

CREDIT SERVICES AGREEMENT (this "Agreement"), dated as of June 1, 2024 ("Effective Date"), among MS FACILITIES 2020 LLC, a Delaware limited liability company (the "Company" or the "LLC"), the FEDERAL RESERVE BANK OF BOSTON ("FRBB"), as managing member of the LLC (the "Managing Member") and PWC US CONSULTING LLP ("PwC"), a corporation, in its capacity as credit monitor (in such capacity, together with its successors in such capacity, the "Credit Servicer").

W I T N E S S E T H :

WHEREAS, the LLC entered into (i) that certain Credit Agreement, dated as of May 29, 2020 (the "Credit Agreement"), between the LLC, as Borrower, and FRBB, as Lender, (ii) that certain Security Agreement, dated as of May 29, 2020 (the "Security Agreement") between the LLC, as Borrower, and FRBB, as Secured Party, and (iii) each of the Custodian Agreement and Administration Agreement, each dated as of June 1, 2020 (the "Custodian Agreement" and "Administration Agreement"), pursuant to which State Street Bank ("State Street") has acted as custodian with respect to LLC's property (State Street in such capacity, the "Custodian") and administrator with respect to certain reports provided from time to time under the Credit Agreement (State Street in such capacity the "Administrator");

WHEREAS, MS Facilities 2020 LLC, formerly known as MS Facilities LLC, has entered into Master Participation Agreements from time to time with originating eligible lenders ("Eligible Lenders") under which the Company acquired eligible participation interests through the Main Street New Loan Facility ("MSNLF"), the Main Street Priority Loan Facility ("MSPLF") and the Main Street Expanded Loan Facility (the "MSELF" and the MSNLF, MSPLF and MSELF together the "Main Street Facilities");

WHEREAS, the Managing Member and Guidehouse Inc. ("Guidehouse") entered into an agreement dated as of June 14, 2020 (the "Original Credit Administration Agreement") to provide services with respect to the loan participation purchasing and administration and other activities from time to time by the Company in connection with the Main Street Facilities (Guidehouse in such capacity, the "Credit Administrator") under which PricewaterhouseCoopers LLP and its affiliates ("PwC LLP") were approved subcontractors;

WHEREAS, the Managing Member and Guidehouse have agreed to remove PwC LLP as subcontractor to the Original Credit Administration Agreement and have entered into an Amended and Restated Credit Administrator Services Agreement effective as of June 1, 2024 (the "New Credit Administration Agreement");

WHEREAS, the Managing Member desires to have the Credit Servicer provide Services as specified below with respect to credit monitoring, risks and controls, and technology services and other activities from time to time by the Company in connection with the Main Street Facilities;

WHEREAS, the Credit Servicer is willing to furnish Services directly on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

Section 1.      DEFINITIONS.

1.1.      Credit Agreement Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement, as applicable, and used herein (including terms used in the preamble and the recitals hereto) shall have the meanings given to them in the Credit Agreement or in the Security Agreement, as applicable.

## 1.2. Additional Definitions

“Authorized User” means any of the Company, the Managing Member, the Eligible Lenders, Custodian, Administrator, other Federal Reserve Entities, the U.S. Department of the Treasury, or any other Governmental Body or other third party which accesses the Technology Platform in connection with the provision of the Services hereunder and accepts the Terms of Use thereunder, and, in each case of the foregoing, including (i) its subsidiaries, (ii) its officers, directors, agents and employees, solely acting in such capacity and (iii) third party professional advisors (including, without limitation, their respective accountants, auditors, attorneys, financial and other advisors) which are acting solely for such entity’s benefit and on such entity’s behalf in connection with the MSLP and any related purposes, policies or requirements applicable to such entity.

“Board” means the Board of Governors of the Federal Reserve Bank System.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act of 2020.

“Company Data” means any information or data provided by or on behalf of an Authorized User to Credit Servicer or its subcontractors through the use of the Technology Platform or otherwise in connection with the Services, and any information or data developed or generated in connection with the Services, other than Credit Servicer Materials.

“Credit Servicer Fee Letter” means the fee letter dated on or about the date hereof between the Company and the Credit Servicer.

“Deliverables” means the reports, data compilations, files, summaries, recommendations and other materials delivered by the Credit Servicer to the Company and/or the Managing Member in the performance of Services hereunder, other than Credit Servicer Materials and Background Technology.

“Federal Reserve Entities” means the Board and the Federal Reserve Banks.

“Governmental Authorization” any consent, license, qualification, certificate, franchise, confirmation, registration, clearance, order or permit issued, granted, given or otherwise made available by or under the authority of, or any required notification to, any Governmental Body.

“Governmental Body” means any international, federal, state, local, municipal, foreign or other governmental or quasi-governmental authority or self-regulatory organization of any nature of competent authority (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers) or exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, enforcement, regulatory or taxing authority or power.

“Intellectual Property” means any or all of the following: (a) patents and applications therefor; (b) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, and documentation relating to any of the foregoing; (c) copyrights, mask works and registrations and applications relating to any of the foregoing, and other rights corresponding thereto; (d) computer software, including source code, object code, firmware, development tools and files; (e) industrial designs and any registrations and applications therefor; (f) trademarks; and (g) databases and data collections and rights therein.

“Key Personnel” means, in relation to any Service, personnel specifically identified in Schedule A1 or a related Service Annex as key personnel for such Service.

“Legal Requirement” means any laws, statutes, treaties, rules, regulations, ordinances, judgments, decrees, principles of common law, codes, orders and other pronouncements having the effect of law of any Governmental Body, including all Governmental Authorizations, in each case as in effect from time to time during the term hereof.

“MSLP” or “Main Street Lending Program” means the purchase and financing program contemplated by the Main Street Facilities collectively.

“Responsible Officer” means (i) with respect to the Company, the Managing Member and any other person authorized to act on behalf of the Borrower pursuant to the LLC Agreement, (ii) with respect to the Managing Member, any officer authorized to act on behalf of the Managing Member with respect to the transactions and agreements contemplated by this Agreement, (iii) with respect to the Credit Servicer, any partner of the Credit Servicer with direct responsibility for the Services contemplated by this Agreement and the other Operative Documents and the Collateral and (iv) with respect to any other person, its Chairman of the Board, its Chief Executive Officer, its President, any Executive Vice President, Senior Vice President, the Chief Financial Officer, any Vice President, the Treasurer or any other employee (A) that has the power to take or delegate the taking of the action in question and has been so authorized, directly or indirectly, by the board of directors or other governing body of such person, (B) working under the direct supervision or the delegated authority of any such Chairman of the Board, Chief Executive Officer, President, Executive Vice President, Senior Vice President, Chief Financial Officer, Vice President or Treasurer or (C) whose responsibilities include the administration of the transactions and agreements contemplated by this Agreement and the Operative Documents and the Collateral.

“Service Coordinator” means any Responsible Officer designated as such by the Managing Member in writing to the Credit Servicer, as such designation may be updated from time to time.

“Service Level Agreement” means each of (i) with respect to all relevant Services hereunder, the General Service Level Agreements attached as Schedule A2 and (ii) with respect to any particular Service, any agreement specified as a Service Level Agreement in the relevant Service Annex or otherwise specified as the level of frequency, volume, system capabilities and similar matters for that particular Service.

“Technology Platform” means the technology platform, portal and tools used by the Credit Servicer to directly support and execute the performance of the Services hereunder, including but not limited to Background Technology, the Credit Servicer Materials, Custom Works, and any configurations and customizations of each of the foregoing for the purpose of the performance of the Services hereunder.

“Terms of Use” means the terms of access or use imposed by third parties who own or otherwise control Background Technology included in the Technology Platform as a necessary condition to the use of or access to such Background Technology included in the Technology Platform.

“U.S. Treasury” means the United States Department of the Treasury.

### 1.3 Other Definitional Provisions.

(a) As used herein, and any certificate or other document made or delivered pursuant hereto or thereto, (1) accounting terms shall have the respective meanings given to them under GAAP, (2) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (3) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (4) the words “asset” and “property” shall be construed to have



the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (5) references to agreements or other contractual obligations shall, unless otherwise specified, be deemed to refer to such agreements or contractual obligations as amended, supplemented, restated or otherwise modified from time to time, or any successor or replacement agreement which may be entered into from time to time.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(d) All references to times herein shall be to Eastern Standard Time.

(e) All actions by the Managing Member under this Agreement will be on behalf of the LLC unless specified to be actions on behalf of the FRBB in another capacity.

## Section 2. DUTIES AND SERVICES OF THE CREDIT SERVICER.

### 2.1. General Duties and Services of the Credit Servicers.

(a) The Credit Servicer shall perform each set of services (each a “Service”) described in an annex contained under Schedule A1 hereto (a “Service Annex”), which Service Annex may be updated or amended from time to time by mutual written agreement of the parties. The provision of such Services shall be subject to the terms and conditions of this Agreement. The Credit Servicer shall provide such office facilities and the personnel reasonably required to perform the Services contemplated herein in accordance with the Service Standard defined below.

(b) Additional Services may be requested by written amendment to this Agreement, or by a written change order signed by the Company and the Credit Servicer which references this Section 2.1(b), and will be subject to additional terms and conditions as set forth therein. Following any agreement and agreement upon any associated pricing changes, the Company and the Credit Servicer shall add a new Service Annex or update the relevant Service Annex accordingly.

(c) If the Credit Servicer wishes to change the format or details of the Services it provides or the Technology Platform underpinning the Services provided by it in any material respect, the Credit Servicer will either (A) reasonably demonstrate that there would be no change to the relevant Service Level Agreement or Service Standard or (B) obtain the consent of the Company to the change prior to implementation (which consent shall not be unreasonably withheld), and in each case (1) will engage with the Company and Managing Member to test that there is no disruption to the Technology Platform or the Services and (2) will provide appropriate documentation and Technology Platform review capabilities relating to such change. Company acknowledges that the Technology Platform includes Background Technology and Credit Servicer Materials which in their normal course undergo technical upgrades and changes outside the control of the Credit Servicer; provided that the Credit Servicer shall be responsible for exercising such rights and remedies as may be available to it in the context of such third party products, and to take such other commercially reasonable measures as may be available to it, to ensure that any such upgrades and changes do not adversely affect or disrupt the Services provided hereunder.



(d) The Credit Servicer shall use commercially reasonable efforts to render each Service in accordance with the timetable, delivery schedules and/or milestones as may be set out in the relevant Service Annex. The Credit Servicer shall notify the Company promptly of any anticipated delivery of a Service that will extend materially beyond the timetable set forth in the relevant Service Annex.

(e) The Company and the Managing Member are responsible for all management functions and decisions relating to the Services, including without limitation, designating a competent Responsible Officer to oversee the Services, evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs, including whether the Services are consistent with the terms and conditions of this Agreement and the applicable Services Annex. The Company and the Managing Member also are responsible for the results achieved from using the Services. Company and Managing Member will provide reasonable assistance and accurate and complete information on a timely basis. It is the Company and the Managing Member's responsibility to establish and maintain their own internal controls. Each of Company and the Managing Member represents and warrants that it has and will maintain the requisite rights, licenses, consents and permissions to collect, access, use and disclose, and to permit Credit Servicer, its Subcontractors and Administrative Contractors to access, use and disclose, all information, materials (including emails), provided or otherwise made available to Credit Servicer, its Subcontractors and Administrative Contractors in connection with the Services and this Agreement.

(f) Services will be provided by employees and any approved Subcontractors located in the United States. Core functions related to data storage, backup and recovery of the Technology Platform underlying the Services will be hosted in the United States. Except for Administrative Purposes (as defined in Section 7.1), where access to Company Data is incidental to such purpose and protected by confidentiality obligations at least as restrictive as those defined in this Agreement, all Company Data that is stored, processed, or transmitted through the Technology Platform shall remain stored, processed, or transmitted in the United States. Without limiting the generality of the foregoing, development of Credit Servicer Materials may occur outside of the United States provided that, such activities are otherwise conducted in accordance with the terms of the Agreement.

## 2.2. Service Standard.

(a) The Credit Servicer will perform the Services (1) with a level of technical skill, care, diligence (x) meeting the generally recognized standards of the Credit Servicer's profession, such as the AICPA's Standards for Consulting Services where applicable and (y) at least equal to (i) the prevailing industry standard among providers of similar services and (ii) the standards applied by the Credit Servicer in providing comparable services to other persons and, (2) in accordance with (x) the Service Level Agreements set forth in the Service Annexes, including Schedule A2, as those requirements may be amended, modified, reduced, or added in accordance with the terms hereof and (y) all other requirements of the relevant Service Annex(es) and other material requirements of this Agreement (collectively, the "Service Standard").

