



## Tech Stack Navigator Client & Vendor Terms & Agreement

This Subscription Services Agreement (the “Agreement”) constitutes a legal, binding agreement between BlackFin Group LLC (“BlackFin Group”) and the client identified in the order form (“Client”) for Tech Stack Navigator Services other Services (as defined in Section 1.1) and states the terms upon which BlackFin Group provides such Services to Client. The “Effective Date” of the Agreement shall be the date upon which Client first executes the order form for Services (“Order Form”) by payment. By executing an Order Form via on-line payment, Client agrees to the terms of this Agreement; provided that, to the extent of any conflicting term, the Order Form shall supersede this Agreement solely with respect to the conflicting term.

### 1. Services

1.1 BlackFin Group Services. Subject to Client’s compliance with this Agreement, BlackFin Group will provide, and hereby grants Client the limited, non-exclusive, non-sublicensable right to access and use BlackFin Group’s software as a service products, or other services (Preferred Partner Subscription Service), initially set forth in the order form executed by Client or purchased pursuant to Section 1.2 (“Services”). Service Descriptions are available at: <https://www.navigator.blackfin-group.com/> and incorporated by reference herein (“Service Description”). BlackFin Group may modify the Services and the Service Descriptions from time to time, provided that such modifications do not materially adversely affect the Services. This contract is for the Preferred Partner program as defined in section 12.

1.2 Services Activation. Following execution of the Order Form (payment), BlackFin Group shall initiate activation of the Service by providing Client with a follow up call to discuss the order form or Vendor Portal access as defined by the order form relationship. Client is responsible for (a) providing BlackFin Group with completed forms required to effectively process the service request.

1.3 Data Retention. BlackFin Group will retain Client Data for the Term of the Agreement, plus five years.

1.4 Support & Service Level Agreements. BlackFin Group will provide the level of support applicable to the Service package purchased by Client. Client may find support FAQ’s, or initiate support requests by submitting support tickets, here: [info@blackfin-group.com](mailto:info@blackfin-group.com)

1.5 Attestation Letter. If requested by Client, and required by regulations applicable to Client’s business, BlackFin Group will provide Client with BlackFin Group’s standard third party attestation letter.

### 2. Fees

Payment for the service or annual vendor subscription fees is non-refundable. With that said, BlackFin Group is committed to Client satisfaction and depending on circumstances may negotiate a partial refund accordingly, to overall Client Satisfaction. Fees are due and to be paid in full at time of requested services. Work will not be performed until payment in full for services has been received.

### 3. Vendor and Client’s Use of the Services.

3.1 Vendor Client Account. Client shall create an account within the Services. Client is responsible for (a) ensuring that Client’s account registration information is complete and accurate; and (b) the security and confidentiality of Client’s account credentials. Client shall designate at least one authorized user who shall have administrative access to Client’s account, with full access privileges and the authority to place orders under Section 1.2 (“Authorized User”). The Authorized User is responsible for managing all aspects of the Services (vendor portal), including without limitation, requesting changes or modifications to the Services, and all portal related information. Client acknowledges and agrees that BlackFin Group will only accept such requests from Authorized Users, or a verified officer of Client’s organization. BlackFin Group may, in its sole discretion, refuse to comply with any request if the identity of the Authorized User or the officer making any such request cannot be reasonably verified. The Services

may only be used by Client's authorized employees, agents or contractors in the performance of their duties to Client. Client shall notify BlackFin Group immediately of any unauthorized use of any password or account or any other known or suspected breach of security. Client shall not permit BlackFin Group competitors to access the Services for any reason. Client is solely responsible for all activity which occurs within Client's account and for the actions of its employees, contractors or agents, whether or not such person is or was acting within the scope of their employment, engagement or agency relationship.

3.2 Acceptable Use Policy: Client shall comply with BlackFin Group's Acceptable Use Policy, incorporated by and referenced herein this document. The Acceptable Use Policy may be updated from time to time by BlackFin Group. Acceptable Use includes that Client is prohibited from, and shall not copy, modify, adapt, transmit, sell, distribute or otherwise use the Services, in whole or in part, except as expressly permitted in this Agreement. Client is responsible for the data and content archived by, or provided to, BlackFin Group via the Services and represents and warrants that such content shall not (a) infringe any third party right, including, without limitation, third party rights in patent, trademark, copyright, or trade secret; or (b) constitute a breach of any other right of a third party, including without limitation, any right under contract or tort theories. Notwithstanding the generality of the foregoing, Client represents that, with respect to any website Client directs BlackFin Group to archive, Client has all necessary rights or licenses to archive such website and that the archiving of such website does not place Client or BlackFin Group (as Client's agent) in violation of any website terms and conditions included on the website. Client shall abide by all applicable local, state, national or foreign laws, rules, regulations or treaties in connection with Client's use of the Services including, without limitation, those related to data privacy, communications, SPAM communications, or the transmission and storage of technical or personal data.

