In performing any Security Review, Orion, Akoya, and/or a Participating FI shall take reasonable steps to avoid disruption of Customer's business. Customer agrees and acknowledges that Orion, Akoya, and/or a Participating FI's findings from the Security Review, responses to the Security Review questionnaires, and other materials exchanged in connection with the Security Review (collectively, the "Assessment Materials") form an essential consideration of Orion's willingness to enter into these Akoya terms and conditions with Customer.
- g. When Orion, Akoya, and/or a Participating FI performs a Security Review, Orion, Akoya, and/or the Participating FI will document its findings in a written report (the "Security Review Report") and the Parties shall work together in good faith to agree upon a remediation plan to address those findings (the "Risk Management Plan") within thirty (30) days following delivery of the Security Review Report. Unless otherwise agreed in writing by Orion, Akoya, or a Participating FI, all risks identified as "Critical Risks" shall be remediated within forty-five (45) days of delivery of the Security Review Report, and all risks identified as "High Risks" shall be remediated within ninety (90) days of delivery of the Security Review Report. Any failure to do so shall be deemed a material breach of these Akoya terms and conditions, and Orion shall have the right in its sole discretion to immediately terminate these Akoya terms and conditions upon written notice (without opportunity for further cure), or to suspend Customer's access to the Akoya DAN and the Akoya Services until such risks have been remediated to Orion's satisfaction.
- h. Customer agrees and acknowledges that Orion and/or Akoya may share any and all information relating to a Security Incident and the results of any audit, certification or assessment, including but not limited to Assessment Materials, the Security Review Report and the Risk Management Plan, with a Participating FI, or with an FI considering becoming a Participating FI, so long as such Participating FI or FI is subject to confidentiality obligations no less stringent than those set forth under the Agreement.
- i. During the term of these Akoya terms and conditions, Customer agrees to maintain security controls consistent with, and no less protective than, the security controls reflected in the initial and all subsequent Security Review Reports, including the controls

provided by Customer in response to the Security Review questionnaire, as such security controls may be revised and enhanced as stated in the Risk Management Plan.

## **8. Disclaimers.**

ORION, AKOYA, PROVIDERS OF DATA (INCLUDING BUT NOT LIMITED TO PARTICIPATING FIS) OR SERVICES TO AKOYA, LICENSORS TO AKOYA, AND THEIR RESPECTIVE PARTNERS AND AFFILIATES (COLLECTIVELY, "DATA PROVIDERS") ARE MAKING NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, RELATING TO OR CONCERNING IN ANY WAY THE MATTERS ADDRESSED IN THESE AKOYA TERMS AND CONDITIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT ORION, AKOYA, AND DATA PROVIDERS HAVE MADE NO REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THEIR SYSTEMS, AS TO THE SYSTEMS OF THIRD PARTIES, OR AS TO THE ACCURACY (I.E., AVAILABILITY, TIMELINESS, OR COMPLETENESS) OF THE AKOYA DAN, DATA (INCLUDING PERMISSIONED ACCOUNT DATA) OR AKOYA PROPERTY. CUSTOMER'S ACCESS TO DATA, (INCLUDING PERMISSIONED ACCOUNT DATA) IS AT CUSTOMER'S SOLE RISK, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY SYSTEMS, NETWORKS, OR DATABASES BELONGING TO CUSTOMER, A THIRD PARTY, OR AN FI CUSTOMER THAT MAY RESULT FROM CUSTOMER'S ACCESS OR USE OF DATA (INCLUDING PERMISSIONED ACCOUNT DATA). CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, INTERNET, COMPUTER HARDWARE, SOFTWARE, AND OTHER EQUIPMENT, MATERIALS, AND THIRD PARTY LICENSES AND CONSENTS NEEDED TO ACCESS THE PERMISSIONED ACCOUNT DATA AND FOR ALL CHARGES RELATED THERETO. ORION, AKOYA, AND DATA PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE AKOYA DAN, DATA (INCLUDING PERMISSIONED ACCOUNT DATA), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ORION, AKOYA AND DATA PROVIDERS MAKE NO WARRANTY TO CUSTOMER THAT (1) THE DATA (INCLUDING PERMISSIONED ACCOUNT DATA) WILL MEET CUSTOMER'S REQUIREMENTS; (II) THE DATA (INCLUDING PERMISSIONED ACCOUNT DATA) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) DATA (INCLUDING PERMISSIONED ACCOUNT DATA) WILL BE AVAILABLE, ACCURATE, COMPLETE, TIMELY, OR RELIABLE; OR (IV) ANY ERRORS WILL BE CORRECTED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE AKOYA DAN, ORION SYSTEM, AND/OR DATA (INCLUDING PERMISSIONED ACCOUNT DATA) IS TO STOP ACCESSING THE ORION SYSTEM AND/OR DATA (INCLUDING PERMISSIONED ACCOUNT DATA), AS APPLICABLE.

ORION, AKOYA, AND DATA PROVIDERS WILL HAVE NO DIRECT OR INDIRECT LIABILITY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES OR LOSSES OF ANY TYPE SUFFERED OR INCURRED BY CUSTOMER RELATED TO, OR ARISING FROM, CUSTOMER'S ACCESS AND/OR USE OF THE ORION SYSTEM AND/OR DATA (INCLUDING PERMISSIONED ACCOUNT DATA) OR ANY OTHER MATTER PERTAINING TO THESE AKOYA TERMS AND CONDITIONS OR THE ACTIVITIES CONTEMPLATED HEREUNDER. NEITHER PARTY IS LIABLE TO THE OTHER PARTY (INCLUDING ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR THE OTHER PARTY'S LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THESE AKOYA TERMS AND CONDITIONS OR ITS SUBJECT MATTER, REGARDLESS OF THE

FORM OF ACTION AND WHETHER OR NOT THE NON-CLAIMING PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, LOSSES ARISING FROM OR RELATING TO THE LOSS OF ANY ASSETS OR FUNDS BY A PARTICIPATING FI CUSTOMER, AND ANY AND ALL ATTRIBUTABLE ASSOCIATED EXPENSES, SHALL NOT BE CONSIDERED TO CONSTITUTE LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

#### **9. Indemnification.**

- a. In addition to, and not limiting Customer's obligations under the Agreement, Customer shall defend Orion and Akoya from and against any and all third party claims, actions and suits arising, alleged, brought or asserted (collectively, "Claims") against, Orion, Akoya, Orion and Akoya's respective affiliates, and Orion and Akoya's respective third party service providers, officers, directors, employees, contractors, representatives, successors and assigns arising from: (a) the alleged or actual use or misuse of the Orion system, the Akoya DAN, or the Akoya Services by Customer; (b) Customer's use or any alleged misuse of Permitted Account Data; (c) any loss or exposure of Permitted Account Data in connection with these Akoya terms and conditions; and (d) theft or misappropriation or Permitted Account Data from Orion's systems, the Akoya DAN, or from systems or premises under Customer's care, custody or control.