(b) The Credit Servicer will not be required to provide the Company or the Managing Member with legal advice or make any representations regarding questions of legal interpretation in connection with any Services. Changes in the law and/or its interpretation may take place before Credit Servicer's advice is acted upon or may be retrospective in effect; Credit Servicer accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

### 2.3. Personnel.

(a) In addition to any Key Personnel, the Credit Servicer shall provide and make available to the Company and the Managing Member such personnel as are reasonably necessary to perform the Services in accordance with the Service Standard. The Credit Servicer shall assign only qualified, experienced personnel to perform the Services. All engagement team members of the Credit Servicer providing Services shall comply with the Managing Member's rules, policies and procedures provided to the Credit Servicer in writing, including security procedures, which may include background screenings, fingerprinting and drug testing of Credit Servicer employees and agents providing Services, as mutually agreed by the parties in connection with this Agreement. For certain types of work, as determined by the Managing Member in its sole discretion, the Managing Member may request a criminal background check to determine whether any Credit Servicer employee has a criminal record, and/or a consumer report, as defined by the Fair Credit Reporting Act (15 U.S.C. §§.1681, et seq.), a national social security search, work authorization, FBI fingerprinting, Patriot Act/OFAC watch list search, and education and employment history verification and other inquiries to be performed by Credit Servicer consistent with applicable law, depending on the sensitivity of information or systems being accessed by Credit Servicer Personnel. The Credit Servicer will provide the Managing Member confirmation that such Credit Servicer employee has met the requirements of such criminal background check. The Company or the Managing Member may reject any personnel who fail to meet the required results of the Managing Member's security screening. The Credit Servicer shall promptly remove from the Company's account and replace (at no additional expense to the Company) any of its employees or agents at the sole, lawful discretion of the Company for Cause. The Company shall have "Cause" to require removal if the Company reasonably believes that an individual has, through any willful or negligent act or omission, caused damage to property or personal injury to employees or guests of the Company or the Managing Member, breached any confidentiality restrictions, or failed to comply with any security requirements or other Company or Managing Member rules or policies applicable to Credit Servicer Personnel. In addition to complying with the Company's request to remove an individual, the Credit Servicer is to promptly identify and assign a qualified replacement. For the avoidance of doubt, nothing set forth in this Section 2.3 shall require Credit Servicer to violate any law, rule or personnel policy governing its business. The Credit Servicer (or any engagement team member) may decide to opt-out of any background screening requests or protocols required by the Company under this Section 2.3, however, such team member may not, at the Company's sole discretion, be allowed to provide Services to the Company.

(b) Except for reasons beyond the Credit Servicer's reasonable control, including illness, death, or termination of employment without prior notice, the Credit Servicer shall not remove, transfer, or reassign Credit Servicer personnel who are Key Personnel in relation to a particular Service unless it first gives at least thirty (30) calendar days' prior written notice to the Company and Managing Member, where possible, and identifies substitute personnel with appropriate skills and experience to perform the responsibilities of the Key Personnel. If Key Personnel become unavailable without prior notice to the Company or Managing Member for reasons beyond the Credit Servicer's reasonable control, the Credit Servicer shall notify the Company and Managing Member as soon as practicable and identify substitute personnel with appropriate skills and experience to perform the responsibilities of the Key Personnel they are replacing. In either case, the Company shall have the opportunity, at its request, object to the assignment of any individual the Company finds unacceptable for the Services to be performed. The Credit Servicer acknowledges and agrees that the loss of Key Personnel does not excuse the Credit Servicer's performance as described in this Agreement.

#### 2.4. Deliverables Solely for Company and Managing Member.

(a) The Credit Servicer will provide the Services and deliver the Deliverables solely for the Company and the Managing Member's use and benefit for the purposes set forth in this Agreement and particularly for the purposes set forth in Section 2.4(b) and pursuant to a client relationship with the Company and the Managing Member, and not for the benefit of any other parties (but without prejudice to (i) the rights granted to Authorized Users and sublicense rights under Section 2.5 or (ii) the rights of the Company and the Managing Member also to use such Services and Deliverables for the benefit of the Federal Reserve Entities and U.S. Treasury). The Credit Servicer owes no contractual obligations or duty of care to any party other than the Company and the Managing Member and solely with respect to the Credit Servicer's obligations under this Agreement. Subject to the Service Standard, any spreadsheets, electronic materials or software tools that the Credit Servicer provides to the Company and the Managing Member are for the Company and the Managing Member's convenience and are provided as is. The Credit Servicer will not be responsible for results obtained by anyone other than the Credit Servicer from the use of those items.

(b) Notwithstanding the foregoing, (1) the Company and the Managing Member may share Deliverables and other information about the Services provided to it in connection with the MSLP and any related purposes, policies or requirements applicable to the Managing Member, the other Federal Reserve Entities or the U.S. Treasury: (a) its officers, directors and employees, solely acting in such capacity, who have a need to know for the Company and the Managing Member's benefit, (b) the Administrator and the Custodian, other Federal Reserve Entities and the U.S. Treasury, and (c) third party professional advisors (including, without limitation, their respective accountants, auditors, attorneys, financial and other advisors) which are acting solely for Company and the Managing Member's benefit and on Company or the Managing Member's behalf (or for the benefit and on behalf other Federal Reserve Entities or U.S. Treasury, as applicable) and which have a need to know such information in order to provide advice or services to the Company or Managing Member (or other Federal Reserve Entities or U.S. Treasury as applicable) and (2) Authorized Users will have access to and use of the Technology Platform as contemplated by the terms of the relevant Service Annexes and Section 2.5 below. In addition, the Credit Servicer acknowledges and agrees that Deliverables may be incorporated in or required to be included in any reporting or disclosure required to be produced from time to time in connection with the Main Street Facilities pursuant the CARES Act or any reporting, disclosure or audit provisions or requirements that may be applicable to the Company, the Federal Reserve Entities or the U.S. Treasury.

#### 2.5. Intellectual Property

(a) If the receipt of the Services hereunder requires the use by the Company, the Managing Member or the Authorized Users of the Background Technology or the Intellectual Property of the Credit Servicer or its Subcontractors (which use is not otherwise authorized by Section 2.5(e)), then the Credit Servicer, as applicable, hereby grants the Company and the Managing Member, as applicable, the limited, royalty-free, non-exclusive, sublicensable (solely to Authorized Users in connection with the Services and to the extent not otherwise authorized by Section 2.5(e)), non-transferable and royalty-free right to use such Intellectual Property for the sole purpose of, and only to the extent and duration necessary for, the receipt of the Services (including, for the avoidance of doubt, the use of and access to the Technology Platform hereunder), pursuant to the terms and conditions of this Agreement. Without limitation of the foregoing, the Credit Servicer hereby grants the Company and the Managing Member an irrevocable, perpetual, non-transferable, sublicensable, royalty-free, non-exclusive, perpetual license to use any Credit Servicer



Materials embedded in, or otherwise necessary for the exploitation of, any Deliverable but solely in connection with such Deliverable.

(b) If the Deliverables provided hereunder include materials, software or works developed by the Credit Servicer especially for the Company or the Managing Member, in each case as specified as Custom Works in the applicable Service Annex, including but not limited to copyrightable, patentable, or otherwise legally protectable Intellectual Property or data (excluding Credit Servicer Materials and Background Technology, as defined below) ("Custom Works"), then the Credit Servicer agrees that all such Custom Works shall be the sole property of the Company, and Credit Servicer hereby assigns, and promises to take all reasonably necessary steps to effect and perfect the assignment, to the Company of, all worldwide rights that the Credit Servicer may have in all such Custom Works. The Company and the Managing Member will exclusively own the Custom Works, including the exclusive and unlimited right to forever make, have made, use, reconstruct, modify, reproduce, publish, display, distribute, license and sell the Custom Works in whole or in part. The parties agree that, for purposes of copyright protection, any Custom Works are "Works Made For Hire" as defined in Title 17 of the United States Code, as amended, which are specially commissioned by the Company. In the event that any Custom Works are held not to be "Works Made For Hire" as herein defined, the Credit Servicer hereby assigns to the Company all copyrights in such Custom Works. Upon expiration, completion or termination of the Services under this Agreement, Credit Servicer shall provide to Company all tangible embodiments of all Custom Works, including any source code relating thereto. The Credit Servicer, and its Subcontractors, shall retain ownership of all its working papers, pre-existing materials, Intellectual Property, and software, information, know-how, data and other technology, including works of authorship and other creations (including, for purposes of clarity, non-Company-Specific versions of the Custom Works) and ideas, databases, compilations, inventions, developments, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware; in each case of the foregoing, solely to the extent the Credit Servicer created, developed, licensed, discovered or otherwise acquired such items or rights before entering into this Agreement or which the Credit Servicer created, developed, licensed (other than from the Company or the Managing Member), discovered or otherwise acquired independently of or as a result of the Services furnished to the Company hereunder, except for (i) any Custom Works specified in the applicable Service Annex and (ii) any information or data (x) provided by or on behalf of an Authorized User or (y) developed or generated by an Authorized User through use of the Technology Platform (collectively, "Credit Servicer Materials"). This Section shall survive the termination or expiration of this Agreement. Without limiting the rights granted in Deliverables elsewhere in this Agreement, including rights conveyed to Company and Managing Member under Sections 2.4 and 2.5(a) herein, to the extent Deliverables, including materials, software or works are developed by the Credit Servicer especially for the Company (i) as specifically set forth in the "Documented Requirements" or (ii) as otherwise agreed in writing by the Credit Servicer and Managing Member, in each case, approved by the Credit Servicer in writing (the "Documented Materials"), Credit Servicer hereby grants to the Company a non-exclusive, irrevocable, perpetual, sublicensable (solely to the Board of Governors of the Federal Reserve Bank System or the Federal Reserve Banks of New York, Philadelphia, Cleveland, Richmond, Atlanta, Chicago, St. Louis, Minneapolis, Kansas City, Dallas or San Francisco and/or the United State Department of Treasury, collectively the "Permitted Sublicensees"), royalty free right and license to use or otherwise exploit any Intellectual Property Rights in and to such Documented Materials solely for purposes of (a) Company's and the Permitted Sublicensees' business purposes; provided, however, that any use of the Documented Materials other than internal use by the Company or the Permitted Sublicensees shall be subject to

the prior written approval of partner of the Credit Servicer and (b) Credit Servicer's fulfillment of its obligations to the Company, in each case subject to Company's obligations with respect to Credit Servicer's Confidential Information and excluding, for clarity, the Credit Servicer Materials. For the avoidance of doubt, the Credit Servicer makes no warranty to the Permitted Sublicensees regarding the Documented Materials, or to the Company regarding the use of the Documented Materials by the Permitted Sublicensees. Under no circumstances shall Documented Materials include materials licensed from a third party by the Credit Servicer.

(c) As between the Parties, Company and the Managing Member exclusively own all right, title and interest in all Company Data, including, without limitation, all common law, statutory and other copyrights, trademarks, trade secret rights and other Intellectual Property in any jurisdiction, subject to Credit Servicer's non-exclusive right to use, process and store the Company Data solely in connection with Credit Servicer providing Services to Company under performance of, and solely during the term of, this Agreement. Upon expiration, completion or termination of the Services under this Agreement, Credit Servicer shall return or destroy all Company Data in its possession or control, subject to any ability to retain such data as set forth in Section 6.2.

(d) Credit Servicer may provide, license, or otherwise make available as part of the Services certain third party materials that are not Deliverables, including spreadsheets and hosted web-based data analytics, internet, cloud, visualization or other tools or software used to provide the Services or deliver the Deliverables, such as Salesforce technology, an Azure-based analytics platform (Insights), Amazon Web Services (AWS) technology and DocuSign technology (such third-party materials, collectively, the "Background Technology"). If Background Technology is provided or otherwise made available as part of the Services, Credit Servicer hereby grants to the Company and the Managing Member a non-exclusive, royalty-free, non-transferable license, or sublicense, as applicable, to use Background Technology in accordance with Credit Servicer's instructions and sublicense such right to Authorized Users, solely in connection with and during the term of Credit Servicer's performance of the Services under this Agreement and to the extent such use is not otherwise authorized by Section 2.5(e). Other than the indemnification set forth in Section 5.4 and any specific service levels set forth in the Services Annexes, including the General Service Level Agreement set forth therein, and other relevant requirements under this Agreement, (i) Credit Servicer does not represent or warrant that Background Technology or any content therein will be uninterrupted or error free or that it will provide useful, accurate or specific information or results; and (ii) Credit Servicer may make non-material changes to the functionality of Background Technology but solely in a manner that will not degrade such functionality. Credit Servicer may only suspend or discontinue access to, all or any portion of Background Technology to the extent reasonably necessary to respond to and remediate an emergency. Background Technology, to the extent constituting confidential information which is not the Confidential Information of another party as set forth in Section 6.2, are Credit Servicer's Confidential Information. Background Technology are not intended to be Company's permanent records and, unless otherwise agreed in writing, access to Background Technology and such information terminates upon expiration, completion or termination of the Services under this Agreement plus any period of transition services, provided, however, that the Company will receive upon such expiration or termination an extract of any Company Data or other data generated from the use of Credit Servicer Materials in the course of the Services. Credit Servicer will make data and records that are directly connected with the provision of the Services available to Company via the Technology Platform.

(e) Credit Servicer shall be deemed to have granted to each Authorized User in connection with its acknowledgement of the Terms of Use a limited, non-exclusive, royalty-free, non-transferrable right to access, use and display the Technology Platform, solely in connection with the Services under this Agreement subject to such Authorized Users acknowledging and

accepting the Terms of Use. Authorized Users are only authorized to use and access the Background Technology included in the Technology Platform in accordance with any Terms of Use provided by the Company in writing, provided that the Terms of Use do not interfere with the access to and use of the Technology Platform as contemplated in this Agreement and that, in the event of a conflict between the Terms of Use and this Agreement, the terms of this Agreement shall prevail.