3.3 Client Data Transmission. Client acknowledges and agrees that (a) it is Client's sole responsibility to monitor Client Data to ensure that Client Data is properly transmitted to BlackFin Group; (b) despite any monitoring services provided by BlackFin Group, Client shall notify BlackFin Group of any delivery failures or outages of Client's systems (or its service providers) which may affect the transmission of Client Data; and (c) it is Client's responsibility to encrypt data sent to BlackFin Group. BlackFin Group is not responsible or liable for any update, upgrade, patch, maintenance or other change which affects the transmission of Client Data to BlackFin Group. It is Client's responsibility to (i) ensure that BlackFin Group is notified of all email domains, or other electronic messages to be archived; and (ii) to obtain all necessary consents with respect to the transmission, collection and storage of Client Data.

3.4 License to Client Data. "Client Data" means the data of Client which is either (a) transmitted to BlackFin Group by or on behalf of Client, for archiving purposes, in connection with the provision of the Services; or (b) collected or received via the Services at the direction of Client. Client hereby grants BlackFin Group the limited, non-exclusive right to access, copy, transmit, download, display, and reproduce Client Data as necessary to provide, support and improve the Services, or as otherwise authorized hereunder. Client represents and warrants that Client has all necessary rights in and to the Client Data to grant the foregoing license to BlackFin Group.

3.5 Client Indemnification. Client shall indemnify, defend and hold harmless BlackFin Group, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees), arising from Client's breach of any of Client's obligations under this Section 3. Client's obligation for indemnification shall be predicated upon (a) BlackFin Group providing Client with prompt written notice upon becoming aware of any such claim; provided that, Client shall not be relieved of its obligation for indemnification as the result of BlackFin Group's failure to provide such notice unless Client is actually prejudiced in defending such a claim as a result of BlackFin Group's failure to provide notice; (b) if requested by Client, and at Client's expense, BlackFin Group reasonably cooperating with the defense of such claim; and (c) BlackFin Group allowing Client sole and exclusive control over the defense and settlement of any such claim.

#### **4. Confidentiality.**

4.1 Confidential Information. "Confidential Information" means (a) the non-public business or technical information of either party, including but not limited to information relating to either party's product plans, customers, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know-how; (b) any information designated by either party as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; (c) the terms of this Agreement; or (d) Client Data. "Confidential Information" will not include information that: (i) is in, or enters, the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independently without reference to the Confidential Information.

4.2 Confidentiality Obligations. Each party agrees: (a) that it will not disclose to any third party, or use for its own benefit or the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and (b) that it will take reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control. Either party may disclose Confidential Information of the other party: (x) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to contest such order or requirement; or (y) to the parties agents, representatives, subcontractors or service providers who have a need to know such information provided that such party maintain the Confidential Information on a confidential basis.

4.3 Remedies. Each party acknowledges and agrees that a breach of the obligations of this Section 4 by the other party will result in irreparable injury to the disclosing party for which there will be no adequate remedy at law, and the disclosing party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach by recipient.

## 5. Intellectual Property Rights.

As between BlackFin Group and Client, all server hardware, software and applications required to operate the Services, and other associated technology or documentation, are the sole and exclusive property of BlackFin Group. Except as expressly stated herein, nothing in this Agreement shall serve to transfer to Client any intellectual property right in or to the Services, Software, BlackFin Group trademarks or other intellectual property. BlackFin Group retains all right, title and interest in and to the Services, Software and the associated technology and documentation. As between BlackFin Group and Client, Client Data is the sole and exclusive property of Client and, other than the limited license to Client Data granted in Section 3, nothing in this Agreement shall serve to transfer to BlackFin Group any intellectual property right in the Client Data.