#### **10. Liability.**

- a. In the event that a Participating FI or a Participating FI Customer suffers a loss of funds caused by theft or misappropriation of Permitted Account Data from the systems or premises of Customer or a Data Recipient, Customer agrees to reasonably cooperate with and assist the applicable Participating FI in any reasonable effort that the applicable Participating FI undertakes to seek reimbursement from Customer or a Data Recipient for any such loss of funds.

#### **11. Representations and Warranties.** Customer represents and warrants that:

- a. Customer represents and warrants that it has proper authority and authorization from its clients to secure access to client data.
- b. Customer will not include (or enable or permit to be included), any spyware, malware, virus, worm, Trojan horse or other malicious or harmful code ("Harmful Code") in connection with Customer's use of the Orion system, or circumvent or attempt to circumvent or render ineffective any applicable security measures of the Orion system, or use Permitted Account Data for any unlawful purpose or for any other purpose or in any manner other than as expressly permitted in these Akoya terms and conditions.

- c. Customer will not encourage, promote, or perform any activity that is illegal, offensive, or otherwise violates the rights of another party in connection with Customer's performance under these Akoya terms and conditions.
- d. Customer's access to, and use of, the Permitted Account Data will comply with all applicable laws, regulations, policies, or other third party rights, including laws and regulations related to data privacy and protection, security, and accessibility.
- e. Customer's physical or electronic acceptance of these Akoya terms and conditions is genuine and is a physical or electronic signature by Customer's duly authorized representative.
- f. Customer will notify Orion immediately upon Customer's knowledge that any of the representations and warranties contained within these Akoya terms and conditions or the Agreement, as the case may be, become untrue or misleading.

## **12. Suspension.**

- b. Customer acknowledges and agrees that:
  - j. Customer's access to any Permitted Account Data requires both initial and continuing permission by a Participating FI, and that Permitted Account Data will only be available if, and to the extent that, it is accessible by Orion and/or Akoya.
  - ii. Orion will suspend Customer's access if Orion reasonably believes Customer has failed to comply with the provisions of these Akoya terms and conditions.
  - iii. Orion will suspend Customer's access to Permitted Account Data if directed to do so by Akoya or a Participating FI, with or without cause.
  - iv. Orion and/or Akoya reserves the right to suspend Customer's access to, or right to use, Permitted Account Data at any time with or without notice and without liability where Orion and/or Akoya determines in good faith and its sole discretion that: (a) there has been, or there is a risk of, any unauthorized or prohibited use of Permitted Account Data; (b) there has been, or there is a risk of, a security breach of any systems on which Permitted Account Data resides; (c) adequate information security safeguards and controls are not in place; (d) there has been a material breach by Customer of these Akoya terms and conditions.

## **13. Release of Information.**

- a. Customer hereby requests that Orion release and/or make available, in electronic and/or interactive format, Customer's client data maintained on the Orion system, to Akoya. Customer hereby releases and agrees to hold Orion harmless from all claims, liabilities, losses, damages, attorney's fees and expenses of any kind resulting from (i) the release of and providing access to Customer's client data to Akoya, (ii) Akoya's actions or inactions, (iii) any manipulation, alteration or changes to the Orion data by Akoya, and

(iv) actions taken by Orion in reliance on communications and instructions received from Akoya.

**14. Term.**

- a. These Akoya terms and conditions shall remain in effect for one (1) year and shall automatically renew for successive terms of one (1) year unless either party provides the opposite party with its notice of non-renewal of these Akoya terms and conditions at least ninety (90) days prior to the commencement of any renewal term. Notwithstanding the foregoing, these Akoya terms and conditions shall terminate concurrently with the Agreement.

## SCHEDULE A

### Third Party Licensed Data

Customer agrees that except for use by the individual whose information and data has been provided and for no other purpose, Customer shall (a) use Third Party Licensed Data received pursuant to, and subject to the terms of, these Akoya terms and conditions; (b) not commingle or combine any Third Party Licensed Data received with any other data or information except in instances where the additional data or information is provided to enhance the data/information for the benefit of the individual whose information has been provided; (c) not isolate, extract, create a database, security master or other copy or other master of Third Party Licensed Data received; (d) not manipulate, modify or alter Third Party Licensed Data; (e) not distribute, provide access to or otherwise share the Third Party Licensed Data.

Customer agrees that Customer shall comply with all laws, rules and regulations in handling, processing, sharing, protection of, accessing or using the Third Party Licensed Data applicable to Customer, including any applicable privacy regulations, and including, if applicable, that if Customer is located in Australia that is a wholesale client within the meaning of s761G or s761GA of the Australian Corporations Act.

To the extent that Customer uses Third Party Licensed Data, Customer hereby grants to the relevant FI Companies and the relevant Third Party Licensed Data provider, the right to audit Customer's books, records and any applicable computer equipment, devices and software used by Customer relating to the use of Third Party Licensed Data received in connection with these Akoya terms and conditions for the sole purpose of verifying that Customer is complying with Customer's obligations hereunder regarding Third Party Licensed Data (including without limitation the obligation to not use or redistribute any Third Party Licensed Data except for use by the individual whose information and data has been provided) on no more than an annual basis with, when reasonable and practicable under the circumstances, no less than ninety (90) days advance written notice. If, however, an FI regulator or Third Party Licensed Data provider has requested such audit, Customer and the applicable FI Company will work together to comply with the terms and the timing of such written request. If Customer either refuses to be audited hereunder or in the event of any non-compliance by Customer discovered through an audit which is not remedied within forty-five (45) days written notice thereof, the provision of Third Party Licensed Data to Customer may be suspended or terminated by the relevant FI Companies without liability. To the extent that an audit is required to be performed, the relevant parties shall, prior to the commencement of such audit, agree upon the scope and expenses of the audit and which party or parties shall be responsible for such expenses.