(f) Company is responsible and liable for all access to Background Technology by Authorized Users, and for such Authorized Users' compliance with the Terms of Use. Company will defend, indemnify and hold harmless the Credit Servicer from and against any and all Losses to the extent arising out of or based on any allegation by a third party that the use of the Technology Platform by the Authorized Users is in violation of the Terms of Use or the terms of the licenses granted under this Section 2.5, as applicable, other than Losses to the extent resulting from Credit Servicer's employees, agents or subcontractors, or to the extent that Credit Servicer is required to indemnify the Company or Managing Member with respect to such Losses under Section 5.4.

2.6. Third Party Consents. To the extent that the provision of any Services by the Credit Servicer under this Agreement requires any third party consents, licenses, rights, approvals or permissions from time to time (the "Third Party Consents"), the Credit Servicer shall be responsible for obtaining such Third Party Consents. If the Credit Servicer is unable for reasons outside its control to obtain a requisite Third Party Consent and is therefore unable to provide a related Service or component thereof, the Credit Servicer shall not be released from its obligations in respect of such Service but shall use its commercially reasonable efforts to provide an alternative arrangement reasonably acceptable to the Company that is an equivalent or substitute Service.

## 2.7. Legal Requirements

(a) The Credit Servicer shall take such actions (or forbear from taking such actions) as may be reasonably required to comply in all material respects with all applicable Legal Requirements with respect to the Services provided pursuant to this Agreement. In the event that the Credit Servicer learns of a failure to comply with Legal Requirements with respect to its provision of the Services or the performance by it of any of its obligations hereunder, the Credit Servicer shall, as promptly as reasonably practicable, advise the Company and the Managing Member of such failure to comply and of any measures the Credit Servicer is taking to remedy the same (if permitted to do so under applicable Legal Requirements), and the Credit Servicer shall continue to use commercially reasonable efforts to remedy such failure to comply until reasonably remedied.

(b) The Credit Servicer shall maintain during the term of the Agreement any authorization, license, or permit required by any law to perform the Services under this Agreement. The Credit Servicer shall notify the Company promptly in writing in the event or likelihood of termination of any such authorization, license or permit.

(c) The Credit Servicer shall not charge the Company for any federal, state, or local taxes, from which the Managing Member, as a Federal Reserve Bank, is exempt.

## 2.8. Certain Reports.

(a) In addition to the reports described in the Service Annexes, the Company may request at any time that the Credit Servicer submit a written report which describes the progress, status of, pricing information, and other matters pertaining to the Services rendered by it, at no cost



to the Company. Such report shall be furnished within five (5) Business Days after the request. The Credit Servicer also shall prepare and submit such additional report or document of its performance and its progress as the Company reasonably may request from time to time.

(b) The Credit Servicer shall report promptly to the LLC and the Managing Member (endeavoring to do so within 24 hours but in no case later than 48 hours) after discovery of the occurrence of any Risk Event, including a description of the Credit Servicer's plan to address the Risk Event to avoid or mitigate any adverse consequences to the LLC or the Managing Member (provided that such notice obligation is limited or excused for such period of time as the Credit Servicer is prohibited by law, rule, regulation, or other governmental authority from notifying the LLC or the Managing Member) for the Managing Member's review and approval of such remediation plan. The Credit Servicer shall proceed diligently to implement such avoidance or mitigation plan, report its progress periodically to the LLC and the Managing Member and notify the LLC and the Managing Member of the completion of planned remediation.

For purposes of this paragraph, a "Risk Event" is any of the following:

(i) the Credit Servicer knows of any material unauthorized use or disclosure of LLC or Managing Member Confidential Information (as defined in Section 6.2(a)) or any security breach or other incident that materially compromised the security or integrity of the Confidential Information;

(ii) the Credit Servicer becomes aware of any breaches of security or unauthorized access to the Technology Platform or to Confidential Information;

(iii) any Incident defined in Schedule C; or

(iv) any other event that occurs in the Credit Servicer's operations, related directly to the performance of Services under this Agreement, where in the case of this clause (iv) the Credit Servicer does actually know or reasonably should know that the relevant event could result in material harm to the reputation or operations of, risk of financial loss to, or risk of legal liability for any of the LLC, the Managing Member, the Board or another Federal Reserve Bank, or the U.S. Treasury (events underlying Risk Events under this clause (iv) may include, without limitation (but subject to the immediately preceding limitations), (i) unplanned and non-routine events in the Credit Servicer's operations, (ii) external events that affect the Credit Servicer's business processes or controls, including security breaches, human errors or technological failures or disruptions to the Credit Servicer's operations, and (iii) misconduct by the Credit Servicer's officers, directors, employees, or contractors assigned to provide services under this Agreement).

## 2.9. Coordinators and Representatives.

(a) The Credit Servicer shall report to and be directed by the Company's or the Managing Member's Service Coordinator, or his/her authorized designee, as indicated in this Agreement or the relevant Service Annex in relation to any specific Service. The Credit Servicer shall attend periodic meetings as may be requested by the Company or the Managing Member, and shall include any Key Personnel reasonably requested by the Managing Member to be in attendance at such meetings.

(b) All directions and notices from the Managing Member or its designee to the Credit Servicer shall be in writing and signed by a Responsible Officer of the Managing Member or its designee or as otherwise agreed to by the parties to this Agreement in the operating procedures. The Credit Servicer shall receive an incumbency certificate setting forth each of the Responsible

Officers for the Managing Member or its designee entitled to direct the Credit Servicer, and the Credit Servicer shall be entitled to conclusively rely, and be protected in so relying, upon any such direction. The Credit Servicer shall be entitled to conclusively rely on the last incumbency certificate received by it until it receives a new incumbency certificate from the Managing Member or its designee from any such Responsible Officer. The Credit Servicer hereby acknowledges receipt of such incumbency certificate from the Managing Member on the date hereof.

2.10. Service Warranty Provisions.

(a) The Credit Servicer warrants and covenants that the Services and Technology Platform provided under this Agreement will meet the Service Standard. The foregoing warranties survive delivery and are applicable during the term of the Agreement and are not waived by the Company's acceptance of or payment for the Services and Technology Platform. Upon written notice from Company or the Managing Member of a failure of any Service to conform to the foregoing warranty, the Credit Servicer shall promptly correct or otherwise cure the relevant error or deficiency at its own expense and conform such Service to the terms and conditions of this Agreement.

(b) Remedies available to the Company and the Managing Member under the Agreement are cumulative, and the Company and the Managing Member may assert any available remedy available at law, subject however to Section 5.6.

2.11. Maintenance of Books and Records; Inspection.

(a) Except as otherwise directed by the Managing Member, the Credit Servicer shall maintain records in accordance with the terms of this Agreement concerning this Agreement and the Services described in the Service Annexes (but without duplication of records maintained by the Administrator under the Administration Agreement) and make accessible as agreed to in this Agreement all such information, materials and records in whatever format in the Technology Platform which it has or which come into its possession related to the performance of the Services provided under this Agreement ("Records"); provided that "Records" shall exclude the Credit Servicer's and its Subcontractor's log files and similar highly sensitive security documents in each case to the extent not related to the Technology Platform), in each case to the extent consistent with the Credit Servicer's internal records maintenance and records retention policy; provided that prior to any destruction of any Records by the Credit Servicer in accordance with such policy, the Credit Servicer shall notify the Managing Member and provide the Managing Member with an opportunity to take possession of such Records from the Credit Servicer. Upon the termination of this Agreement or its Services performed hereunder, upon the request of the Managing Member, the Credit Servicer and the Managing Member shall, in good faith, agree on the timing and mechanism for transferring all Records to, or as directed by, the Managing Member. In transferring such Records, the Credit Servicer shall provide an Certificate executed by a partner of Credit Servicer certifying(a) as to whether it has kept and retained the Records in accordance with the requirements set forth herein and (b) that the Records being transferred represent all of the Records that have not been previously delivered or destroyed in compliance with this Section 2.11. Notwithstanding the foregoing, the Credit Servicer may make and retain archive copies of Records to satisfy existing internal audit, professional standards, compliance requirements, or as required by applicable law or regulation, utilizing the same security safeguards described herein provided that any Records that it is retaining are maintained in accordance with Credit Servicer's confidentiality obligations under this Agreement.

(b) In addition to the Records, the Credit Servicer shall maintain books and records that materially relate to the Credit Servicer's performance of its obligations under the Agreement and its operations and controls materially related to its performance of the Agreement, including documents and materials that support the books and records and the Credit Servicer's policies and procedures directly relating to the Technology Platform and/or Credit Servicer's use or operation of the Technology Platform (collectively, "Records of Operations").

(c) Upon reasonable prior notice from the Managing Member to the extent arising from a request to audit the Records as permitted under this Agreement, the Credit Servicer agrees to afford the Managing Member, the Administrator, the Custodian, the Lender, the Board, the U.S. Treasury and other governmental oversight entities and their respective authorized agents (including, but not limited to, external auditors that are not competitors of Credit Servicer (e.g., not Deloitte, E&Y, KPMG, Accenture, Protiviti, Grant Thornton or BDO, or any of their respective affiliates or subsidiaries), subject to applicable law, regulations and professional standards) (each, an "Inspecting Party") reasonable access during normal business hours to audit the Records and Records of Operations of the Credit Servicer and to cause its personnel to be reasonably available to assist in any such examinations of Records and Records of Operations to the applicable policies and procedures. Such examinations will be conducted in a manner that does not unreasonably interfere with the normal operations or employee relations of the Credit Servicer and shall not entitle the Inspecting Party to view or access records and/or processes that are: (i) not related to the Records processed by Credit Servicer; (ii) not related to the Services provided to Managing Member; (iii) in violation of applicable law. With regard to requests for access to the Records and Records of Operation by other parties, including, the Administrator, the Custodian, the Lender, the Board, the U.S. Treasury and other governmental oversight committees, the Credit Servicer agrees to work with the Managing Member to determine which means of obtaining information from the Records and Records of Operations, including access where determined appropriate, is most efficient and effective relative to the request made.

(d) Such audits of the Records and Records of Operations will be conducted at the Credit Servicer's office or place of business during normal business hours and the Credit Servicer will provide appropriate workspace to the Inspecting Party for review of the Credit Servicer's Records and Records of Operations. In the event that the Credit Servicer's office or place of business is not available, the Credit Servicer will make the Records available for audit at the Inspecting Party's location at a time which is convenient for both parties. Audits will be conducted at the Company's expense, and the Credit Servicer will allow the Company and Managing Member to make all necessary copies subject to any confidentiality restrictions. The Credit Servicer will provide reasonable assistance as set forth in this Section 2.11 at no extra charge. The Administrator, the Custodian and the Lender may audit the Records and Records of Operations in accordance with the terms of this Section only after executing an access letter in the form attached as Schedule E or such other form as may be reasonably agreed between the Company and the Credit Servicer.

(e) In addition, at the request of the Managing Member, the Credit Servicer will meet with one or more of the Managing Member's directors or designated staff at a mutually agreeable time and place to discuss matters that fall within the scope of this engagement. The Credit Servicer will make any relevant Key Personnel available in connection with meetings.

(f) The Credit Servicer shall maintain the Records and Records of Operations for the duration of this Agreement, including any renewals thereof. Records shall be transferred to the Managing Member in accordance with section 2.11(a). Any Records retained by the Credit Servicer beyond the expiration or termination of the Agreement shall be notified to the Managing Member



as required in Section 2.11(a). Subject to Section 2.11(a), in no event will such Records be retained by the Credit Servicer beyond one (1) year from the expiration or termination of the Agreement.

(g) The results of any audit conducted pursuant to this Section 2.11, including any copies of Records and Records of Operations, may be shared with any officer, director, employee or third party professional advisor (subject to applicable law, regulations and professional standards) of the Inspecting Parties granted such rights in accordance with this Section, to include the Federal Reserve Banks and the Board who have a legitimate need to know acting in such capacity (but subject to the last sentence of Section 2.11(c)).

(h) The provisions of this Section 2.11 shall survive the termination of this Agreement until the Records have been transferred as provided herein or the period for review and audit set forth in clause (f) herein expires.

(i) The Credit Servicer will be responsible for causing Records and Records of Operations and relevant Key Personnel and other personnel of Subcontractors performing Services to be made available to comply with this Section 2.11.

(j) The Company and the Managing Member shall work with the Credit Servicer, and with other Inspecting Parties granted rights in accordance with this Section, to ensure that the number, frequency, timing and scope of audits and inspections requested under this Agreement will be reasonably designed to prevent or minimize any potential impairment or disruption of the Credit Servicer's and its Subcontractors' operations, distraction of its personnel or breaches of security or confidentiality.

(k) Intentionally omitted.

## 2.12. Credit Servicer Status.

(a) For all purposes of this Agreement, the Credit Servicer shall be an independent contractor. Unless expressly authorized by the Managing Member, expressly provided in the Service Annex in relation to any Service, or otherwise expressly authorized hereunder (including Section 2.18) or under any other Operative Document, the Credit Servicer shall have no authority to act for or represent the LLC, the Managing Member or the Administrator in any way and shall not otherwise be deemed an agent of the LLC, the Managing Member or the Administrator or be deemed to assume the obligations of the LLC, the Managing Member or the Administrator under any Operative Document.

