

AppOne for Dealers End User License Agreement

This AppOne for Dealers End User License Agreement (the “Agreement”) is entered into by and between AppOne, Inc., the individual (the “User”) accessing the AppOne for Dealers Portal and documents created thereby (the “AppOne Solution”), and the business entity the User represents or is employed by in connection with its access to the AppOne Solution (the “Dealer”). User and Dealer are referred to herein collectively as “Customer.” By accessing or using the AppOne Solution, User agrees, on behalf of themselves and Dealer, to be bound by this Agreement. If Customer does not agree to these terms, Customer must not use or access the AppOne Solution. Customer’s use of this product is expressly conditioned on Customer’s acceptance of the following terms and conditions of this Agreement. The User represents and warrants that they have the authority to bind the Dealer to this Agreement. If the User does not have such authority, they must not access or use the AppOne Solution. Both the User and the Dealer shall be jointly and severally liable for compliance with this Agreement and for any breach thereof.

NOW, THEREFORE, in consideration of the mutual covenants and representations herein, the sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

- (1) **LICENSE GRANT.** Subject to the conditions in this Agreement, AppOne hereby grants to Customer a personal, non-exclusive, non-transferable, terminable license to access and use the AppOne Solution solely for Customer’s internal business purposes. Customer may use the AppOne Solution for the sole purpose of creating documentation for transactions in which Dealer is a party or in which its customers are a party. Customer may not sub-license the AppOne Solution, allow third parties (including its customers) to access or use the AppOne Solution, or use the AppOne Solution to support sales made by Customer at any location other than the location Customer has licensed hereunder. Customer may not modify the content or presentation of any document created by or with the AppOne Solution.
- (2) **ACCESS AND CONTROLS.** Customer’s access to the AppOne Solution is possible only in the software and hardware configurations specified by AppOne as they may be revised from time to time. Customer will provide and maintain, at its own expense, all equipment, computer software, peripheral access devices, communication lines, internet access, telecom equipment, and print and display devices required to access and/or use the AppOne Solution. AppOne shall have no obligation to maintain the software of others, including network software and/or interfaces. Customer agrees to secure and protect access to and use of the AppOne Solution in a manner consistent with the maintenance of AppOne’s rights therein. Dealer agrees to inform any of its personnel who have access to the AppOne Solution of its proprietary and confidential nature shall cause its personnel to comply with the terms of this Agreement.
- (3) **CUSTOMER DATA.**
 - a. *Ownership of Customer Data.* As between the parties, Customer shall own all right, title, and interest in and to any data or information input into the AppOne Solution by Customer or otherwise provided by Customer to AppOne (the “Customer Data”).
 - b. *License to User Customer Data.* Customer grants to AppOne a royalty-free, fully-paid up, non-exclusive license to use, reproduce, modify, create derivative works based upon, display, distribute, share, process, and transmit such Customer Data: (i) to provide the services offered by the AppOne Solution (the “Services”); (ii) for any use,

- provided that such Customer Data is not personally identifiable; (iii) as necessary to monitor and improve the Services (including the development of new features and functionality); and (iv) as necessary for AppOne to provide the AppOne Solution and the Services. For avoidance of doubt, AppOne may share Customer Data with third parties to the extent necessary to provide the Services. Customer further grants to AppOne the nonexclusive, non-terminable, royalty-free license to use and distribute Customer Data in connection with other products and services offered by AppOne and its affiliates.
- c. *Right to Grant License.* Customer represents and warrants that Customer has the right to use, and the ability to grant AppOne the license granted hereunder for AppOne to use, all Customer Data and information provided to or accessed by AppOne hereunder and that Customer has complied with all applicable laws in its collection of the Customer Data.
 - d. *Responsibility for Customer Data.* Customer shall be solely responsible for any and all Customer Data backup procedures. Dealer shall be responsible for Customer Data in possession of Dealer and/or the User and all security or breaches of Customer Data caused by acts or omissions of Dealer or User.
 - e. *FTC Safeguards Rule.* The Federal Trade Commission (FTC) Standards for Safeguarding Customer Information (16 CFR Part 314) (the “Safeguards Rule”) applies to parties considered to be financial institutions within the FTC’s jurisdiction under the Gramm-Leach-Bliley (GLB) Act. The Safeguards Rule requires those parties to secure records and information from and about customers. This section applies to the extent Customer is subject to the Safeguards Rule, Customer shares with AppOne its “Customer Information” (as defined in the Safeguards Rule), and in circumstances in which AppOne is a “Service-Provider” (as defined in the Safeguards Rule) with regard to such information.
 - i. AppOne will implement and maintain safeguards appropriate to protect the security, confidentiality, and integrity of your Customer Information.
 - ii. Customer will develop, implement, and maintain a comprehensive information security program sufficient to ensure the security, integrity, and confidentiality of Customer Information of the type shared with or disclosed to AppOne. It is also Customer’s responsibility to: (I) disclose to AppOne any relevant risks Customer identifies regarding Customer’s Customer Information; and (II) identify the employee(s) who coordinate Customer’s Information Security Program.
 - iii. Customer is solely responsible for its compliance obligations under the Safeguards Rule. AppOne’s provision of Services to Customer via the AppOne Solution does not constitute, nor shall it be deemed to constitute, a guarantee that Customer’s business is in compliance with any statute or regulation. AppOne’s review or approval of any of Customer’s systems, applications, processes, or procedures does not constitute, nor shall it be deemed to constitute, the assumption by AppOne of any responsibility or liability for compliance by Customer with any statute or regulation.
 - iv. Customer agrees that it and third parties acting on its behalf have no right or authority to access or audit AppOne’s systems, applications, processes,