IT IS AGREED AND UNDERSTOOD BY CUSTOMER THAT FI, ITS AFFILIATES, AND THEIR RESPECTIVE THIRD PARTY LICENSED DATA PROVIDERS AND THE THIRD PARTY LICENSED DATA PROVIDERS' RESPECTIVE PARTNERS, SUPPLIERS AND AFFILIATES (COLLECTIVELY, "**THIRD PARTY SUPPLIERS**") MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THIRD PARTY LICENSED DATA OR USE THEREOF OR ANY RESULTS DERIVED THEREFROM. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF THIRD PARTY LICENSED DATA IS AT CUSTOMER'S SOLE RISK. THIRD PARTY LICENSED DATA IS PROVIDED BY FI AND ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. FI AND ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE THIRD PARTY LICENSED DATA, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT. FI AND ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS MAKE NO WARRANTY TO CUSTOMER THAT (I) THE THIRD PARTY LICENSED DATA WILL MEET CUSTOMER'S REQUIREMENTS, (II) THE THIRD PARTY LICENSED DATA WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE THIRD PARTY LICENSED DATA THAT MAY BE OBTAINED OR RECEIVED BY CUSTOMER WILL BE ACCURATE, COMPLETE OR RELIABLE, OR (IV) ANY ERRORS IN THE THIRD PARTY LICENSED DATA THAT MAY BE OBTAINED OR RECEIVED BY CUSTOMER WILL BE CORRECTED. NEITHER FI AND ITS AFFILIATES, NOR THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, MALFUNCTIONS OR DELAYS IN CONNECTION WITH THIRD PARTY LICENSED DATA. FI AND ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT HAVE ANY LIABILITY (INCLUDING, LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES) TO CUSTOMER AS A RESULT OF CUSTOMER'S USE, OR INABILITY TO USE, OR ANY ERRORS IN ANY THIRD PARTY LICENSED DATA.

Customer shall defend, indemnify and hold harmless FI and its Affiliates and their respective partners, officers, directors, shareholders, employees, contractors, successors, permitted assigns and Third Party Suppliers (each, an "**Indemnified Party**") from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs (including any reasonable legal fees and expenses relating to an Indemnified Party's defense) (collectively, "**Damages**") arising from third party claims relating to FI Companies' Third Party Licensed Data and: (1) failure by Customer to comply with the terms of these Akoya terms and conditions regarding Third Party Licensed Data, (2) the unauthorized access to or use of any Third Party Licensed Data by Customer or Customer's representatives, (3) any negligent or willful acts, errors or omissions by Customer or Customer's representatives in the performance of these Akoya terms and conditions with respect to Third Party Licensed Data, and (4) the use of or inability to use Third Party Licensed Data or any data, information, service, report, analysis or publication derived therefrom.

For purposes of this Schedule A, the following definitions shall apply:

"**FI Company**" means FI or an Affiliate and "**FI Companies**" means FI and one or more FI Affiliates, provided in each case that FI or any such Affiliate is acting in the capacity of providing Permissioned Account Data for retrieval and transmission to or through the Akoya DAN. For the avoidance of doubt, FI Company and FI Companies excludes FI or an FI Affiliate acting in the capacity of a data recipient from the Akoya DAN.



## SCHEDULE B

### Subscription Fees, Invoicing, and Fee Exclusions

#### **Additional terms associated with the Subscription Fee will be as follows:**

**Fees.** Customer shall pay Orion the agreed upon fees as set forth herein (collectively, the “Fees”). All Fees are quoted and payable in US dollars and due within thirty (30) days after Customer’s receipt of invoice. If Customer wishes to dispute any invoice in good faith, Customer must notify Orion within ten (10) days of receipt of such invoice. If Orion does not receive written notice within 10 days of Customer’s receipt of the invoice, Orion will conclude that Customer has seen the invoice and finds it acceptable. Any disputes regarding such invoices shall be resolved in the following manner: To the extent that only a portion of an invoice is being disputed by Customer, Orion may issue an invoice for the undisputed portion of such invoice, and such invoice shall be due and payable by Customer within thirty (30) days after Customer’s receipt of the updated invoice. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and Orion reserves the right to charge on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date that invoice is delinquent. Any amounts due hereunder are exclusive of, and Customer shall be responsible for, all sales taxes, value added taxes, duties, use taxes and withholdings. In the event that that any collection action is required to collect unpaid balances due to us, Customer agrees to reimburse Orion for all of our costs of collection, including without limitation, attorneys’ fees.

**Invoicing.** Orion shall send Customer a quarterly invoice indicating the number of End User Accounts in the month following the end of the calendar quarter for all newly connected End User Accounts established during the preceding quarter. Subscription Fees will not be prorated if the End User Account was not active for the full calendar quarter in which the End User Account connection was established. No refunds will be provided after the Subscription Fee becomes billable if the End User Account is disconnected or inactive at any time during the applicable calendar quarter. The Subscription Fee for all connected End User Accounts will be renewed and become billable upon the anniversary of the first day of the calendar quarter in which the End User Account was connected. Customer is obligated to pay Orion all fees and expenses that are due, or that become due and payable, including the Fee applicable to Customer’s End User Accounts as set forth under the Agreement or as agreed upon in these Akoya terms and conditions.

**Fee Exclusions.** Orion shall not bill Customer the Subscription Fee for any End User Accounts where the Data Provider has agreed to sponsor the Subscription Fee. For the avoidance of doubt, the Fee shall still apply to Customer’s End User Accounts and shall be billed to Customer accordingly.

### FTSE Russell Index Data

Orion has entered into an arrangement with FTSE Russell (“FTSE Russell”) whereby FTSE Russell has granted Orion and, by extension, Customer, the ability to obtain certain index level data made available to Orion by FTSE Russell use FTSE Russell Index Data (such index level data included, as communicated by Orion to Customer from time to time, the “FTSE Russell Data”). By utilizing the FTSE Russell Data, Customer further agrees to the FTSE Russell terms and conditions set forth below:

1. Customer shall only be permitted to view the specified FTSE Russell Data internally. No other use of FTSE Russell Data shall be permitted.