(b) Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between either the Company or the Managing Member, on the one hand, and either the Credit Servicer or any employee or agent of the Credit Servicer on the other. The Credit Servicer assumes full responsibility for its acts and for the acts of its employees and agents performing Services. The Credit Servicer is required by applicable law to make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and SDI payments for the Credit Servicer and any person(s) employed by the Credit Servicer.

(c) Nothing contained in this Agreement (i) shall constitute the Credit Servicer and any of the LLC, the Managing Member or the Administrator as being members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) shall be construed to impose any liability as such on any of them except as expressly set forth herein or (iii)

shall be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the others except as expressly set forth herein.

(d) Subject to the additional terms set forth in Schedule B and to its confidentiality obligations, nothing herein shall prevent the Credit Servicer or any company, joint venture or partnership that is directly or indirectly controlled by Credit Servicer ("Affiliates") from engaging in other businesses or, in their sole discretion, from acting in a similar capacity for any other person even though such person may engage in business activities similar to those of the LLC.

(e) If the Credit Servicer or any subcontractor of the Credit Servicer is requested by the Company or Managing Member or required by government regulation, regulatory agency, subpoena, or other legal process to produce the Credit Servicer's Deliverables, working papers or personnel for testimony or interview with respect to services the Credit Servicer has performed for Company or Managing Member, the Company will reimburse the Credit Servicer for Credit Servicer's and its counsel's expenses and professional time incurred in responding to such a request.

(f) Nothing in this Agreement shall affect any obligation the Credit Servicer may have in any other capacity.

2.13. Acceptance of Services and Deliverables; Cooperation; Service Disputes.

(a) The parties hereby agree that the Credit Servicer shall use its commercially reasonable efforts to deliver the components of the Technology Platform and related Deliverables in accordance with the milestones and deadlines as mutually agreed by the Managing Member and Credit Servicer as described in the Annex and as identified therein as a major release of the Technology Platform ("Major Release"). The acceptability of the Major Release will be based on Company's reasonable determination, to be made within ten (10) business days of receipt (with receipt to be deemed to occur only after completion of any relevant security standards or penetration testing), that the Services delivered through the Major Release meet or will meet the Service Standard (the "Acceptance Criteria"). If the Major Release (or any component thereof) or related Deliverables do not meet the applicable Acceptance Criteria, Company will notify Credit Servicer specifying its reasons in reasonable detail in writing (a "Notice of Non-Acceptance") and Credit Servicer will use its commercially reasonable efforts to conform the Major Release and related Deliverables to the applicable Acceptance Criteria as promptly as is reasonably practicable.

(b) If, after Credit Servicer has attempted to correct the deficiencies in a Notice of Non-Acceptance as set forth above, the Major Release (or component thereof) or related Deliverables still do not meet the Acceptance Criteria in all material respects (as determined by Company within ten (10) business days of receipt), Company may, at its option and without penalty of any kind terminate the applicable Service Annex that corresponds to the non-conforming Deliverable and/or Major Release, and receive a prompt refund of all fees payable to the Credit Servicer reasonably allocable to the portion of the Service Annex so terminated; provided, however, that the Company shall continue to pay the Credit Servicer as set forth in Section 3.1(c).

(c) When the Deliverable and/or Major Release provided to Company for review are determined by Company to meet the applicable Acceptance Criteria, Company will notify Credit Servicer in writing of its acceptance, and Credit Servicer will subsequently provide the Services pursuant and subject to the applicable Service Annex. Confirmation by Company that the Major Release and related Deliverables meet the Acceptance Criteria shall not be unreasonably withheld.

(d) With respect to Deliverables or other deliveries of the components to the Technology Platform (including but not limited to, bug fixes or minor enhancements to Major Releases) not described in subparagraphs (a)-(c) ("Minor Issues"), the Company will use commercially reasonable efforts to notify the Credit Servicer in writing within five Business Days from receipt of a Deliverable of any such Minor Issue. Upon notification of a Minor Issue, the Company and/or the Managing Member will in good faith provide reasonable detail as to the rationale; upon receipt of such notice, the Credit Servicer will have ten Business Days to correct the Minor Issue. A corrected Deliverable will be deemed accepted by the Company after the Company's and the Managing Member's comments have been incorporated and the Deliverable re-submitted.

(e) Acceptance or deemed acceptance of the Technology Platform or any component thereof or any Deliverable as described in subparagraphs (a)-(d) does not limit or prejudice any rights and remedies of the Company under this Agreement if the Services performed through the Technology Platform or other Deliverables shall fail to conform to the Service Standard.

(f) Each of the LLC and the Managing Member, on the one hand, and the Credit Servicer, on the other, shall at all times maintain and notify the other of two senior representatives ("Designated Senior Representatives") who shall be designated to act on behalf of the designating part(ies) for purposes of resolving any dispute or controversy regarding a Service that is not resolved in the ordinary course of discussions or remediation of deficiencies of Service in accordance with this Agreement (a "Dispute"). Upon the request of either party, the parties shall promptly cause their Designated Senior Representatives to meet and negotiate in good faith to resolve any such Dispute in a commercially reasonable manner.

2.14. Conflicts of Interest. The Credit Servicer shall adhere to, and shall cause employees and others performing Services under this Agreement to adhere to, the conflict of interest undertakings set forth in Schedule B to this Agreement. Without limitation of the foregoing, the Credit Servicer, its employees, agents, and subcontractors performing Services shall not extend any gratuity or special favor to Federal Reserve Bank employees in violation of the Credit Servicer's Global Code of Conduct or any other Federal Reserve Bank policy provided to the Credit Servicer in writing in connection with this Agreement.

2.15. Publicity. The Credit Servicer agrees not to originate or encourage any public written or oral statement, news release, or other public announcement or publication relating to this Agreement or to any Confidential Information, beyond a statement no more detailed than any public statement by the Company or the Managing Member, unless the Credit Servicer has first obtained the express prior written consent of the President or the First Vice President, of the Managing Member. Unless prohibited by law or regulation, the Managing Member (i) shall where reasonably practicable provide reasonable advance notice to the Credit Servicer before the Company or the Managing Member, its agents or its employees publicly disclose, or cause to be publicly disclosed, any news release, public announcement, advertisement, or other publicity regarding the Credit Servicer's role in providing Services under this Agreement and (ii) shall consult with the Credit Servicer regarding the content of materials publicizing the Credit Servicer's role in providing Services under this Agreement. The Managing Member is not, however, required to provide specific notice of regular public disclosures about the services the Credit Servicer provides pursuant to this Agreement, including disclosures about the fees paid or payable to the Credit Servicer. The Credit Servicer acknowledges that this Agreement and pricing information related hereto may need to be made public in accordance with legal requirements applicable to the Company, the Managing Member, the Federal Reserve Entities and the U.S. Treasury. Further, the Credit Servicer, the Company and Managing Member hereby agree that the Managing Member may post a version



of this Agreement, with all personal information redacted, to the Federal Reserve Bank of Boston's public website.

2.16. Insurance. The Credit Servicer shall maintain such insurance coverages in connection with its performance of the Services hereunder as are set out in Schedule D or more specifically in relation to any Service Annex.

2.17. Financial Review. The Credit Servicer has provided the Managing Member with a copy of the Credit Servicer Financial Resources Statement in connection with this Agreement. Without obligating the Credit Servicer to provide any further information or materials hereunder, the Credit Servicer acknowledges that the Company and the Managing Member reserve the right to perform financial reviews of the Credit Servicer in conjunction with a third-party contractor that is under confidentiality obligations at least as restrictive as those the Managing Member uses to protect its own information.

2.18. Intentionally Omitted.

### Section 3. TERM OF APPOINTMENT.

3.1. Term; Termination.

(a) This Agreement shall continue in full force and effect until the earlier of (i) December 31, 2026 or (ii) such date as it has been terminated in accordance with this Section 3. The Managing Member or the Credit Servicer may terminate this Agreement for any reason upon not less than 90 days' prior written notice to each other party hereto.

(b) The Credit Servicer may terminate this Agreement upon less than 90 days' prior written notice (provided, it is acknowledged and understood that the Credit Servicer may be required to terminate immediately where required for its ongoing compliance with its professional standards) if the Credit Servicer's continued performance of the Services hereunder would cause the Credit Servicer to be in violation of any Legal Requirement or other professional regulations, standards or guidelines to which Credit Servicer or its Subcontractors are subject (a "Regulatory Event") provided that the Credit Servicer shall (i) give as much advance notice to the Company as is commercially practicable upon the occurrence of circumstances that would give rise to any Regulatory Event, (ii) consult with the Company and the Managing Member as to any reasonable amendment or modification of this Agreement that would resolve such Regulatory Event and (iii) take such measures as may be reasonably available to the Credit Servicer and commercially practicable to comply with the relevant Legal Requirement or otherwise resolve or eliminate such Regulatory Event in a manner that will allow continued operation under this Agreement in whole or in part.

(c) Except in the case of a Regulatory Event, no termination of this Agreement by the Credit Servicer shall be effective until the Managing Member shall have appointed a successor, which appointment shall not be unreasonably delayed, for the Credit Servicer and such successor has agreed in writing to act as the successor Credit Servicer. In the event that a successor Credit Servicer is appointed, pursuant to this Section 3 or following the scheduled termination date of December 31, 2026 if this Agreement is not extended, the Credit Servicer shall cooperate with the Managing Member, the LLC and any successor Credit Servicer in making an orderly transfer of the duties of the Credit Servicer. The Credit Servicer shall provide such transition assistance, as described in Section 3.3. If the Managing Member shall fail to appoint a successor Credit Servicer or such successor has not accepted its appointment within 90 days after notice of termination from

the Credit Servicer, then the Credit Servicer may petition any court of competent jurisdiction for the appointment of a successor Credit Servicer

3.2. Termination for Default. If there is a material breach by either party of its obligations under the Agreement, such material breach shall constitute a default and the other party may, at its sole discretion, and without penalty terminate this Agreement, in whole or in part, after giving the other party written notice of the default(s) and an opportunity to cure the default. The Company also may immediately terminate this Agreement if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Credit Servicer, or an order is entered adjudicating the Credit Servicer bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Credit Servicer, or an assignment for the benefit of creditors of the Credit Servicer is made. In no event shall any party hereto be responsible for loss of future profits in connection with any termination of this Agreement.

3.3. Transition Assistance. In addition to support for the orderly transfer of duties to a successor Credit Servicer and the transfer of Records as described in Section 3.1 (or following a termination under Section 3.2 for a reason other than a uncured failure by the Company to pay fees due and payable to the Credit Servicer), the Credit Servicer shall provide, for a period of up to 180 days following the termination of the Agreement, the “Transition Assistance” described below, provided it is acknowledged and understood that in the event Credit Servicer is required to cease performing Services due to an obligation to comply with its professional standards, Credit Servicer will not perform Transition Assistance to the extent that performance of such Transition Assistance may result in Credit Servicer violating a professional standard. Transition assistance may include providing to the LLC, the Managing Member, or a third-party designated by either of them reasonable access to Key Personnel and other personnel performing Services to answer questions about the Services and reasonably facilitate transition planning and performing other Services reasonably requested by the LLC or Managing Member to avoid disruption to the business and operations of the LLC during the transfer of duties to a successor Credit Servicer. The Credit Servicer shall assign Key Personnel and other personnel who regularly perform Services for the LLC and the Managing Member to assist such Transition Assistance. Following delivery of a termination notice or other purported termination of the Agreement, the Credit Servicer will cooperate with the LLC and the Managing Member to establish the scope of Transition Assistance to be provided. Fees and expenses for the Transition Assistance (“Transition Fees”) will be no greater than two (2) times the pro rata amount of the fees that would have been in effect during the relevant period or as agreed by the parties, in addition to any applicable amounts under Section 3.1(c). The Credit Servicer shall provide reasonable supporting documentation identifying the relevant resources required by the Credit Servicer to provide the specified Transition Assistance.

#### Section 4. REPRESENTATIONS AND WARRANTIES.

Each party hereto as applicable, unless otherwise set forth below, hereby represents and warrants, as of the date hereof, that:

4.1. Power; Authorization. The Company and the Credit Servicer, as applicable, is a corporation or partnership, as applicable, duly organized or formed and is validly existing and in good standing under the laws of the State of Delaware and has the power and authority, and the legal right, to execute, deliver and perform this Agreement and all obligations required hereunder and has taken all necessary organizational action to authorize this Agreement on the terms and conditions hereof, the execution, delivery and performance of this Agreement and the performance of all obligations imposed upon it hereunder.

4.2. No Consent. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other person, including any Third Party Consent, is

required in connection with the execution, delivery, performance, validity or enforceability of this Agreement by such party.

4.3. Enforceable Obligations. This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is sought by proceedings in equity or at law).

4.4. No Conflicts. The execution, delivery and performance of this Agreement and the documents and instruments required hereunder will not violate any Legal Requirement or any contractual obligation of such party, the violation of which would have a material adverse effect on its business, operations, assets or financial condition or its ability to perform its duties hereunder and will not result in, or require, the creation or imposition of any Lien on any of its property, assets or revenues pursuant to the provisions of any Legal Requirement or any such contractual obligation.