## 6. Third Party Networks, Platforms and Components.

6.1 Certain Services offered by BlackFin Group may be dependent on third party software, applications, platforms (such as third party social media or business networking platforms), messaging or communication services or API's ("Third Party Services"). These Third Party Services are not offered, controlled or provided by BlackFin Group. In some cases the Third Party Service may make changes to its service, or components thereof, or discontinue a service without notice to BlackFin Group. Accordingly, BlackFin Group expressly disclaims any liability related to, or arising from, these Third Party Services, including Client's use thereof, or any updates, modifications, outages, delivery failures, corruptions, discontinuance of services or termination of Client's account by the Third Party Service. BlackFin Group is not responsible or liable for how the Third Party Service transmits, accesses, processes, stores, uses or provides data to BlackFin Group. Client is solely responsible for complying with any Third Party Services terms and conditions. In order to integrate the Services with certain Third Party Services, Client may be required to provide Client's or Client's end user access credentials for the Third Party Service in order to receive Client Data. In such cases, in order to provide the Service, BlackFin Group's access must be approved (a) by Client for all end users or content; or (b) by each individual end user.

6.2 Certain Services require Client to install data capture or other software. Such software may be sublicensed to Client by BlackFin Group ("Software") or Client may be required to license the software directly from a third party. If Software is provided to Client by BlackFin Group, BlackFin Group grants Client the limited, non-exclusive, non-sublicensable right to download, execute and install the applicable Software onto Client's end user's computer, laptop or mobile device (as applicable) for which Client has purchased a Seat, plus one copy for backup or archival purposes. Client shall not alter, distribute, reproduce, create derivatives of, edit, disassemble or reverse engineer the Software. BlackFin Group shall deliver the Software to Client in a good and workmanlike manner and according to industry standards ("Software Performance Warranty"). The foregoing warranty shall expire 30 days following BlackFin Group's delivery of the Software. In the event of a breach of the Software Performance Warranty, BlackFin Group shall repair the Software such that it meets the foregoing Software Performance Warranty or provide Client with a replacement. The foregoing represents Client's sole and exclusive remedy for any loss or claim arising out of the Software. BlackFin Group makes no other representation or warranty with respect to the Software, and the Software is provided "AS IS". BlackFin Group is not responsible or liable for (a) changes or modifications made to the Software by anyone other than BlackFin Group; or (b) any changes, modifications, combinations with other software applications or equipment, conditions or issues on or arising from Client's systems, servers, networks, or the Internet which affects the use or operation of the Software. The warranty contained in this Section 6.2, and the obligation to provide support, do not apply to any software which is not provided by BlackFin Group or which is licensed by Client directly with the software provider. Where Client licenses software directly from the licensor of such software, Client must contact the licensor support for any issues related to the software.

## 7. Term and Termination.

7.1 Term. The Agreement shall commence of the Effective Date and shall remain in effect for the term specified in the Order Form measured from the Activation Date. This Agreement and all purchased Services will automatically renew for additional twelve (12) month terms. The initial twelve (12) month term plus any renewal terms are, collectively, the "Term." If Client would like to cancel services, they may do so at any time, up to 30 days prior to the twelfth month anniversary to avoid the automatic renewal and not be subject to payment in full.

7.2 Termination for Breach. Either party may terminate the this Agreement if the other party materially breaches its obligations hereunder and such breach remains uncured for thirty (30) days following the written notice of such breach to the non-breaching party. BlackFin Group reserves the right to suspend Client's access to the Services in the event of any breach of this Agreement and shall not be liable for any damages resulting from such suspension.

7.3 Effect of Termination. Upon any termination or expiration the Agreement: (a) all rights and licenses to the Services shall immediately terminate; and (b) upon request, each party shall return to the other or delete Confidential Information of the other party, provided however, if Client wishes BlackFin Group to return Client Data, Client agrees to pay BlackFin Group's then current data extraction and exportation fees.

## **8. Warranty and Disclaimers.**

8.1 Proper Authority. BlackFin Group represents that it has the right and authority to enter into this Agreement, to grant to Client the rights hereunder, and that the performance of its obligations under this Agreement will not breach or be in conflict with any other agreement to which BlackFin Group is a party to.

8.2 Compliance with Laws. BlackFin Group warrants that it will comply with the laws and regulations applicable to BlackFin Group's business in the performance of the Services.