2. For the avoidance of doubt (but without limitation to the foregoing):

(a) Customer shall not copy, store, sell, license, distribute, transmit or duplicate to any third party or to any person (including within the Customer's organization) any FTSE Russell Data or any part thereof in any form or by any means;

(b) Customer shall not derive, recalculate, combine with other data or otherwise modify the FTSE Russell Data, create history and/or distribute such derived, recalculated, combined or modified FTSE Russell Data to any third party;

(c) Customer shall not make the FTSE Russell Data available on any website or in an application, or to the public via the internet or otherwise;

(d) Customer shall not use the FTSE Russell Data for the purpose of:

(i) Creating and/or operating (whether by itself or by any third party) any financial product, index, or service which seeks to match the performance of or whose capital and/or income value is related to the FTSE Russell Data or any part thereof;

(ii) Creating and/or operating (whether by itself or by any third party) any financial product, index, or service the performance of which is linked to the performance of a third party's product, index, or service which, in turn, seeks to match the performance of or whose capital and/or income value is related to the FTSE Russell Data or any part thereof (and whether or not such third party is license by FTSE Russell to do so); or

(iii) generally exploiting the FTSE Russell Data in a manner designed to benefit Customer or any third party (including the creating of any product or service).

(e) Customer shall not take a snapshot of any real time or delayed FTSE Russell Data or designate or refer to any FTSE Russell Data as being an end of day value or closing price;

(f) Customer shall not use the trademarks, service marks, names, logos, titles and short-form names or remove any copyright or proprietary notices incorporated into the FTSE Russell Data and Customer shall acknowledge FTSE Russell and/or relevant third-party information providers are the owners of the intellectual property rights in, and relating to, the FTSE Russell Data;

(g) Customer shall not use the FTSE Russell Data in any way or for any purpose that would require a separate license from FTSE Russell or any other person; and

(h) Customer shall not permit, or purport to permit, and third-party t do any of the foregoing.

## **Morningstar, Inc. ByAllAccounts**

Orion has entered into an arrangement with Morningstar, Inc. (“Morningstar”) whereby Morningstar granted Orion and, by extension, Customer, the ability to use Morningstar’s online, World Wide Web based information service, called ByAllAccounts, to enable companies and individuals to aggregate and view financial account data from multiple financial institutions (“ByAllAccounts”).

Customer desires to utilize ByAllAccounts through its interface with the Orion system, and Orion has agreed to make ByAllAccounts available to Customer pursuant to the terms and conditions set forth herein.

Orion has entered into an arrangement with Morningstar to offer Customer its ByAllAccounts technology, consisting of aggregated financial account data from multiple financial institutions made available to Morningstar. Customer represents that it has proper authority and authorization from its clients (“End Users”) to access user names, passwords and other End User credentials necessary to secure access to End User Account Information (defined below). Customer understands that either the Customer on behalf of its End User or the End User must accept Morningstar’s standard agreement governing use of the Morningstar Services and specifically authorize Morningstar to use the End User Account Information in providing Morningstar’s services and Orion shall not be responsible for the accuracy of the ByAllAccounts data. By using ByAllAccounts, Customer further agrees to the Morningstar ByAllAccounts terms and conditions:

**1. Purpose.** These ByAllAccounts Terms and Conditions define the parties’ rights and obligations relating to the delivery and use of End User Account Information and incorporate pass-down terms required by financial institutions (or “Financial Institutions”) from which End User Account Information originates.

## **2. Definitions.**

(i) **“API”** means the Application Programming Interface(s) made available and controlled by a Financial Institution through which the Financial Institution will deliver the End User Account Information to Morningstar.

(ii) **“Data Delivery Method”** means the method by which Morningstar will deliver End User Account Information to Customer by way of the Orion system.

(iii) **“End User Account Information”** means information relating to an End User’s depository, payment card, credit, mortgage, loan, brokerage, investment, or other financial account held, managed, or maintained by a Financial Institution for an End User, that is delivered by the Financial Institution to Morningstar pursuant to an agreement for the delivery of End User Account Information through an API-enabled data feed, that is aggregated by Morningstar and made available to Customer through the Data Delivery Method by way of the Orion system.

(iv) **“End User Credentials”** means usernames, passwords, access codes, or other data used by an End User to directly access End User Account Information from a Financial Institution website in conjunction with the Aggregation Services and/or the Orion system that incorporates the Aggregation Services.

(v) **“Financial Institution”** means the financial institution maintaining End User Account Information relating to an End User and that makes End User Account Information available to Morningstar in order to be delivered to Customer by way of the Orion system.

(vi) **"Privacy and Security Laws"** means all laws and regulations, as amended and replaced, applicable to Orion, Customer, and Morningstar, which relate to the security, confidentiality protection, or privacy of End User Account Information.

### **3. Accessing End User Account Information.**

i) **Financial Institution Authentication.** Customer acknowledges that, in order for Financial Institution to make End User Account Information available to Morningstar, End User (or Customer acting with End User's authorization) will be required to authenticate through the Financial Institution's API and accept the Financial Institution's terms and conditions.

ii) **Acceptance of BAA Terms and Conditions.** Morningstar will require that each End User (or Customer as an authorized agent acting on behalf of End User, if applicable) accept the Morningstar ByAllAccounts Terms and Conditions ("BAA Terms") before aggregating End User Account Information.

### **4. Consent.**

i) End User must provide, or Customer must obtain, express consent directing Morningstar to make End User Account Information available to Orion. Customer will not seek to obtain End User Account Information from Morningstar unless the End User has provided express consent. For the avoidance of doubt, a mechanism provided by Morningstar enabling an End User's click-through consent will satisfy the disclosure and consent requirements of these pass-down terms for purposes of the ByAllAccounts Aggregation Services.

ii) Prior to Orion or Customer processing End User Account Information, Customer will obtain the End User's express consent for such processing.

iii) Consent disclosures and the form to provide consent must be given to End User in writing. Disclosures and the form seeking consent (i) must be prominent, accurate, and easy-to-understand; (ii) state what End User Account Information will be collected and how the End User Account Information will be used or shared; and (iii) be legally sufficient to comply with applicable Privacy and Security Laws regarding the collection, use, and sharing described. Customer must maintain a record demonstrating that (i) disclosures required by this Section are given to End Users; and (ii) End Users have given express consent. Morningstar and Orion will reasonably cooperate as needed to validate End User consents.

iv) Customer must give End User the ability to revoke consent. If End User revoke consent, Customer may no longer request delivery of End User Account Information from Morningstar by way of the Orion system.

v) If Customer accesses End User Account Information for which the End User has not given express consent, Customer must promptly delete such End User Account Information.