4.5. Licenses. The Credit Servicer has the requisite organizational power and authority, and the necessary regulatory licenses and permissions, and has taken all organizational action necessary to, execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations contained herein, and no other organizational proceedings on the part of the Credit Servicer are necessary to authorize this Agreement and the consummation of the transactions contemplated hereby.

4.6. Third-Party Materials. The Credit Servicer has all rights under the Third-Party Technology and any other programs or materials of any third party, as necessary for the provision and receipt of the Services, including to the extent required for Credit Servicer to grant the rights, licenses and sublicenses set forth in Section 2.5, and to otherwise allow the access, use, display of the Technology Platform by the Company, the Managing Member, and other Authorized Users to the extent necessary to receive the Services hereunder.

4.7. Software. Credit Servicer will use and maintain industry standard security protocols to ensure that any software provided by Credit Servicer as part of the Services (including the Technology Platform) does not and will not contain any code, programs or mechanisms that enable Credit Servicer or another party to disrupt, modify, delete, harm or otherwise impede in any manner the operation of any software or systems of Authorized Users.

4.8. No Proceedings. There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction of any kind now pending or, to the best of the relevant party's knowledge, threatened, involving such party or any of its properties or assets that: (i) questions the validity of this Agreement; or (ii) seeks to delay, prohibit or restrict in any manner any action taken or contemplated to be taken by the relevant party under this Agreement; or (iii) would materially impair the ability of the relevant party to perform its obligations under this Agreement.

THE WARRANTIES CONTAINED IN THIS AGREEMENT, TOGETHER WITH ALL EXPRESS WARRANTIES CONTAINED IN ANY EXHIBIT, ADDENDUM, OR OTHERWISE INCORPORATED IN THIS AGREEMENT, EXPRESS THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. PWC AND CLIENT DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.



## Section 5. FEES; COSTS; INDEMNITIES; LIMITS OF LIABILITY

5.1. Fees. The LLC shall pay to the Credit Servicer such fees for its Services as are defined in the Credit Servicer Fee Letter and any modifications thereto. The agreements in this Section 5.1 shall survive the termination of this Agreement, to the extent of fees earned prior to the effective date of such termination. Amounts billed for Services performed by Credit Servicer or its Subcontractors are considered fees and not expenses and will be billed as set forth in the Credit Servicer Fee Letter.

5.2. Costs. Other than as expressly set forth in this Agreement, the Credit Servicer Fee Letter and any modifications hereto or thereto or with respect to particular costs identified to be borne by the Company in any Service Annex, the Credit Servicer shall be responsible for its own costs in the performance of the Services and this Agreement.

5.3. Indemnity. The Company shall defend indemnify and hold the Credit Servicer harmless from and against all third party claims, damages, losses (including reasonable expenses and attorneys' fees) and liabilities payable under judgement, verdict, court order or settlement (collectively, "Losses") incurred by Credit Servicer in connection with its performance of the Services, except to the extent (i) such Losses resulted from the finally determined gross negligence, fraud or intentional misconduct of the Credit Servicer or any Subcontractor (or their respective employees, officers or directors), (ii) such Losses resulted from a willful breach of (x) the Service Standard or (y) its other obligations under this Agreement or (iii) the Credit Servicer is required to indemnify the Company or Managing Member with respect to such Losses under Section 5.4 or Section 13 of Schedule C. If the Credit Servicer believes that an event has occurred for which the Company has an indemnity obligation for Losses under this Section 5.3, the Credit Servicer shall use commercially reasonable efforts to mitigate such Losses.

5.4. Infringement Indemnity. The Credit Servicer shall be responsible for obtaining, paying for, and abiding by all necessary licenses for any patented, copyrighted, or otherwise legally-protected Intellectual Property used by Credit Servicer in connection with the Services or Deliverables provided hereunder (such Services and Deliverables, the "Products"). Further, the Credit Servicer shall defend, indemnify and hold harmless the Company and the Managing Member from and against any and all Losses to the extent or arising out of or based on any allegation by a third party that any Products (or any portion thereof) infringe, misappropriate or violate any Intellectual Property of a third party, including, for the avoidance of doubt, such Losses arising from access to or use of the Technology Platform by any Authorized User as permitted hereunder ("Infringement"). Without limiting the foregoing, if the Company or the Managing Member's use of any of the Products provided hereunder is prevented by injunction or found by a court of law to be infringing in any manner and to any degree, or is in the Credit Servicer's reasonable opinion likely to become so infringing, the Credit Servicer may, at the Credit Servicer's option and expense: (a) procure for the Company and the Managing Member the right to continue using such Products; (b) modify the Products in a manner acceptable to the Company and the Managing Member to become non-infringing; or (c) substitute other non-infringing Products that are acceptable to the Company and the Managing Member (the "Alternative Remedies"). The indemnity in this Section 5.4 does not cover claims or liability to the extent arising from: (1) the combination of the Credit Servicer's Products with products or services not provided or authorized by the Credit Servicer, (2) the modification of such Deliverables by any person other than the Credit Servicer except as expressly directed by the Credit Servicer, (3) designs, specifications, or other instructions to the extent provided by the Company and/or the Managing Member, or (4) the Company and/or the Managing Member's use of third-party provided systems, materials, or work that the Company or the Managing Member obtained independently of this Agreement. Without limiting the indemnity obligation in this Section 5.4, if the Credit Servicer determines that it is not commercially reasonable to accomplish any of the Alternative Remedies, the Credit Servicer shall notify the Company and the Managing Member in writing of its determination, and the Credit Servicer

may terminate the relevant Service and refund to the Company all fees paid to the Credit Servicer thereunder in respect of any of the Products relating to the Infringement.

5.5. Mitigation. Nothing herein shall relieve the Company and the Managing Member of its common-law duty to mitigate Losses, and the Company and the Managing Member shall take commercially reasonable steps to mitigate all Losses after becoming aware of any event which could reasonably be expected to give rise to any Losses that are indemnifiable hereunder, including, as applicable, pursuing any counterclaim, offset, insurance settlement or other claim which could result in a recovery that would reduce the Credit Servicer's liability under this Agreement.

5.6. Limitation of Liability.

(a) Except (i) to the extent determined to have resulted from the gross negligence or intentional misconduct of the Credit Servicer or any Subcontractor (or their respective employees, officers or directors) in the performance of this Agreement or (ii) with respect to any amounts payable pursuant to Credit Servicer's indemnification obligations under Section 5.4, the aggregate liability of the Credit Servicer for any and all claims, losses, liabilities or damages in connection with the Services, this Agreement or its subject matter, (including any liabilities under Schedule C), whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to three (3) times the total amount of fees paid, in the aggregate, to the Credit Servicer under this Agreement. The Credit Servicer shall have no liability arising from or relating to any third-party hardware, software, information or materials selected or supplied by the Company or the Managing Member.

(b) Except (i) to the extent determined to have resulted from the Company's grossly negligent or willful act or misconduct, or any knowing, willful or intentional breach of this Agreement, (ii) with respect to any amounts payable pursuant to Company's indemnification obligations under Section 5.3 or (iii) for Company's payment and reimbursement obligations hereunder, the aggregate liability of the Company for any and all claims, losses, liabilities or damages in connection with this Agreement or its subject matter (including any liabilities under Section 5.3), whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, shall not exceed three (3) times the total amount of fees paid, in the aggregate, to the Credit Servicer under this Agreement.

(c) The Managing Member is acting in the capacity as Managing Member of the Company and shall have no individual liability for actions taken in such capacity other than as described in Section 8.13.

5.7. Survival. Any provisions of this Agreement that expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties, including the perpetual licenses granted under Section 2.5(a), the indemnification obligations in Sections 5.3, 5.4 and Section 5.6 (Limitation of Liability) and 5.8 (No Special Damages), and the confidentiality obligations set forth in Section 6.2 shall survive any termination of this Agreement or release of any party hereto with respect to matters occurring prior to such termination or release or any termination under any bankruptcy law.

5.8. No Special Damages. Except with respect to any amounts payable pursuant to either party's indemnification obligations hereunder, no party to this Agreement shall be liable for any special, indirect, incidental, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits).

## Section 6. CERTAIN POLICIES AND CONTROLS

6.1. Disaster Recovery. The Credit Servicer will maintain such disaster recovery and business continuity capabilities as are commercially reasonable and appropriate to maintain the continuity of services to LLC and Managing Member in the event of a disaster or disruption in its operations. The Credit Servicer agrees that it shall enter into and shall maintain in effect, at all times during the term of this Agreement, with appropriate parties one or more agreements making reasonable provision for (i) periodic back-up of computer files and data with respect to any accounts held by it, and (ii) emergency use of electronic data processing equipment to provide Services under this Agreement. The Managing Member shall be permitted to review the content of the Credit Servicer's disaster recovery and business continuity plan statement with the Credit Servicer once each year onsite at the Credit Servicer's facilities or through remote meeting arrangements, in either case on a mutually agreed date during normal business hours. The Credit Servicer will not alter its disaster recovery plan or business continuity program in such a way that degrades the level of protection in any material respect with respect to the Services to be performed for the LLC or the Managing Member.

### 6.2. Confidentiality.

(a) The Credit Servicer agrees to keep confidential all non-public information provided to the Credit Servicer, its service personnel, Subcontractors, and any other agents of the Credit Servicer ("Recipients") by the LLC, the Managing Member, the Custodian, the Administrator, the Lender, the Department of Treasury and any Federal Reserve Entities or any other Person pursuant to or in connection with this Agreement or the other Operative Documents, in whatever form obtained by the Recipients in connection with the performance of this Agreement including, but not limited to, all information relating to the Managing Member's supervisory, regulatory, research, development and business activities (including, but not limited to Company Data), security, data files, personnel information, and computer programs ("Confidential Information") and to use such information only as permitted in this Agreement and to perform the services to be provided under this Agreement and to administer the Agreement and conduct the Credit Servicer's operations as they relate to its performance of the Agreement. Subject to such limitation, the Credit Servicer may disclose any such information (i) to its employees, directors, Administrative Contractors (solely in connection with Administrative Purposes as defined in Section 7.1 where access to such Confidential Information is incidental to such purposes and protected by confidentiality obligations at least as restrictive as those defined in this Agreement), agents, attorneys, accountants and other professional advisors or those of any of its subsidiaries and affiliates who have a need to know such information (collectively, its "Representatives"), (ii) upon the request or demand of any Governmental Authority, (iii) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Legal Requirement, (iv) in connection with any litigation or similar proceeding, (v) that has been publicly disclosed other than by the Credit Servicer or any of its Representatives in violation of this Section 6.2 or any other applicable confidentiality obligation owing to the LLC, (vi) if agreed by the LLC in its sole discretion or (vii) to the limited extent required for it to fulfill its obligations under this Agreement; provided, further, (1) pursuant to clause (ii) above, the Credit Servicer shall notify the LLC and the Managing Member, if legally permitted to do so, of any proposed disclosure contemporaneously with such disclosure and at such time request that the Governmental Authority to whom such disclosure is made accord confidential treatment to the disclosed information and (2) pursuant to clauses (iii) and (iv) above, prior to any disclosure of such information, the Credit Servicer shall notify the LLC and the Managing Member, if legally permitted to do so, of any proposed disclosure as far in advance of such disclosure as practicable and upon the LLC's or the Managing Member's written request, and, at its sole cost and expense, take all reasonable steps the



LLC or Managing Member may wish to take to ensure that any information disclosed shall be accorded confidential treatment.

(b) The Credit Servicer further agrees that it shall be responsible for compliance by each of its Subcontractors and Representatives with this Section 6.2. The Credit Servicer shall not disclose any Confidential Information to any Representative unless and until such Representative has agreed in writing to protect the confidentiality of such Confidential Information in a manner at least equivalent to that required of the Credit Servicer by this Section 6.2.

(c) If the Credit Servicer knows of any unauthorized use or disclosure of Confidential Information or any security breach or other incident that compromised the security or integrity of the Confidential Information, the Credit Servicer shall proceed in accordance with Section 2.8(b) and shall send its email notice addressed to The Credit Servicer shall use commercially reasonable efforts to recover the Confidential Information, to mitigate the effects of the unauthorized use or disclosure or loss, to protect against further unauthorized use or disclosure or loss, and to reasonably cooperate with the Managing Member and its agents in any investigation the Managing Member may undertake relating to the unauthorized use or disclosure or loss. The Credit Servicer shall bear the costs of all such measures taken by the Credit Servicer.

(d) The Credit Servicer acknowledges that damages may not be an adequate remedy for the Credit Servicer's violation of any terms of this Section 6.2. If the Credit Servicer violates or threatens to violate any terms of this Section, the LLC or the Managing Member may seek injunctive relief to restrain any breach or threatened breach. In either case, the Credit Servicer shall not seek to have imposed on the LLC or the Managing Member any obligation to post a bond or give other security as a condition to temporary injunctive relief.