procedures, or practices, except to the extent specifically authorized by AppOne.

- f. IF CUSTOMER BELIEVES APPONE'S EFFORTS TO SAFEGUARD CUSTOMER INFORMATION AFFECT CUSTOMER IN A MATERIALLY ADVERSE MANNER, CUSTOMER'S SOLE REMEDY SHALL BE TO CEASE USE OF THE APPONE SOLUTION.

- (4) ARTIFICIAL INTELLIGENCE. Customer acknowledges that the AppOne Solution and/or Services may incorporate artificial intelligence and machine learning technologies ("AI"), including large language models, to process and analyze information provided to the AI feature and to generate responses based on that information. Some responses are generated automatically and may be imprecise, incomplete, incorrect, or out of date. Customer acknowledges that AI responses do not provide reliable professional, legal, financial, or other regulated advice, and any information or content provided by AI is for Customer's general informational purposes only. Customer agrees not to rely on any AI response as a substitute for professional advice, independent judgment, or independent verification. The AppOne Solution and/or Services may collect, process, and analyze the content of any inputs and the associated interaction data to operate, maintain, improve, and develop (1) AppOne's services; and (2) the underlying AI models. Unless necessary for the intended use of a feature of the AppOne Solution or Services, Customer agrees not to share confidential, proprietary, personal, or other sensitive information with the AI feature(s). Customer understands that any AI inputs and the AI outputs may be processed by third-party service providers and may be transferred, stored, or processed in other jurisdictions, which may have different data protection laws than Customer's jurisdiction. Customer agrees to abide by these terms, the applicable EULA, and privacy policy for each feature of the AppOne Solution and/or Services that employ AI.

(5) TERM AND TERMINATION.

- a. *Term.* This Agreement is effective upon the User's first access to or use of the AppOne Solution and shall remain in effect until terminated as provided herein.
- b. *Termination by AppOne.* AppOne may terminate this Agreement and Customer's access to the AppOne Solution at any time, with or without cause, without further notice to Customer.
- c. *Termination for Breach.* This Agreement will automatically terminate without notice if the User or Dealer fails to comply with any of its terms. Upon termination, all rights granted under this Agreement shall immediately cease, and the User and Dealer must promptly discontinue all use of the AppOne Solution.
- d. *Survival.* Termination of this Agreement shall not affect any rights or obligations that accrued prior to the effective date of termination, including but not limited to any indemnification obligations, limitations of liability, or dispute resolution provisions.

(6) DISCLAIMER.