### **5. Sale.**

(i) Customer may not sell personally identifiable End User Account Information to any Third-Party.

### **6. Screen Scraping.**

(i) If applicable, immediately upon the first successful delivery of End User Account Information from Morningstar and/or Orion to Customer as provided by these terms and conditions, Customer is prohibited from directly accessing End User Account Information by Screen Scraping.

## **7. End User Credentials.**

(i) If applicable, within ninety (90) days of the first successful delivery of End User Account Information from Morningstar and/or Orion to Customer as provided by these terms and conditions, Customer will delete and destroy, or otherwise render unrecoverable, all End User Credentials in its possession or control. For the avoidance of doubt, if the End User Credentials are used by the Customer and/or End User for purposes aside from the Aggregation Services provided hereunder, the obligations with respect to such End User Credentials hereunder shall not apply.

## **8. Financial Institution-Specific Restrictions on the Use of End User Account Information.**

(i) Customer acknowledges that any Financial Institution may require Customer to comply with additional terms governing the use of End User Account Information beyond those provided in these terms and conditions as a condition of Morningstar's and/or Orion's delivery of applicable End User Account Information to Customer. Upon becoming aware of any such terms, Morningstar and/or Orion will promptly notify Customer. Morningstar and/or Orion will reasonably coordinate any communication between Customer and the applicable Financial Institution regarding such terms.

(ii) Certain Financial Institutions prohibit the use or sharing of End User Account Information, included de-identified data derived from End User Account Information, for any purpose not directly related to Customer providing services to End User. Morningstar and/or Orion will provide Customer with Financial Institution-specific terms relating to the use or sharing of End User Account Information no later than the date that Morningstar and/or Orion makes that Financial Institution's data available to Customer.

## **9. Data Subject Access Rights.**

(i) Customer will offer End User (and Orion will facilitate) the ability to access, modify and delete any End User Account Information stored by Orion.

## **10. Data Delivery Method Modifications.**

(i) Morningstar will update and perform maintenance on the Data Delivery Method periodically. Morningstar will make reasonable efforts to ensure that any such update or maintenance does not significantly impact the ability of Orion or Customer to retrieve End User Account Information from the Data Delivery method.

## **11. Confidentiality.**

(i) **Financial Institution Confidential Information.** Any information a Financial Institution provides to Customer in confidence and in connection with these terms and conditions will be considered "Financial Institution Confidential Information" for the purpose of this Section 11. End User Account Information received by Customer is not Financial Institution Confidential Information.

(ii) **Destruction of Financial Institution Confidential Information.** Following the earlier of (i) termination of the Agreement, (ii) notice that Morningstar and/or Orion has terminated its API agreement with a

particular Financial Institution, Customer will destroy all Financial Institution Confidential Information in its possession or control.

## **12. Audit.**

### **(i) Morningstar and/or Orion Audits.**

a. Morningstar and/or Orion may, at its and/or their sole expense, perform a confidential audit of Customer's compliance with these terms and conditions. Morningstar and/or Orion may only audit Customer once per year, except in the event of (i) a Security Breach involving Customer, (ii) any actual or reasonably alleged breach of these terms and conditions relating to the processing of End User Account Information, or (iii) any actual or reasonably alleged violation of the law

b. Any audit under this Section must be performed during regular business hours. Any audit will be conducted on a mutually agreed upon date, but not more than thirty (30) days after Morningstar and/or Orion requests an audit. Such assessment may include requesting summaries of policies or other relevant documentation, including any available and relevant audit reports, and conducting interviews with key security personnel, or their delegates. Both the auditing party and Customer will cooperate to reasonably to carry out such audit.

c. Customer will make commercially reasonable efforts to remediate any material deficiencies discovered as the result of an audit. Customer will promptly notify Morningstar and/or Orion if it is unable to comply with this Section 12(i)(c).

**(ii) Third Party Audits.** Customer agrees to reasonably cooperate with all reasonable audit requirements of Morningstar and/or Orion, including providing a copy of any audit reports covering Customer's information security program and the facilities and systems used by Customer to process End User Account Information. Morningstar and/or Orion will keep any such reports confidential. Morningstar and/or Orion may share such reports with any participating Financial Institution, on the condition that Financial Institution keep the report confidential and must be subject to a Confidentiality Agreement with Customer.

## **13. Remedies.**

**(i) Suspension of Data Delivery Method.** Morningstar and/or Orion may temporarily suspend delivery of End User Account Information through the Data Delivery Method (a) as directed by an End User (with respect to that End User's Account Information), (b) as directed by a Financial Institution (with respect to End User Account Information originating from that Financial Institution), (c) in response to an actual or reasonably alleged breach of these terms and conditions, (d) as needed to ensure the safety and security of End User Account Information, or (e) as required by law. Morningstar and/or Orion will promptly notify Customer of any suspension of the Data Delivery Method, provide the reason for such suspension and, to the extent that it is able, provide Customer any information necessary to remedy the events justifying the suspension.

**(ii) Suspension or Termination by Financial Institution.** A Financial Institution may, at its sole discretion, suspect or terminate Customer's access to End User Account Information. In the event that Customer's access to End User Account Information is suspended by a Financial Institution, Morningstar and/or Orion

will reasonably cooperate with Customer to negotiate the reinstatement of Customer's access to such information.

#### **14. Additional Representations and Warranties.**

(i) Orion and Customer represent and warrant that each party and its representatives will maintain and continue to maintain sufficient and adequate insurance coverage consistent with the risks associated with these terms and conditions, including coverage claims arising from (i) a security breach, (ii) violation of any privacy right, (iii) violation of laws, including violation of Privacy and Security Laws, (iv) data theft or unauthorized alteration or destruction, including unauthorized access, use or transmission of malware.