(e) Promptly following the transfer of Records and the orderly transition of Services provided in Section 3, the Credit Servicer shall destroy all copies of Confidential Information then remaining in its possession or control except to the extent the Credit Servicer is permitted to retain such copies as described in the immediately following paragraph. When the Credit Servicer destroys materials containing Confidential Information, the Credit Servicer shall use destruction techniques that are appropriate for the format of the materials and designed to prevent, to the extent technically feasible, the Confidential Information from being reconstructed or recovered. Upon the request of the Managing Member, the Credit Servicer shall confirm the destruction to the Managing Member in writing. The Credit Servicer shall retain no copies of Confidential Information, including any compilations derived from Confidential Information and allowing identification of Confidential Information, except to the extent permitted in the immediately following paragraph.

(f) If the Credit Servicer needs to retain a copy of any Confidential Information for some period of time because the Credit Servicer (1) believes that the delivery or destruction of the Confidential Information is not feasible (including Confidential Information that is retained on secure backup media in accordance with standard backup procedures in a manner that makes it impractical for the Credit Servicer to delete the Confidential Information), or (2) is required by applicable law or regulations, accounting rules, or other professional standards or rules to retain a record copy of the Confidential Information, or (3) is required to retain a record copy of the Confidential Information for purposes of following its established internal record retention policies that include mandates for disposal of records on defined schedules, then in any such case the Credit Servicer may retain a copy of such Confidential Information subject to the restrictions of this Section 6.2 until the Confidential Information becomes public.

(g) The provisions of this Section 6.2 shall survive the termination of this Agreement and continue until the Confidential Information becomes public or otherwise ceases to be Confidential Information.

(h) The Credit Servicer agrees to follow the procedures set forth in Schedule C if the Services contemplated by the Agreement involve the access to, use of, maintenance of, or other handling of Reserve Bank Personally Identifiable Information (as defined in Schedule C to this Agreement), then Schedule C is incorporated into this Agreement by reference and is made a part hereof.

(i) The Company and the Managing Member ("Company Recipients") each agree to keep confidential all non-public information provided to such party or its agents pursuant to or in connection with this Agreement, in whatever form obtained by such parties, including, but not limited to, all information relating to the Credit Servicer's and its Subcontractors' supervisory, regulatory, proprietary, research, development and business activities, security, data files, personnel information, and computer programs. Subject to such limitation, a Company Recipient may disclose any such information (i) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates who have a need to know such information (collectively, its "Company Representatives"), (ii) upon the request or demand of any Governmental Authority, (iii) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Legal Requirement, (iv) in connection with any litigation or similar proceeding, (v) to comply with any reporting or disclosure required to be produced from time to time in connection with the Main Street Facilities pursuant to the CARES Act or any reporting, disclosure or audit provisions or requirements that may be applicable to the Company, the Federal Reserve Entities or the U.S. Treasury, (vi) that has been publicly disclosed other than by the Company Recipient or any of its Company Representatives in violation of this Section 6.2 or any other applicable confidentiality obligation owing to the Credit Servicer, (vii) if agreed by the Credit Servicer in its sole discretion or (viii) to the limited extent required for it to fulfill its obligations under this Agreement; provided, further, (1) pursuant to clause (ii) above (but not clause (v)), the Company Recipient shall notify the Credit Servicer, if legally permitted to do so, of any proposed disclosure contemporaneously with such disclosure and at such time request that the Governmental Authority to whom such disclosure is made accord confidential treatment to the disclosed information and (2) pursuant to clauses (iii) and (iv) above, prior to any disclosure of such information, the Company Recipient shall notify the Credit Servicer, if legally permitted to do so, of any proposed disclosure as far in advance of such disclosure as practicable and upon the Credit Servicer's written request, and, at its sole cost and expense, take all reasonable steps the Credit Servicer may wish to take to ensure that any information disclosed shall be accorded confidential treatment.

### 6.3. Information Security

(a) The Credit Servicer shall maintain a comprehensive information security program during the term of the Agreement and thereafter as long as the Credit Servicer retains any Confidential Information and shall only utilize third party systems that meet the information security controls listed below in this section. Upon request, the Credit Servicer will provide to the Managing Member documentary evidence reasonably satisfactory to Managing Member to demonstrate the security, integrity, and availability of the Credit Servicer's information systems in accordance with such provisions. If reports, such as SOC reports, for third party systems are only available to Credit Servicer directly by the third party, Credit Servicer will provide the necessary information to Managing Member for Managing Member to request the applicable information

directly from the third parties. The Credit Servicer will use, without limitation, the following systems, along with these system's respective information security controls:

(b) As a condition to the LLC or Managing Member providing, or authorizing or instructing any other person to provide, Confidential Information for the Credit Servicer (including for purposes of this Section 6.3(b), any Subcontractor) to store or process in the Credit Servicer's information systems, the Managing Member may require the Credit Servicer to respond to the Managing Member's "Information Security Review Questionnaire" related to the Services being performed that does not violate Credit Servicer's confidentiality obligations. The Credit Servicer's initial response and any attachments and information provided as a follow-up to the initial response constitute, together, the "Questionnaire Response." The Managing Member will conduct its information security review of the Credit Servicer, if required, with reference to the Questionnaire Response No more than annually unless in response to a breach, during the term of the Agreement, the Managing Member may require the Credit Servicer to review the Questionnaire Response to confirm that it is accurate and complete, or to make any changes to make it accurate and complete or to respond to the Managing Member's reasonable Information Security Review Questionnaire. The Credit Servicer shall provide reasonable information the Managing Member may reasonably request so that the Managing Member may assess the impact of the Credit Servicer's change on the performance of Services. At the Managing Member's annual request or upon Managing Member's subsequent request to an Incident, the Credit Servicer shall also update the Questionnaire Response and respond to any new or supplemental information security questions the Managing Member may require of the LLC's vendors from time to time related to the Services being performed on the Technology Platform that does not violate Credit Servicer's confidentiality obligations. The Credit Servicer shall provide any updated Questionnaire Response and responses to any new or supplemental information security questions to the Managing Member promptly after the request. Managing Member acknowledges that Credit Servicer may, with forty-five (45) days' notice to the Managing Member, change the security controls through the adoption of new or enhanced security technologies on the Technology Platform (Salesforce and Analytics Foundation), provided that such changes do not diminish the level of security of Managing Member Confidential Information on the Technology Platform in Credit Servicer's possession, custody or control.

(c) The LLC may suspend the Credit Servicer's provision of Services until the LLC or the Managing Member assesses the effect on the LLC of any additional information or changes to the Credit Servicer's information technology infrastructure or information security policies or systems affecting information security if the LLC reasonably believes the Credit Servicer may have materially reduced the protection it applies to the LLC's Confidential Information. The Credit



Servicer shall prepare and review with the Managing Member a plan of action and report to the Managing Member periodically (on a schedule mutually agreed with the Managing Member) about the Credit Servicer's progress to address any material deficiencies identified by the Managing Member and reasonably mitigate them within a timeframe mutually agreed between both parties based on risk and severity. If the Managing Member believes the plan of action is insufficient and the Credit Servicer declines to revise it, the parties shall escalate the disagreement through their respective managements for dispute resolution. In all instances in which the Credit Servicer must provide information to the Managing Member about the Credit Servicer's information technology infrastructure or information security policies under this Section, the Credit Servicer shall not be required to disclose such information that the Credit Servicer reasonably determines would compromise the security of the Credit Servicer's technology, networks, systems, or premises or that would cause the Credit Servicer to adversely affect or breach its obligations of confidentiality to other Credit Servicer clients, provided that the Credit Servicer reasonably cooperates with the Managing Member to provide responsive information in a manner that minimizes or avoids the Credit Servicer's security concern.

(d) Following any notice of a Risk Event as defined in Section 2.8 clause (b)(ii) of the definition thereof, the Credit Servicer will use diligent commercially reasonable efforts to remedy such breach of security or unauthorized access in a timely manner, report its progress on such remediation to the Company and the Managing Member periodically, and notify the Company and the Managing Member upon its completion.

#### 6.4. Internal Controls.

(a) At the LLC's request, the Credit Servicer will provide the Managing Member documentary evidence to support the assertion that the Credit Servicer maintains effective internal controls over information security of the use and operation of the Credit Servicer application that is part of the Technology Platform. The Credit Servicer and the Managing Member will cooperate to determine at the time of the request the specific nature of such documentation.

(b) Upon request, where applicable to the Services and no more than annually, the Credit Servicer agrees to provide to the Managing Member a copy of its most recent U.S. data center and Global Hosting Center, the System and Organization Control 2 ("SOC 2") – Type II audit report around the AICPA trust principles of availability and security, provided the Managing Member executes the Credit Servicer's SOC 2 click-through NDA.

6.5. Workforce Inclusion. The Credit Servicer shall use good faith efforts to ensure, to the maximum extent possible, the fair inclusion of women and minorities in the Credit Servicer's workforce. The Credit Servicer will maintain sufficient documentation that permits the Managing Member to determine whether or not the Credit Servicer has made a good faith effort in this regard. The Credit Servicer understands that the Managing Member's Office of Diversity & Inclusion may make a determination about whether the Credit Servicer has made the required good faith effort and may recommend termination of this Agreement if the Managing Member's Office of Diversity & Inclusion determines that the required good faith effort has not been made. The Managing Member may proceed to terminate this Agreement based on that recommendation. Any termination of this Agreement by the Managing Member pursuant to this Section will be without cost or penalty to the LLC or the Managing Member (except payment for services rendered prior to the termination date) notwithstanding any other provision of this Agreement to the contrary.

## Section 7. SUBCONTRACTORS.

7.1. Consent Required. Notwithstanding any provision of the Agreement to the contrary, the Credit Servicer may not subcontract or otherwise assign the performance of Services under this Agreement without the prior written consent of the Managing Member, provided that Managing Member hereby consents to (i) Credit Servicer utilizing any entity or partnership within the PricewaterhouseCoopers network of separate member firms, each of which is a separate and independent legal entity (each, a “PwC Firm”), to perform Services, and where the Credit Servicer provides a list of such entities in Schedule A1 hereto and (i) updated thereafter by Credit Servicer to the extent of any changes thereto or (ii) upon request by the Company or Managing Member at least annually by the anniversary of the Effective Date of this Agreement; and (ii) Credit Servicer and its Subcontractors utilizing independent contract labor of individuals to supplement and work alongside Credit Servicer and its Subcontractors’ own employee workforce performing Services under the direct supervision of Credit Servicer and its Subcontractors (and such individuals and a company not otherwise involved in the Services and acting solely in the business of providing staffing of such individuals shall not be considered a Subcontractor hereunder). For the avoidance of doubt, subject to the immediately preceding sentence, an assignment or delegation to or retention by the Credit Servicer of any person who is a contractor to the Credit Servicer or its Affiliates (or any other Subcontractor), rather than an employee, to perform any Services under this Agreement is considered a “Subcontract” and the relevant person a “Subcontractor”. The Managing Member may give or withhold its consent to any proposed Subcontractor arrangement in its sole discretion. Any Subcontract or assignment made by the Credit Servicer without the Managing Member’s consent is void. For the avoidance of doubt, the providers of Background Technology incorporated into the Technology Platform shall not be considered Subcontractors, nor shall the following be deemed Subcontractors hereunder: (1) a PwC Firm; (2) a Credit Servicer subsidiary or affiliate, and/or (3) a third party subcontractor to the extent any of the foregoing are performing or fulfilling internal administrative and “back-office” type functions or purposes for Credit Servicer (e.g., client acceptance and auditor independence compliance functions, general IT support (including global cloud-based hosted technology solutions) and maintenance to Credit Servicer itself, invoice processing) (collectively, “Administrative Purposes”), and not executing the Services and/or Deliverables enumerated in a Service Annex (“Administrative Contractors”); provided that such Administrative Contractors access to Company Data is incidental to such purposes and protected by confidentiality obligations at least as restrictive as those defined in this Agreement.

7.2. Responsibility for Employees and Subcontractors. The Credit Servicer is fully responsible for all acts and omissions of its employees, personnel, agents, representatives, and Subcontractors (including employees, personnel, agents, representatives, Subcontractors, any other persons directly or indirectly employed by a Subcontractor) of the Credit Servicer, and any other persons who perform Services provided by the Credit Servicer (collectively the “Credit Servicer Personnel”). The Credit Servicer will remain liable for performance and compliance with this Agreement in all respects by all Credit Servicer Personnel, whether consented to by the Managing Member or not. The Credit Servicer agrees to be responsible for enforcing this Agreement as it pertains to all Credit Servicer Personnel and to take such action, legal or otherwise, to the extent necessary to cause them to comply with substantially similar confidentiality and information security obligations as those of the Credit Servicer in this Agreement. Nothing in this Agreement creates any contractual relationship between the Credit Servicer Personnel and the Company or the Managing Member, or any obligation on the part of the Company or the Managing Member, to pay or to see to the payment of any monies due the Credit Servicer Personnel. The Credit Servicer shall not impose additional fees for expenses incurred by the Credit Servicer to engage the Credit Servicer Personnel.