8.3 EXCEPT AS SET FORTH IN THIS AGREEMENT, BLACKFIN GROUP MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE SERVICES OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY OTHER INFORMATION OR MATERIALS PROVIDED, OR MADE AVAILABLE, BY BLACKFIN GROUP. BLACKFIN GROUP HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BLACKFIN GROUP DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE WILL BE AVAILABLE OR ERROR FREE. BLACKFIN GROUP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF BLACKFIN GROUP. BLACKFIN GROUP MAKES NO REPRESENTATION OR WARRANTY THAT USE OF THE SERVICES GUARANTEES LEGAL COMPLIANCE UNDER ANY FEDERAL, STATE OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE.

## **9. Remedies and Limitation of Liability.**

9.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BLACKFIN GROUP'S AGGREGATE LIABILITY HEREUNDER FOR ALL DAMAGES ARISING UNDER OR RELATING TO THE PROVISION OF SERVICES, NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF REGULAR MONTHLY FEES ACTUALLY RECEIVED BY BLACKFIN GROUP FROM RESELLER FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE MONTH IN WHICH THE INCIDENT CAUSING THE DAMAGES AROSE. THE LIMITATION ON LIABILITY SET FORTH ABOVE IS CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES SHALL BE AGGREGATED, TO DETERMINE IF THE LIMIT HAS BEEN REACHED. THE ABOVE LIMITATIONS OF LIABILITY REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES IN VIEW OF THE FAVORABLE FEES BEING CHARGED BY BLACKFIN GROUP RELATIVE TO THE SERVICES DESCRIBED HEREIN, AND ARE MATERIAL TERMS HEREOF.

## **10. Indemnification.**

10.1 BlackFin Group will defend Client against third party claims, and indemnify and hold Client harmless against final judgments (including reasonable attorneys' fees), arising out of a breach of a claim that the Services infringe any United States patent, trademark or copyright, provided that (a) Client provides BlackFin Group with prompt written notice upon becoming aware of any such claim; (b) Client reasonably cooperates with BlackFin Group in the defense of such claim; and (c) BlackFin Group has sole and exclusive control over the defense and settlement of any such claim. Notwithstanding the foregoing, BlackFin Group will have no liability of any kind to the extent any claim is based on or arises from: (i) custom functionality provided to Client based on Client's specific requirements; (ii) any modification of the Services by Client or any third party; (iii) the combination of Services with any technology or other services not provided by BlackFin Group; or (iv) the failure of Client to use updated or modified versions of the Services made available by BlackFin Group to avoid such a claim. If the Services are subject to a claim of infringement of the intellectual property rights of a third party, BlackFin Group may, in its sole discretion, either (a) procure for Client the right to continue to use the Services; (b) modify the Services such that they are non-infringing; or (c) if in the reasonable opinion of BlackFin Group, neither (a) or (b) are commercially feasible, then BlackFin Group may upon thirty (30) days prior notice to Client, terminate the applicable Service.

10.2 The indemnification obligation contained in this Section 10, shall be Client's sole remedy, and BlackFin Group's sole obligation, with respect to claim of infringement.

## 11. General Provisions.

11.1 Export Restrictions. The Services, including any software, documentation and any related technical data included with, or contained in the Services, may be subject to United States export control laws and regulations. Client shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing or using the Services. Without limiting the foregoing: (a) Client represents that it is not named on any United States government list of persons or entities prohibited from receiving exports; (b) Client represents that Client will not use the Services in a manner which is prohibited under United States Government export regulations; (c) Client will comply with all United States antiboycott laws and regulations; (d) Client shall not provide the Service to any third party, or permit any User to access or use the Service in violation of any United States export embargo, prohibition or restriction; and (e) Client shall not, and shall not permit any user or third party to, directly or indirectly, export, re-export or release the Services to any jurisdiction or country to which, or any party to whom, the export, re-export or release is prohibited by applicable law, regulation or rule.

11.2 U.S. Government End User Provisions. BlackFin Group provides the Services to federal government end users solely in accordance with the following: government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with BlackFin Group to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.3 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without the other's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign this Agreement other than as permitted herein will be null and void. Without limiting the foregoing, this Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.