- a. **APPONE PROVIDES THE APPONE SOLUTION TO CUSTOMER "AS IS" AND MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. APPONE DOES NOT WARRANT THE PERFORMANCE OR RESULTS CUSTOMER MAY OBTAIN BY USING THE APPONE SOLUTION (WHICH INCLUDES THE OUTPUT OR PRODUCTS OF THE APPONE SOLUTION).**

APPONE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

- b. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF CUSTOMER DATA AND SHALL NOT HAVE ANY CLAIM AGAINST APPONE FOR LOST DATA, RE-RUN TIME, INACCURATE INPUT, WORK DELAYS, OR LOST PROFITS RESULTING FROM THE USE OF THE APPONE SOLUTION. APPONE DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE APPONE SOLUTION CREATES A RELATIONSHIP BETWEEN CUSTOMER AND ANY LENDING INSTITUTIONS OR OTHER PERSONS OR ENTITIES.**
- c. CUSTOMER IS SOLELY RESPONSIBLE FOR (A) ENSURING THAT IT GATHERS AND ENTERS ALL REQUIRED DATA ITEMS FOR EACH SPECIFIC TRANSACTION DOCUMENTED USING THE APPONE SOLUTION AND THAT SUCH DATA IS ACCURATE, (B) TESTING ITS ACCESS TO AND INTEGRATION WITH THE APPONE SOLUTION, (C) CREATING AND USING ANY ADDITIONAL DOCUMENTATION THAT IS REQUIRED FOR AN INDIRECT LENDING TRANSACTION THAT IS NOT AVAILABLE IN THE APPONE SOLUTION, AND (D) REVIEWING ALL LENDING TRANSACTION DOCUMENTATION OBTAINED USING THE APPONE SOLUTION, INCLUDING REVIEWING WITH ITS LEGAL COUNSEL AND/OR TAX ADVISORS, FOR ACCURACY, COMPLETENESS, COMPLIANCE, AND APPLICABILITY BEFORE USING THEM.**
- d. APPONE DOES NOT WARRANT THAT THE APPONE SOLUTION WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE APPONE SOLUTION WILL BE ERROR FREE. APPONE SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF THE APPONE SOLUTION IN COMBINATION WITH PRODUCTS, SERVICES, FORMS, OR INSTRUCTIONS PROVIDED BY ANY THIRD PARTY.**

(7) **INDEMNIFICATION.** Customer agrees to indemnify, defend, and hold AppOne, its parents, subsidiaries, affiliated companies, suppliers, and their respective officers, directors, employees, and agents, harmless from and against any and all losses, damages, deficiencies, claims, causes of action, allegations, or expenses of any nature (including, without limitation, reasonable attorneys' fees and costs) relating to or arising out Customer's use of the AppOne Solution. AppOne may, at Customer's expense, control the defense of any third party claim, suit, action or proceeding that gives rise to a right of indemnification under this Section.

(8) **NOT A SUBSTITUTE FOR LEGAL COUNSEL OR TAX ADVICE.** Customer acknowledges and agrees that:

- a. to the extent the AppOne Solution may serve as a tool that may help Customer or its customers regarding any compliance, tax, accounting, legal, or investment related matters, it is up to Customer to decide whether any present or future use of the AppOne Solution will help achieve such purpose;
- b. Customer should have its attorneys and other professional advisors review its use of the AppOne Solution and any documents created by or with the AppOne Solution, both initially and on a continual basis;

- c. AppOne is not authorized to provide tax, accounting, legal, compliance, or investment advice; and
- d. general assumptions may be made by AppOne and implemented within the AppOne Solution, which may not take into account potentially important considerations to specific users. Therefore, the views and information presented may not be appropriate for Customer. Customer should consult with Customer's own tax, accounting, legal, compliance, and/or investment advisors. Customer is solely and exclusively responsible, and AppOne shall have no liability, for the use of or actions taken or omitted based on the AppOne Solution, and all penalties or interest assessed in connection therewith.

(9) RESTRICTIONS ON USE OF APPONE SOLUTION. Except as otherwise specifically provided, Customer may not:

- a. copy, reproduce, or store in paper, electronic, or other media the AppOne Solution except that Customer may make a reasonable number of copies of documents produced by or with the AppOne Solution that have been properly filled out and executed for archival purposes or for providing to consumers and lenders;
- b. modify the AppOne Solution;
- c. create any derivative works from the AppOne Solution;
- d. re-sell, lease, rent, lend, or sublicense the AppOne Solution;
- e. provide for-fee training or consulting services to third parties;
- f. provide for-fee document preparation services to third parties;
- g. make the AppOne Solution publicly available through a web site or other means;
- h. display or allow access to or use of the AppOne Solution by persons or at facilities other than those authorized under this Agreement;
- i. use the AppOne Solution in a way that would violate a law or regulation or contrary to its described or intended use;
- j. send or otherwise make available any inappropriate content, including profane, defamatory, obscene, abusive, racist, indecent, or unlawful content;
- k. defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of publicity or privacy) of others;
- l. send or store material containing software viruses or other malware;
- m. impersonate any person or entity or make any false statements regarding any person, agency, or affiliation with any entity or create a false identity;
- n. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the AppOne Solution;
- o. copy, reverse engineer, modify, duplicate, disassemble, de-compile, reverse assemble, or otherwise attempt to create or discover, by any means, any aspects of the AppOne Solution, including, for example, but not limited to, source code, screen prints, user interface, user output, reports, report format, report content, reflexes, behaviors, internal logic, edits, data field content, integration to other programs, overall design or object code;
- p. interfere with or disrupt the AppOne Solution or servers or networks connected to the AppOne Solution, or disobey any requirements, procedures, policies, or regulations of networks connected to the AppOne Solution;

- q. separate the AppOne Solution's component parts for use on more than one device;
 - r. directly, or indirectly, remove or obscure any proprietary copyright notice placed upon or embedded in the AppOne Solution; or
 - s. use of the AppOne Solution in any manner that violates the law.
- (10) **INTELLECTUAL PROPERTY NOTICES AND TRADEMARKS.** AppOne exclusively owns all right, title, and interest in and to the AppOne Solution. Customer acknowledges AppOne's interests in the AppOne Solution and agrees: (i) it has no title to or ownership of the AppOne Solution (including any copyright, trademark, trade secret, patent, or other proprietary rights in them), (ii) it will not take or permit any action to be taken, which would compromise or dilute such AppOne interests, and (iii) it will treat the AppOne Solution with the same degree of care and confidence as it treats its own valuable intellectual and proprietary property, but in no case less than reasonable care. Customer will not remove any copyright, patent, or trademark notices or AppOne trademarks from any documentation created by the AppOne Solution in which a notice or trademark is present and will include any such notices and trademarks in any reproductions or modifications of materials permitted by this Agreement. Customer further acknowledges it does not own any document created by or with the AppOne Solution. All right, title, and license in and to said document is owned by AppOne, its licensors, or third party providers.
- (11) **USE OF THIRD PARTY DOCUMENTS.**
- a. *Representations and Warranties.* Customer represents and warrants that it has been granted all appropriate rights and licenses to use any document or form utilized by Customer in its use of the AppOne Solution.
 - b. *Proper Use.* Customer agrees to use documents provided through the AppOne Solution solely for the specific transaction for which each document is intended, and not for any other purpose or transaction. Documents may not be shared, reused, or substituted among third parties, and must remain specific to the original parties and transaction for which they were issued.
 - c. *Third Party Terms.* Customer's use of the AppOne Solution may be governed by third party terms and conditions. Customer agrees that it will abide by any third party terms and conditions and acknowledges that AppOne may terminate its access to the AppOne Solution in the event that Customer's failure to comply with said third party terms and conditions.
- (12) **LIMITATION OF LIABILITY. IN NO EVENT SHALL APPONE BE LIABLE FOR LOSS OF GOODWILL OR PROFITS, LOSS OF SERVICE OR DATA, OR FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNATIVE, OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT, INCLUDING ACCESS RIGHTS, OR SOFTWARE, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR UNDER ANY OTHER THEORY OF LAW. CUSTOMER MAY NOT ASSERT ANY CLAIM AGAINST APPONE MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUED. THE LIMITATIONS OF DAMAGES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE**

BARGAIN BETWEEN APPONE AND CUSTOMER, AND APPONE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS. IN THE EVENT THAT CUSTOMER IS UNSATISFIED WITH THE APPONE SOLUTION, ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE APPONE SOLUTION.

(13) CONFIDENTIALITY.

- a. *Definition.* Customer acknowledges that through access to and use of the AppOne Solution, Customer may receive information that is not known to the general public, including certain intellectual property owned by AppOne or its licensors (collectively, the “Confidential Information”). Confidential Information may not be disclosed to any third-party in any form except as expressly provided herein. Customer agrees that: (a) all Confidential Information shall remain the property of AppOne or its licensors, (b) Customer will use Confidential Information solely as reasonably necessary use the AppOne Solution in a manner consistent with this Agreement, and (c) Customer will protect Confidential Information with the same degree of care it uses with respect to its own confidential information of similar nature, which, in any case, shall not be less than the care a reasonable businessperson would use under similar circumstances.
- b. *Confidentiality Obligations.* Customer agrees to hold as confidential all Confidential Information. All Confidential Information shall remain the property of AppOne. Upon written request by AppOne or termination of this Agreement, Confidential Information will be returned to the AppOne or destroyed. Customer may only use Confidential Information in accordance with this Agreement. If Customer is required by law to disclose Confidential Information, Customer agrees to give AppOne prompt written notice so that AppOne may seek a protective order. The provisions of this Section survive any termination or expiration of this Agreement.