7.3. Responsibility for Administrative Contractors. The Credit Servicer shall cause any Administrative Contractor to perform delegated administrative duties in accordance with substantially

similar confidentiality and information security obligations as those of the Credit Servicer under this Agreement, including without limitation the policies and restrictions set forth in Sections 6.2 and 6.3, and the Credit Servicer remains liable for all delegated administrative duties performed by an such Administrative Contractor, as if such duties were performed directly by Credit Servicer. Neither the Company nor the Managing Member shall be directly liable to any such Administrative Contractor, Affiliate, Subcontractor or third-party agent engaged by the Credit Servicer. The Credit Servicer shall not impose additional fees for such services or any expenses incurred by the Credit Servicer to engage an Administrative Contractor, Affiliate, Subcontractor or third-party agent, except as may be agreed between the Company and the Credit Servicer in connection with this Agreement, an amendment or change order in accordance with Section 2.1(b).

7.4. Information to Subcontractors. The Company agrees that the Credit Servicer may provide information the Credit Servicer receives in connection with this Agreement to the Subcontractors approved by the Company in accordance with Section 7.1 for such purposes. The Credit Servicer will be solely responsible for the provision of the Services and for the protection of the information provided to the Credit Servicer's Subcontractors in accordance with the Confidentiality and Information Security provisions set forth in Section 6.

7.5. Terms Applicable to Subcontractors. Without limitation of Section 7.3, a failure of the Credit Servicer to cause a Subcontractor to comply with the material provisions of Section 6.1, Section 6.2, Section 6.3, Section 6.5 or Schedule B in connection with Services performed by such Subcontractor shall also be considered a failure of the Credit Servicer to comply with such provisions. Any Risk Event affecting such a Subcontractor shall also be considered a Risk Event in relation to the Credit Servicer.

7.6. Credit Servicer Parties. The Subcontractors, Administrative Contractors and the partners, principals, members and employees of Credit Servicer, its Subcontractors and Administrative Contractors (collectively the "Credit Servicer Parties"), shall have no liability or obligations to the Company or Managing Member arising out of this Agreement. Company and Managing Member agree to: (i) bring any claim or other legal proceeding of any nature arising from this Agreement against Credit Servicer and not against the Credit Servicer Parties; (ii) ensure that Company's and Managing Member's subsidiaries, affiliates do not assert any claim or other legal proceeding against Credit Servicer or the Credit Servicer Parties related to or arising from this Agreement; and (iii) accept responsibility and liability in the event that Company's or Managing Member's subsidiaries or affiliates pursue such claims or proceedings. While Credit Servicer is entering into this Agreement on its own behalf, this Section 7.6 also is intended for the benefit of the Credit Servicer Parties. The Company and Managing Member shall require that Authorized Users agree to hold harmless the Credit Servicer and the Credit Servicer Parties for claims related to or arising from this Agreement.

## Section 8. MISCELLANEOUS.

8.1. Amendments and Waivers. Neither this Agreement nor any terms hereof may be amended, supplemented or modified (except as otherwise expressly provided herein) except as mutually agreed by the LLC, the Managing Member and the Credit Servicers in writing.

8.2. Notices. All notices, requests, consents and demands to or upon the respective parties hereto to be effective shall be in writing (including by electronic mail) and, unless otherwise expressly provided herein, must be delivered by messenger, overnight courier service or electronic mail, and shall be deemed to have been duly given or made when delivered, or, in the case of notice by electronic mail transmission, when acknowledged by the receiving party or otherwise verified by the sending party



(whichever occurs first), addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

Credit Servicer:	<p>PricewaterhouseCoopers LLP 101 Seaport Blvd Boston, MA 02210 Attn: Email: Telephone:</p> <p>and to:</p> <p>PwC US Consulting LLP 300 Madison Avenue New York, NY 10017 Attn: Email: Telephone:</p> <p>and to:</p> <p>PwC US Consulting LLP 300 Madison Avenue New York, NY 10017 Attn: Email: Telephone:</p> <p>With a copy (that shall not constitute notice) to:</p> <p>PricewaterhouseCoopers LLP 300 Madison Avenue New York, New York 10017 Attn: Office of the General Counsel</p>
Company:	<p>MS FACILITIES 2020 LLC c/o Federal Reserve Bank of Boston 600 Atlantic Avenue Boston, MA 02210 Attention:</p> <p>Email: Telephone:</p> <p>and to:</p> <p>Federal Reserve Bank of Boston 600 Atlantic Avenue Boston, MA 02210 Attention:</p> <p>Email:</p>

Managing Member:	Federal Reserve Bank of Boston 600 Atlantic Avenue Boston, MA 02210 Attention:  Email:  With a copy sent by email to: With a copy sent Attention to:
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The parties do not intend the formalities of this Section 8.2 to inhibit their routine communication about the subject matter or administration of this Agreement. The parties may communicate about routine matters in any manner they determine to be efficient and effective, including telephone and email subject to any requirements for secure communication.

8.3. Survival of Representations. All express representations and warranties made by a party hereunder and in any other document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery thereof.

8.4. Successors and Assigns. Except as permitted in this Agreement, the Credit Servicer may not transfer or assign this Agreement or subcontract the performance of any services without the prior written consent of the LLC and the Managing Member.

8.5. Merger or Consolidation of, or Assumption of the Obligations of, the Credit Servicer. Any person (a) into which the Credit Servicer may be merged or consolidated, (b) which may result from any merger, conversion or consolidation to which the Credit Servicer shall be a party, (c) succeeding to the business of the Credit Servicer, or (d) that is an Affiliate of the Credit Servicer, which person, in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Credit Servicer hereunder, shall be the successor to the Credit Servicer under this Agreement; provided, however, that (i) the Credit Servicer shall provide prior written notice of any merger, consolidation or succession pursuant to this Section 8.5 to the Managing Member and (ii) the Managing Member consents in writing to such person succeeding the Credit Servicer.

8.6. Counterparts. This Agreement may be executed in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

8.7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.8. **GOVERNING LAW.** **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.9. **WAIVERS OF JURY TRIAL.** EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.10. **Submission to Jurisdiction.** Each party hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of courts of the United States for the District of Massachusetts, and appellate courts thereof;

(b) consents that any such action or proceeding may be brought only in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the LLC at its address set forth in Section 8.2 or at such other address of which the parties hereto shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law;

(e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in another jurisdiction by suit on the judgment or in any other matter provided by law; and

(f) waives, to the maximum extent not prohibited by law and subject to Section 5.8, any right it may have to claim or recover in any legal action or proceeding any special, indirect, incidental, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits).

8.11. **Intentionally Omitted.**

8.12. **Further Assurances.** The Credit Servicer agrees to do mutually agreed acts and things as may be reasonably necessary to carry into effect the Services under this Agreement.

8.13. **Limited Recourse.** Notwithstanding anything to the contrary contained in this Agreement and the other Operative Documents, the obligations of the LLC under this Agreement and all other Operative Documents are solely the obligations of the LLC and shall be payable solely to the extent of funds are available to the LLC. No recourse shall be had for the payment of any amount owing in respect of any obligation of, or claim against, the LLC arising out of or based upon this Agreement or any other Operative Document against any holder of a membership interest, employee, officer or affiliate thereof; provided, however, that the foregoing shall not relieve any such person or entity from any liability they might otherwise have as a result of willful misconduct, gross negligence, bad faith or fraudulent actions taken or omissions by them. The provisions of this Section 8.13 shall survive the termination of this Agreement.



8.14. Third Party Beneficiary. The parties hereto agree that the Lender is an express third-party beneficiary of this Agreement.

8.15. CPA Notice. Credit Servicer is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this Agreement. If any Services performed hereunder should be performed through a United States PwC Firm that is a registered accounting firm, Credit Servicer may subcontract performance of those Services to such other United States PwC Firm. For clarity, PwC US Consulting LLP and PricewaterhouseCoopers Advisory Services LLC are not registered accounting firms.

8.16. Ancillary Terms. Notwithstanding any other agreements, attestations, or similar undertakings (including any click-through agreements or on-line terms) (collectively, "Ancillary Terms") that may be executed or otherwise consented to by any Credit Servicer partners, principals, or employees, or any Credit Servicer representatives, agents, or sub-contractors (collectively "Individuals") during the course of the performance of this Agreement, Credit Servicer shall be solely responsible for compliance with this Agreement and any such Ancillary Terms, and Company and Managing Member shall have no right to bring, and hereby waives, any claim or cause of action against any Individuals arising out of or relating to this Agreement or any Ancillary Terms, or otherwise arising out of or relating to the performance of this Agreement. In addition, any such Ancillary Terms that may be executed or otherwise consented to by any Individuals or Credit Servicer during the course of the performance of this Agreement shall be ineffective to the extent they conflict with this Agreement or the applicable Service Annex or would expand, limit or otherwise modify the rights, obligations, liabilities or undertakings of the parties hereunder or impose any liability on either party's employees, representatives, agents, or sub-contractors.

## Section 9. COOPERATION.

When reasonably requested by the Managing Member, and when not inconsistent with the Securities and Exchange Commission independence rules the Credit Servicer will cooperate and coordinate with other service providers of the Company in providing the services and deliverables pursuant to or related to this Agreement, including, without limitation, coordinating with any such other service providers as requested by the Managing Member. In no event will the Credit Servicer take direction from any other service providers without direction from Managing Member.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties hereto have caused this Credit Services Agreement to be executed as of the date first above written.

PWC US CONSULTING LLP  
as the Credit Servicer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

MS FACILITIES 2020 LLC  
By: FEDERAL RESERVE BANK OF BOSTON,  
as its Managing Member

By: \_\_\_\_\_  
Name:  
Title:

FEDERAL RESERVE BANK OF BOSTON,  
as the Managing Member

By:   
Name  
Title:



Schedule A1

General Provisions

The Credit Servicer shall perform the Services identified in each Service Annex under this Schedule A1.

The key personnel and approved subcontractors to support Credit Servicer services include:

Key Personnel:	
Approved Subcontractors:	
Approved PwC Firms	

SERVICE ANNEX 1 – REGISTRATION OF ACCEPTED LENDERS (FOR MERGER AND ACQUISITION)





SERVICE ANNEX 2 -- PURCHASING AND FUNDING

SERVICE ANNEX 3—INTERMEDIARY SERVICES

SERVICE ANNEX 4 -- CREDIT ADMINISTRATION MONITORING







SERVICE ANNEX 5 – PORTFOLIO REPORTING

## SERVICE ANNEX 6--REPORTING PROCEDURES DESIGN



SERVICE ANNEX 7--- DATA AND RECORDS SERVICES

## SERVICE ANNEX 8—RISK AND CONTROL SERVICES

SERVICE ANNEX 9—CREDIT VALUATION, COLLECTIVELY ASSESSED RESERVE AND  
MONITORING SERVICES





SERVICE ANNEX 10—PROGRAM MANAGEMENT AND GOVERNANCE

Schedule A2—General Service Level Agreements









## Schedule B

### Conflict of Interest Undertakings

1. Credit Administrator Objectivity. A “conflict of interest” exists for the Credit Servicer when any other business relationship or financial interest of the Credit Servicer or the Credit Servicer’s Affiliates or personal or business relationships, activities, and financial interests of those of the Credit Servicer’s officers or employees who are assigned to manage or perform the services under the Agreement could knowingly impair (a) the Credit Servicer’s objectivity or impartiality in performing the Services or (b) the quality of the Services. The Credit Servicer warrants to the Company that no conflict of interest presently exists. If circumstances arise during the term of the Agreement that create or could create a conflict of interest, the Credit Servicer shall notify the Managing Member promptly and take such steps as the Managing Member may request to avoid, neutralize, or mitigate the conflict of interest. If the Managing Member determines that the conflict of interest cannot be avoided, neutralized, or mitigated in a manner satisfactory to the Managing Member, the Managing Member may terminate the Agreement upon notice to the Credit Servicer.
2. Intentionally omitted.
3. Misuse of Information for Private Gain. Neither the Credit Servicer nor any of its Subcontractors or Representatives may use any Confidential Information except to fulfill the purposes of the Agreement and as expressly permitted in the Agreement. This restriction prohibits, without limitation, the knowing use of any Confidential Information for the benefit of the Credit Servicer or any of its Affiliates or their respective directors, officers, or employees (beyond the benefit of the consideration to be received by the Credit Servicer under the Agreement), for the benefit of any other Credit Servicer client, or to inform any financial transaction, render any advice or recommendation, or attempt to influence any market or transaction for the benefit of any individual or entity.
4. Vendor Bias. The Credit Servicer shall not recommend to the LLC or the Managing Member in connection with the Credit Servicer’s performance of services any products or services of an individual or entity (including Affiliates of the Credit Servicer) from which the Credit Servicer may receive a financial incentive based on (a) the Credit Servicer’s recommendation of the product or service to the LLC or the Managing Member or (b) the LLC’s or the Managing Member’s purchase of the product or service, unless, in each case, the Credit Servicer first discloses in writing to the LLC and the Managing Member the nature of the relationship and the specific terms of any financial incentive the Credit Servicer may receive.
5. Managing Member Employees. The Credit Servicer acknowledges that employees of the Managing Member are required to adhere to a code of conduct, a copy of which is posted on the “Doing Business With Us” page of the Managing Member’s public website. Among other things, the code of conduct prohibits Managing Member employees from using their Managing Member positions for private gain and from soliciting or accepting gifts, meals, and other things of value from persons doing business, or seeking to do business, with the Managing Member. The Credit Servicer shall not offer any employee of the Managing Member gifts, meals, or other things of value unless an exception applies that would permit the employee to accept the gift, meal, or other thing offered consistent with the code of conduct.
6. General Policies.
  - 6.1 The Credit Servicer will provide the Managing Member with copies of all of its internal conflicts of interest policies and procedures and agrees to abide by all such relevant policies. Such policies and procedures must, at a minimum, be designed to, among other things:

- (a) identify any material financial conflicts of interest between the Credit Servicer and the LLC or the Managing Member;
- (b) require reporting of any conflicts of interest between the Credit Servicer and the LLC or the Managing Member that develop during the course of this Agreement; and
- (c) prevent the use of Confidential Information to enter into a trade or transaction unrelated to this Agreement.