11.4 Force Majeure. No failure or omission by the parties hereto in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement, nor shall it create any liability, provided the party uses reasonable efforts to resume performance hereunder, if the same shall arise from any cause or causes beyond the reasonable control of the parties, including, but not limited to the following, which, for the purpose of this Agreement, shall be regarded as beyond the control of the parties in question: (a) acts of God; (b) acts or omissions of any governmental entity; (c) any rules, regulations or orders issued by any governmental authority or any officer, department, agency or instrumentality thereof; (d) fire, storm, flood, earthquake, accident, war, rebellion, insurrection, riot, strikes and lockouts; or (e) utility or telecommunication failures.

11.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Colorado and County of Arapahoe, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

11.6 Notices. Any legal notice under this Agreement will be in writing and delivered by personal delivery, express courier, or certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with express courier, five (5) days after deposit in the mail. Notices will be sent to Client at the address set forth on the Order Form or such other address as Client may specify. Notices will be sent to BlackFin Group at the following address: BlackFin Group, Inc., Attention: Legal, 8310 South Valley Highway Suite 300  
Englewood, CO 80112

11.7 No Agency. The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

11.8 Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, negotiations and communications (both written and oral) regarding such subject matter.

11.9 Marketing. Client grants BlackFin Group the limited right to disclose that Client is a customer of the BlackFin Group. BlackFin Group agrees to obtain the prior written approval for any use of Client's name in any print marketing materials, press release, blog posts, case studies or white papers.

11.10 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

11.11 Waiver. Failure of either party to insist on strict performance of any provision herein shall not be deemed a waiver of any rights or remedies that either party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions thereof.

11.12 Electronic Signatures and Communications. The parties agree that electronic signatures, whether digital or encrypted, by an Authorized User or a party's authorized signatory are intended to authenticate such signatures and give rise to a valid, enforceable, and fully effective agreement. The parties expressly agree that any terms in Client's purchase order forms, or electronic communications, other than orders placed by Client pursuant to Section 1.2, form no part of this Agreement.

11.13 Modifications. BlackFin Group may make modifications to this Agreement by posting the modifications to the weblink this Agreement is located at. Client agrees to the updated version thirty days following posting of the modified terms, or upon execution of an Order Form referencing the updated version number and weblink; <https://www.blackfin-group.com/techstacknavigator> Subscription Contract referenced and linked at bottom of page.

11.14 In any litigation arising out of this Agreement, including arbitration, the recovery of attorney fees is subject to the prevailing-party.

**12 Statement of Work**

12.1 Lender Clients will subscribe to either service of Rapid or Advanced Selection Service whereas upon completion of payment and submission of order form, BlackFin Group will execute on said services with each lender in a reasonable time frame and will bring the respective Preferred Partner vendor to the table for potential introduction when Lender deems appropriate.

12.2 Vendor Annual Subscription Services include portal access and services detailed in table 1.1 below, active for a twelve months contract period, starting from the date of payment receipt.

ANNUAL SUBSCRIPTION	BASIC	ADVANCED	PREMIUM
Vendor is listed in BlackFin Group Systems' 'Buyers Guide' as a qualified and eligible system lenders can consider.	X	X	X
Vendor is guaranteed consideration in each selection.	X	X	X
Vendor notified each time system is under consideration (lender name provided when in final 3).	X	X	X
Vendor has 24/7 Access to Vendor Portal to update any RFP details.	X	X	X
Vendor receives "Prospect Validation Report" affirm lenders project plan, budget, resources, expectations are realistic.		X	X
BlackFin discusses vendors technology with every lender we engage in the selection service.		X	X
Vendor logo included in all BFG selection marketing materials, website, campaigns, and communications.		X	X
Vendor portal allows upload of key documentation (implementation, packages, pricing, etc.) will be passed to Client.		X	X
Vendor invited to contribute/participate in various BFG industry reports, panels, webinars, surveys, etc.			X
Vendor receives <u>detailed</u> Qualitative Analysis Report about lender and their selection decision.			X
Once a year demo with entire BFG Team to review, discuss your platform updates and roadmap.			X
BFG selected Partner(s) attend annual On-Site with Vendor to review end-to-end system, roadmap, project plan, etc.			X

This Addendum will be deemed accepted upon receipt of a signed copy thereof. Contents of this document supersede all other documents related to the services described herein. If this document correctly states our agreement, please sign below and return to BlackFin.

Agreed and accepted,

<Preferred Partner Name>  
Authorized Officer

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**BlackFin Group LLC**  
Authorized Officer

Keith Kempf  
**Name**

President & CEO  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**