(ii) **Disclaimer of Warranties.** ORION DOES NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AVAILABILITY OF THE END USER ACCOUNT INFORMATION. NEITHER ORION NOR ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS OR AFFILIATES WILL BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSE IN WHOLE OR IN PART BY THE RELIANCE OF SUCH PARTIES ON THE CONTENT OR AVAILABILITY OF THE END USER ACCOUNT INFORMATION OR THEIR ACTS OR OMISSIONS IN RELATION TO THE END USER ACCOUNT INFORMATION OR THESE TERMS AND CONDITIONS.

### **Morningstar, Inc. Level One Data**

Morningstar Inc. ("Morningstar") has granted Orion and, by extension, Customer, the ability to elect to use and access certain data points available via Morningstar (collectively, the "Level One Morningstar Services"); for the avoidance of doubt, the Level One Morningstar Services shall include the data points listed below.

#### **A. Definitions**

- i. Orion Connect shall mean Orion's web-based application utilized by Customer to maintain data on Customer's client transactions and activity.
- ii. Orion Connect Output shall mean materials containing any portion of the Level One Morningstar Services which are generated by Orion Connect, and accessible to Customer.
- iii. Insubstantial Amount shall mean an amount of the Level One Morningstar Services that (i) has no independent commercial value as a database, (ii) could not be used by a third party as a substitute for the Level One Morningstar Services contained in Orion Connect or any part of it, (iii) is not separately marketed by Customer (either alone or with data), and (iv) is not retrieved by Customer and/or its clients via regularly scheduled, systematic batch jobs.

**B. Proprietary Information.** Customer acknowledges and agrees that certain of the information contained in Orion Connect: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar, Orion, nor its content providers are responsible for any damages or losses arising from any use of this information. Past performance is no guarantee of future results.

#### **C. Limitations on Use.**

- i. Customer agrees that (1) Customer and its clients may not export more than an Insubstantial Amount of the Level One Morningstar Services from Orion Connect; and (2) any Orion Connect Output created by Customer clients or third parties associated with the account of an Customer client may only be used by, or for the benefit of, Customer and/or its clients.
  - ii. Any Orion Connect Output may only be distributed if all of the following conditions are met:
    - a. Orion Connect Output may not be distributed as a stand-alone product, and may only be incorporated in value-add reports or presentations, either of which is part of the functionality available in Orion Connect.
    - b. In no event may Orion Connect Output be resold by Customer.
- D. Miscellaneous.** Customer acknowledges that Orion makes no representations and warranties concerning the Level One Morningstar Services and is provided “as is” and Customer’s use of the Level One Morningstar Services is at its own risk. Except to the extent expressly provided for under these terms and conditions, Orion does not make and hereby disclaims, any and all warranties, whether implied or express, including but not limited to warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage or trade practice. Orion does not warrant that the Level One Morningstar Services will be uninterrupted or error-free.
- E. Permitted Data.**
- i. Asset Classification data includes: Sector, Industry, Industry Group, Style Box assignments and Country, Business Country, and Domicile Country for equities as available, and Morningstar Category, Style Box, and Asset Allocation Weightings for US Open-End Funds, Closed-End Funds, Exchange Traded Funds, and Offshore Funds.  
  
Any other classification data not listed above (including any additional Weightings or Breakdown data for funds) will require additional documentation and may be subject to additional fees.
  - ii. Performance returns of Morningstar Indexes and Categories.

### **Plaid, Inc. Data Aggregation – Orion Planning**

Orion provides Orion Planning to Customer pursuant to the Agreement. Customer is not charged an additional fee to gain access to Orion Planning, however, should Customer require use of Plaid Inc.’s (“Plaid”) third-party aggregation services to obtain client data in association with Customer’s use of Orion Planning, Customer agrees to the additional terms and conditions set forth below, as well as the Fee set forth and defined herein. The Plaid Terms and Conditions shall be subject to change and may be updated by Orion from time to time as required by Plaid following notice to Customer. The fee associated with the Plaid third-party data aggregation services is ten dollars (\$10.00) per household (the “Fee”), per annum, and such Fee will be added to Customer’s quarterly invoice and subject to the payment terms contained in the Agreement. The Fee is separate and distinct from any other fee Customer may be paying, pursuant to the Agreement or any addendum or amendment to the Agreement.



1. **Restrictions.** Unless Plaid specifically agrees in writing, Customer will not, and will not enable or assist any third-party to: (i) attempt to reverse engineer (except as permitted by law), decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Plaid services described at <https://www.plaid.com> (the, “Services”); (ii) modify, translate, or create derivative works based on the Services; (iii) make the Services or information and data of Customer’s end users (such businesses and consumers, the “End Users”) provided to Customer via the Services (such information and data, the “Output”) (or any derivative work thereof) available to, or use the Services or Output (or any derivative work thereof) for the benefit of, anyone other than Customer or End Users; (iv) sell, resell, license, sublicense, distribute, rent or lease any Services or Output to any third-party, or include any Services or Output (or any derivative work thereof) in a service bureau, time-sharing, or equivalent offering; (v) publicly disseminate information from any source regarding the performance of the Services or Output; or (vi) attempt to create a substitute or similar service through use of, or access to, the Services or Output. Customer will use the Services and Output only in compliance with (a) the Customer application, use case, and other restrictions agreed to between Plaid and Orion, (b) the Plaid developer policies (available at <https://www.plaid.com/legal>), (c) Plaid’s applicable technical user documentation (available at <https://www.plaid.com/docs>), and (d) any agreements between Customer and End Users (for clarity, including any privacy policy or statement). Notwithstanding anything to the contrary, the Customer accepts and assumes all responsibility for complying with all applicable laws and regulations in connection with all of Customer’s activities involving any Services, Output, or End User data. Customer acknowledges and agrees that Plaid is neither a “consumer reporting agency” nor a “furnisher” of information to consumer reporting agencies under the Fair Credit Reporting Act (“FCRA”) and the Output is not a “consumer report” under the FCRA and cannot be used as or in such. Customer represents and warrants that it will not, and will not permit or enable any third-party to, use the Services (including Output) as a or as part of a “consumer report” as that term is defined in the FCRA or otherwise use the Services (including Output) such that the Services (including Output) would be deemed “consumer reports” under the FCRA. Notwithstanding anything to the contrary, Customer will be bound by and will only use the Services or Output in compliance with the terms and conditions set forth herein.