- (14) GOVERNING LAW, DISPUTE RESOLUTION. This Agreement will be governed by the substantive laws of the State of Texas, without reference to provisions relating to conflict of laws. The parties mutually agree that any and all claims, disputes, or controversies arising out of or relating to this Agreement will be submitted to mandatory arbitration in accordance with the commercial rules of the American Arbitration Association (“AAA”). All arbitrators shall be attorneys and shall swear an oath of neutrality. After the arbitration proceeding has been completed, either party may seek enforcement of the award in accordance with the Federal Arbitration Act. Aside from filing or other fees required to initiate the arbitration, all fees of arbitration will be split evenly between the parties unless an award is made by the arbitrators as otherwise allowed by this Agreement. The arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of the dispute between the parties. If a party does not pay its respective share of arbitration fees, then all claims (including counterclaims) of the non-paying party shall be dismissed by the arbitrators or AAA, and the non-paying party shall not be allowed to bring any further claims in the arbitration for affirmative relief. The non-paying party may still participate in the arbitration to defend claims

brought against it. No claims or disputes between the parties may be resolved by class action or class arbitration. The parties agree that any arbitration proceeding will take place in Houston, Texas, unless otherwise agreed in writing by the parties. Customer agrees to reimburse AppOne for any and all expenses, including reasonable attorneys' fees, that AppOne may incur in undertaking the remedies provided for by this Agreement, and in the enforcement of this Agreement.

- (15) NOTICES. Any written notice required or permitted to be given hereunder shall be given by (a) first class, postage prepaid; (b) registered or certified mail, return receipt requested; or (c) nationally recognized courier service to the other party. All such notices shall be effective upon receipt or refusal to receive. All notices to AppOne shall be sent to AppOne, Inc., One Reynolds Way, Dayton, Ohio 45430. All notices to Customer shall be sent to the address provided by Customer during its registration with AppOne.
- (16) EQUITABLE RELIEF. Customer acknowledges that monetary damages are not an adequate remedy for Customer's breach of this Agreement; accordingly, AppOne shall have the right to obtain equitable relief, without bond or security, in addition to any other rights to obtain damages and other legal remedies.
- (17) SURVIVAL. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.
- (18) INDEPENDENT CONTRACTORS. Customer and AppOne expressly agree they are acting as independent contractors only, and specifically not as fiduciaries, partners, franchisees, or joint venturers, and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose.
- (19) GOVERNMENT USE. The AppOne Solution and related documentation are deemed to be "commercial items," "commercial computer software", and "commercial computer software documentation" as set forth in the Federal acquisition regulations at 48 CFR §§2.101 and 227.7202 with RESTRICTED RIGHTS. Any use, modification, reproduction, release, performance, display, or disclosure of the AppOne Solution and related documentation by the United States government is subject to restrictions as set forth in subpar. (c)(1) and (2) of the Commercial Computer Software – Restricted Rights Clause at 48 CFR 52.227-19 and otherwise shall be governed solely by the terms of this Agreement.
- (20) GENERAL. Each party acknowledges that it has not entered into this Agreement in reliance upon any representation made by the other party not embodied in this Agreement. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect. Neither party shall be responsible for delays or failures in performance resulting from acts reasonably beyond the control of that party. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature. This Agreement constitutes the entire agreement between the parties as to

the subject matter hereof and supersedes all previous agreements with respect thereto. AppOne may update the terms of this Agreement without notice to Customer at any time. Said changes will become effective when posted at home.appone.net/terms-of-service. Customer represents and warrants that it will not violate any law in its use of the AppOne Solution. This Agreement is binding upon the parties and their respective successors and permitted assigns. Customer may not assign this Agreement without the prior written consent of AppOne. AppOne may assign this Agreement without consent from Customer.