2. **Secondary Investors.** Subject to this Section 2, Customer may request that Plaid or Orion disclose Output or an Orion product or service incorporating Output (collectively, the “Shared Data”) to Customer’s Secondary Investors. “Secondary Investor” means a third-party investor or purchaser of a financial product originated by Customer and provided to an End User (e.g., a loan), with which investor or purchaser Plaid maintains a separate technical integration.

- (i) Customer represents and warrants to Plaid that, before disclosure of Shared Data to any Secondary Investor, Customer will provide all required notices to and obtain all required consents (including notices and consents required under applicable law) from the applicable End User with respect to disclosure of Shared Data to such Secondary Investor by Plaid or Orion.
- (ii) Notwithstanding anything to the contrary: (a) Customer is solely responsible for its own relationships with Secondary Investors and with Orion, including any related billing matters, technical support, or disputes; (b) Customer will enter into legally binding written agreements with each Secondary Investor that are consistent with this Section 2 and all applicable terms and conditions hereunder, including, without limitation, Section 1 (Restrictions); and (c) Customer will remain responsible for compliance by Secondary Investors with all of the terms and conditions hereunder (including, without limitation, terms relating to use of Output or Shared Data).

(iii) Customer will be fully liable for: (a) any breach by Customer of this Section 2, (b) any acts or omissions of Secondary Investors, and (c) any dispute arising among Customer, Orion, Secondary Investors, and/or End Users relating to the disclosure or use of Shared Data as contemplated in this Section 2.

3. **Privacy and Authorizations.** Before any End User engages with the Orion products or services which include, are derived from, or incorporate the Services, the Customer warrants and will ensure that it provides all notices and obtains all consents required under applicable law to enable Plaid to process End User data in accordance with Plaid's privacy policy (currently available at <https://www.plaid.com/privacy>). Customer will not (i) make representations or other statements with respect to End User data that are contrary to or otherwise inconsistent with Plaid's privacy policy or (ii) interfere with any independent efforts by Plaid to provide End User notice or obtain End User consent.

4. **WARRANTY; DISCLAIMER; ENFORCEMENT.** THE SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PLAID NOR ITS AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY WARRANTY THAT THE SERVICES ARE FREE FROM DEFECTS. PLAID DOES NOT MAKE ANY WARRANTY AS TO THE OUTPUT THAT MAY BE OBTAINED FROM USE OF THE SERVICES. PLAID WILL BE AN INTENDED THIRD-PARTY BENEFICIARY OF THE AGREEMENT BETWEEN ORION AND CUSTOMER AND MAY DIRECTLY ENFORCE SUCH AGREEMENT AGAINST CUSTOMER, WITHOUT ORION'S CONSENT OR PARTICIPATION, BUT SOLELY RELATING TO THE OUTPUT OR SERVICES PROVIDED BY PLAID TO ORION OR CUSTOMER.

5. **FI Data.** Through the Orion Services or Plaid Services, Customer may have access to information about or of End Users provided to Plaid by a bank, financial institution, or other data source (each, as designated by Plaid, "FI", and such information, the "FI Data").

(i) **Customer Obligations.**

a. End User Consents. Customer will provide all notices and obtain all express consents from each End User as required under applicable laws in connection with Customer's use, storage and other processing of any FI Data (such notices and consents, the "Express Consents"). Express Consents will be clear and conspicuous and will generally specify the categories of FI Data that Customer will receive and how Customer will use, store and otherwise process it, in addition to any other required disclosures under applicable laws. Customer will maintain records (which may include technical logs, screenshots, versions of Express Consents obtained) to demonstrate its compliance with this Section 5(i)(a) and will promptly provide such records to Plaid upon request.

b. Scope of Access. Customer will only access FI Data for which it has obtained Express Consents from the End User for the use case reviewed and permitted by Plaid in writing that is consented to by the applicable End User (such use case, the "Permitted Use Case"). Key factors Plaid will consider during its review include whether the use case is appropriate and useful to provide the End User with the Customer application that the End User has enrolled in, whether the Customer application provides a direct benefit to the End User, and whether the use case directly supports the development of new or improved product features for the benefit of End Users, and the jurisdiction(s) in which the Customer operates

and/or stores FI Data. If Customer possesses FI Data that exceeds the scope of the End User's Express Consents, Customer will use industry- standard means to permanently and securely delete ("Delete") such FI Data.

- c. Data Use. Customer will use, store and otherwise process FI Data solely in accordance with the End User's Express Consents and applicable laws.
- d. Data Disclosure. Customer will not disclose, transfer, syndicate or distribute FI Data to any third party (including its Permitted Service Providers) ("Data Sharing") except in each case with the End User's Express Consents and in accordance with applicable laws. Notwithstanding anything to the contrary, Customer will not sell FI Data.
- e. Data Deletion. Customer will promptly Delete any FI Data upon request by the applicable End User; provided that Customer may retain copies of FI Data solely to the extent required by applicable laws.
- f. No Attribution. Customer will not charge End Users any fees attributable to an FI for (a) access to its FI Data or (b) use of End User's account with an FI in connection with the Customer application. In addition, Customer will not publicize its receipt of FI Data from specific FIs under the Orion – Customer Agreement or this Section 5 (FI Data).
- g. No Other Access. Customer will only access FI Data through the Services or another manner that uses the FI's authorized APIs. Customer will not "screen scrape" data from FIs or collect an End User's log-on credentials for FI accounts, and will not otherwise knowingly obtain from a third party FI Data that was originally sourced through screen scraping. Customer will immediately Delete any such End User log-on credentials in its possession. Customer will maintain records to demonstrate compliance with this Section 5(g) and will provide them to Plaid upon request.
- h. Compliance with Laws. Customer will comply with all applicable privacy, security and other laws, including, as applicable, the Gramm-Leach-Bliley Act, the California Consumer Privacy Act, and all other laws relating to FI Data. Customer will not use, store, disclose, or otherwise process any FI Data for any purpose not permitted under applicable laws.
- i. Information Security Program. Customer will maintain a comprehensive written information security program approved by its senior management ("Infosec Program"). The Infosec Program will include administrative, technical, and physical measures designed to: (a) ensure the security of FI Data, (b) protect against unauthorized access to or use of FI Data and anticipated threats and hazards to FI Data and (c) ensure the proper disposal of FI Data. The Infosec Program will be appropriate to Customer's risk profile and activities, the nature of the Customer application, and the nature of the FI Data received by Customer. In any event, the Infosec Program will meet or exceed applicable control objectives captured in industry standards and best practices such as AICPA Trust Service Criteria for Security, NIST 800-53, or ISO 27002 and will comply with applicable laws. Customer will use up-to-date antivirus software and anti-malware tools designed to prevent viruses, malware, and other malicious code in the Customer application or on Customer's systems.
- j. Security Breach Obligations. Customer will promptly notify Plaid (and in no event after more than 12 hours) upon becoming aware of any Security Breach, providing a description of all known facts, the types of End Users affected, and any other information that Plaid may reasonably request. Customer will reasonably cooperate with Plaid in investigating and remediating Security Breaches. Customer will be responsible for the costs of investigating, mitigating, and remediating the Security Breach, including costs of credit

monitoring, call centers, support, and other customary or legally required remediation. “Security Breach” means any event that compromises the Customer application or Customer’s systems or that does or reasonably could compromise the security, integrity or confidentiality of FI Data or result in its unauthorized use, disclosure or loss.

- k. FI Confidential Information. If Plaid discloses to Customer any confidential or proprietary materials of an FI (such materials, “FI Confidential Information”), such materials will be subject to the same obligations that apply to Orion’s Confidential Information under the Orion – Customer, which will in no event be less protective of such information than a reasonable standard of care. FI Confidential Information will also be subject to the same obligations as FI Data under this Section 5(i) (Customer Obligations) of this Section 5 (FI Data).
  - l. Oversight and Cooperation. Customer will promptly provide all reasonably necessary information and cooperation requested by Plaid, an FI, or any entity with examination, supervision, or other legal or regulatory authority over Plaid or an FI. In the event that Plaid has a good faith reason to believe that Customer is not in material compliance with this Section 5 (FI Data), Plaid will notify Customer, and, at Plaid’s option, Customer will promptly provide sufficient documentation to demonstrate such material compliance or submit to a third-party audit by a firm selected from a Plaid-approved list of audit firms to verify such compliance. Plaid and FIs may also conduct technical or operational assessments of Customer, which will be subject to advance notice and will not occur more than once per year unless legally required and materially different in scope from a preceding audit.
  - m. Information Sharing. Where required by an FI and to the extent relevant to an Customer’s access or use of FI Data from that FI, Plaid may share with such FI certain information related to Customer’s compliance with this Section 5 (FI Data), including with respect to Customer’s Infosec Program. Plaid will request that such FI treat any such information in a confidential manner.
  - n. Insurance. Customer will maintain insurance coverage appropriate to Customer’s risk profile and activities, the nature of the Customer application, and the nature of the FI Data received by Customer; provided that such coverage will be no less than industry standard and will include cybersecurity liability insurance.
  - o. Access Frequency. Customer will comply with any guidelines provided by Plaid regarding Customer’s frequency of “batch” pulls of FI Data. Plaid may enforce such guidelines in accordance with its standard practices, which may include throttling, suspension or termination of Customer’s access.
- (ii) **Suspension**. Plaid may suspend or terminate Customer’s access to the Services or FI Data, in whole or in part, if it believes Customer has breached this Section 5 (FI Data) or where Customer’s use of the Services or FI Data could violate or give rise to liability under any Plaid agreement (including Plaid’s agreement with any FI) or pose a risk of harm, including reputational harm, to any End User, FI, the Services, or Plaid and its affiliates. In addition, an FI may suspend Customer’s access to FI Data with respect to such FI.
- (iii) **Indemnity**. Customer will indemnify, defend and hold harmless each FI, Plaid, and the affiliates of each of the foregoing from any claims, actions, suits, demands, losses, liabilities, damages (including taxes), costs and expenses arising from or in connection with: (a) any Security Breach resulting in unauthorized disclosure of FI Data or (b) Customer’s unauthorized or improper use of FI Data (including any unauthorized Data Sharing, transmission, access, display, storage or

loss). This Section (iii) is not subject to any limitation of liabilities set forth in the Orion – Customer Agreement. Each FI is a third-party beneficiary of this Section (iii).

- (iv) **Modifications.** Customer acknowledges that continued access to FI Data provided by certain FIs may require modifications to this Section 5 (FI Data), and Customer will accept such modifications to continue accessing or using the Services with respect to such FIs. Plaid will use commercially reasonable efforts to notify Customer of the modifications and the effective date of such modifications through communications via Customer’s account, email, or other means. If Customer objects to the modifications, its exclusive remedy is to cease any and all access and use of the Services as it relates to such FI(s). Continued access or use of such the Services after the effective date of such modifications to this Section 5 (FI Data) will constitute Customer’s acceptance of such modifications.
- (v) **Miscellaneous.** In the event of a conflict with any other agreement (including the Orion - Customer Agreement), the terms and conditions of this Section 5 (FI Data) will govern and prevail. Capitalized terms used in this Section 5 (FI Data) and not otherwise defined will have the meanings ascribed to them in the Terms. All provisions of this Section 5 (FI Data) will remain in force in the event of this Section 5’s (FI Data) or the Orion – Customer Agreement’s termination or expiration.

## **Xignite, Inc.**

Orion has entered into a Web Service Subscription Agreement with Xignite, Inc. (“Xignite”) to allow Orion and, by extension, Customer, the ability to access certain 15-minute delayed market quotes including NASDAQ OMX and NYSE delayed quotes (“Delayed Quotes”).

Customer desires to utilize Delayed Quotes and Orion has agreed to make the Delayed Quotes available to Customer pursuant to the terms and conditions set forth below.

### **15-minute Delayed Quotes**

- A. Orion has entered into an arrangement with Xignite to allow Orion and, by extension, Customer, the ability to access Delayed Quotes from exchanges or other sources. Access to the Delayed Quotes will be available to Customer displayed through the Orion system. Customer understands and agrees: (1) there are certain restrictions on the rights of the Delayed Quotes and Customer shall not (nor permit any person or entity to) duplicate, further redistribute, disseminate, disclose or provide the Delayed Quotes to any third parties or create any derivative works from the Delayed Quotes; (2) Customer may be subject to the standard terms and conditions or standard subscription agreements of NASDAQ OMX and/or NYSE; and (3) Orion shall not be responsible for the accuracy of the Delayed Quotes.
- B. **Pricing:**
  - a. No additional charge.