6.2 The Credit Servicer shall promptly disclose potential conflicts of interest to the Managing Member that arise and, at the request of the Managing Member, will reasonably cooperate with the LLC and the Managing Member to mitigate or avoid the conflict or if the conflict cannot be adequately mitigated or avoided, in the Managing Member's sole discretion, recuse itself from providing the Services.

6.3 Intentionally omitted.

6.4 The Credit Servicer shall require all of its employees who receive Confidential Information as permitted in Section 6 of the Agreement to acknowledge in writing (which may be in the form of an annual electronic certification) their obligation to keep all Confidential Information obtained by them as strictly confidential.

7. Ethical Wall. The Credit Servicer must provide, within two weeks of the Effective Date, and thereafter maintain, information barrier procedures acceptable to the Managing Member and designed, at a minimum, to ensure that (a) personnel assigned to perform services are adequately segregated from personnel involved with the Credit Servicer's other activities that might be in conflict with the duty the Credit Servicer owes to LLC and the Managing Member under this Agreement, and (b) any information related to the services is not shared with personnel involved in activities that might be in conflict with the Credit Servicer's duty to the LLC and the Managing Member under this Agreement without appropriate vetting and controls being put in place by the Credit Servicer's Legal and Compliance Departments.

The Credit Servicer acknowledges that individuals who sit atop of the ethical wall must be especially vigilant to ensure that discussions with or advice, guidance or direction given to, individuals on the other side of the wall is not based on or influenced by Confidential Information, and the Credit Servicer agrees to take appropriate steps to maintain and enforce appropriate procedures to control the handling of Confidential Information by individuals who sit atop the ethical wall. The implementation of the ethical wall policy of the Credit Servicer shall be reviewed by internal audit or compliance at least once within the first six months of the engagement and thereafter in accordance with the Credit Servicer's own review policies.

The Credit Servicer agrees to maintain a list of each of the individuals who has been assigned to perform services under this Agreement and the dates of such assignment that can be reviewed by the Managing Member.

8. Conflict Reporting and Records. Employees of the Credit Servicer shall be required to report promptly any breach or suspected breach of these conflicts requirements to the appropriate compliance officer. Such compliance officer of the Credit Servicer shall promptly report any breaches to the Managing Member's appropriate ethics officer. The Credit Servicer's compliance function shall maintain a log of all incidents of non-compliance and will complete a review of any reported incidents. The results of the review shall be analyzed and appropriate actions or mitigating remedies, such as counseling an employee, will be identified and implemented in an effort to avoid similar incidents. The Credit Servicer will maintain all logs and information collected as Records of Operations and comply with all obligations applicable to Records of Operations in this Agreement.

9. Compliance Training. All Credit Servicer employees and Subcontractors performing Services will receive a copy of the requirements of this Schedule B and be requested to confirm their understanding of and compliance with such requirements. The relevant Credit Servicer partner overseeing the applicable Services shall, upon request no more than once annually, certify that it is in compliance with such training requirement in writing to the Managing Member. The Managing Member may assess such compliance as part of any compliance review or audit conducted pursuant to Section 2.11 of this Agreement.

10. Insider Trading Restrictions. The information barrier procedures provided under this Agreement shall contain investment restrictions as deemed necessary and appropriate by the Credit Servicer to prevent “behind the wall” individuals from knowingly trading in the securities of originating institutions or borrowers under the Main Street Facilities or otherwise trading on inside information gathered through the course of servicing the Company. This procedure shall be provided to the Managing Member for review upon request.



## Schedule C

### Reserve Bank Personally Identifiable Information Covenants

#### 1. Definitions

“Incident” means any actual or highly suspected loss, unauthorized disclosure, use, acquisition of, or access to Reserve Bank PII provided to Credit Servicer or any Credit Servicer Staff or Third Parties providing Services whether in paper or electronic format under the Agreement.

“Third Party” means an entity or person, other than Credit Servicer Staff, that is outside of Credit Servicer’s organization.

“Credit Servicer Staff” means all employees of Credit Servicer, Administrative Contractors, Subcontractors, and contingent workers, including non-employees working under the supervision of the Credit Servicer and performing Services, such as temporary staff or individuals assigned by staffing agencies.

“Reserve Bank PII” or “Reserve Bank Personally Identifiable Information” means any personal information, in electronic or paper form, maintained or otherwise handled or possessed by Credit Servicer in fulfillment of providing Services under this Agreement that relates to an identified or identifiable individual or household. Examples of Reserve Bank PII include, but are not limited to, the following linked or linkable information:

2. Purpose, Use, Access & Sharing. Credit Servicer is prohibited from using Reserve Bank PII for any purpose other than (i) in accordance with applicable data protection laws, rules and regulations (“Applicable Data Protection Laws”) or (ii) for which it was specifically provided pursuant to the Agreement. Credit Servicer shall only share Reserve Bank PII with Credit Servicer Staff to the extent the Credit Servicer Staff has a need to access the Reserve Bank PII in order to provide the specific Service to the Participating Bank pursuant to the Agreement. Credit Servicer must require Credit Servicer Staff with access to Reserve Bank PII to comply with Credit Servicer’s applicable information security and data privacy requirements, including those that satisfy the requirements of this Section 2. Without limiting the foregoing and for the

avoidance of doubt, Credit Servicer Staff also may use or share

3. Reserve Bank PII. The Reserve Bank PII to be provided to Credit Servicer in connection with the performance of Services is set forth in Schedule C. Company and Managing Member shall not provide Credit Servicer with Reserve Bank PII except as agreed and set forth in Schedule C. Notwithstanding the foregoing, Company and Managing Member shall not provide any Reserve Bank PII to Credit Servicer or its Subcontractors except (i) through the Technology Platform or (ii) through another secure portal that is agreed upon by the parties in writing.
4. Sharing with Third Parties. In addition, Credit Servicer shall not share Reserve Bank PII with any other person or entity other than Credit Servicer Subcontractors, and shall not share Reserve Bank PII with Credit Servicer Subcontractors unless and to the extent Credit Servicer:
  - (a) has performed and documented due diligence on such Subcontractors to ensure appropriate protection, handling, use, sharing retention and deletion of Reserve Bank PII disclosed to such Subcontractors that are consistent with or comparable to the requirements that apply to Credit Servicer pursuant to this Schedule C;
  - (b) ensures that all such Subcontractors do not transmit Reserve Bank PII to any entity outside of the United States or store Reserve Bank PII outside of the United States;
  - (c) has signed agreements with each such Subcontractors that contain provisions substantially similar to those in this Schedule C for Reserve Bank PII;
  - (d) engages in ongoing monitoring of such Subcontractors to ensure effective Subcontractor implementation and continuing application of all applicable requirements; and

within fourteen (14) days after Participating Bank's request provides to Participating Bank a list of such Subcontractors with access to Reserve Bank PII and an attestation that the Credit Servicer has complied with the requirements of this Schedule with respect to such Subcontractors.
5. Geographic Limitations. Credit Servicer is prohibited from transmitting Reserve Bank PII to any Third Party or any other person or entity located outside of the United States and from accessing, storing, and processing Reserve Bank PII on servers and other devices located outside of the United States
6. Minimization. Credit Servicer agrees to minimize the collection, acquisition, processing, sharing, and retention of Reserve Bank PII to what is necessary for purposes of providing the specific Service to Participating Bank pursuant to the Agreement.
7. Destruction and/or Return of Reserve Bank PII. On Reserve Bank's written request at termination of the Agreement or during the term of the Agreement, Credit Servicer agrees to promptly return or destroy all Reserve Bank PII that was obtained pursuant to the Agreement. This requirement does not apply to the extent:
  - (a) otherwise specifically provided in the Agreement;

(b) required to be retained longer by the Credit Servicer pursuant to applicable court order or state or federal laws or regulations or professional standards, in which case Credit Servicer will notify the Managing Member of what is retained, where and for how long; or

(c) otherwise instructed in writing by the Managing Member, which may include the secure delivery of Reserve Bank PII to the Managing Member in lieu of destruction.

(i) The Credit Servicer's obligation to destroy pursuant to this Section 7 includes all copies, back-ups, and iterations of Reserve Bank PII regardless of (A) the format in which it is retained; (B) the type of device on which, or location where, it is stored; and (C) whether it is retained or held by the Credit Servicer, Credit Servicer Staff, or a Subcontractor. Destruction of Reserve Bank PII on back-ups may be delayed based on routine cycling time of back up media.

(ii) Destruction pursuant to this provision means the definitive obliteration of Reserve Bank PII in all media that ensures that it cannot be retrieved, recreated, reassembled, or reconstructed.

8. Notification of Incidents involving PII. The Credit Servicer must notify Managing Member of any Incident in accordance with Section 2.8 of the Agreement. This notification must occur without undue delay from becoming aware of an Incident by Credit Servicer on account of business hours, holiday or otherwise, even if it means notifying Managing Member before the Credit Servicer has commenced or completed its own investigation into the cause or extent of the Incident. Notice should be given to Managing Member pursuant to the notice provision of the Agreement. Subject to applicable law and Credit Servicer's confidentiality obligations, Credit Servicer agrees to promptly (a) investigate the Incident; (b) act on Managing Member's reasonable request to discuss investigative steps; (c) regularly report reasonably detailed findings as to the cause and impact of the Incident by providing a forensic analysis of the event logs; (d) reasonably cooperate with Managing Member in its efforts to remediate and make proper notifications to individuals; and (e) upon Managing Member's request, promptly provide progress reports regarding any investigation and/or remediation efforts.

9. General Information Security Program.

10. Specific Information Security Requirements. In addition to the General Information Security Program standards in Schedule C, Credit Servicer and Credit Servicer staff performing Services shall comply with the following authorizations and minimum standards when accessing, using or storing Reserve Bank PII:

(a) Minimum Standards for Storage on Laptops and Mobile Computing and Mobile Storage Devices. Credit Servicer must have written policies requiring the use of encryption and physical access controls (e.g., within a locked office, desk, filing cabinet, or file room) for storage on laptops and mobile computing and mobile storage devices.

(b) Minimum Standards for Printing. Printed Reserve Bank PII requires a conspicuous label that Credit Servicer would ordinarily use to indicate the sensitivity and confidentiality of its own information. Where technically and operationally feasible, the labeling or marking must be on every page, including any cover memorandums or title

pages. Otherwise, a conspicuous cover sheet labeled or marked as Credit Servicer would its own sensitive and confidential information must be attached.

(c) Minimum Standards for Marking Digital Versions.

(d) Minimum Standards for Transmission. Reserve Bank PII in digital form, including email and fax, must be encrypted during transmission.

(e) Minimum Standards for Storage in Print and Digital Formats. Storage of Reserve Bank PII information on printed media requires physical access controls (e.g., within a locked office, desk, filing cabinet, or file room).

(f) Minimum Standards for Media Sanitation. Reserve Bank PII stored on electronic media or similar equipment to be reused, repaired, or disposed of must be

This includes computers, printers, fax machines, Phones, and any other devices that have memory or storage that may contain Reserve Bank PII.

11. Minimum Standards for Remote Access. If authorized, remote access to Reserve Bank PII must be through a remote access system that requires two-factor authentication, uses a “time-out” function, and requires user re-authentication after no more than thirty (30) minutes of inactivity.

12. Privacy.

(a) The Credit Servicer must maintain effective privacy policies, processes, and procedures during the term of the Agreement to ensure compliance with the provisions in this Section 12. Credit Servicer must actively monitor for compliance with agreed upon requirements for Reserve Bank PII, including tracking and mitigating instances of non-compliance.

(b) The Credit Servicer agrees to maintain an appropriate privacy notice that is easily accessible and prominently displayed at the point(s) it collects Reserve Bank PII from individuals in the performance of Services. The privacy notice must, at a minimum, describe the types of PII collected in the performance of Services, the purpose(s) for which such PII is collected, the intended use(s) of such PII and, generally, how PII is shared internally and externally. If the Credit Servicer changes its privacy notice, the Credit Servicer shall promptly notify Managing Member thereof and provide Managing Member with the updated notice.

(c) Where applicable, the privacy notices will also provide information relating to the type and method for consent offered to individuals. Any use of Reserve Bank PII for



purposes other than providing the Services to the Reserve Bank pursuant to the Agreement must be agreed to by the individuals providing the PII through opt-in or express consent, where the individuals must take affirmative action beyond just submitting the information, to agree to such other use or disclosure of the PII.

(d) Where options for consents are provided in the privacy notice, the Credit Servicer must implement processes to ensure that each individual's consent and preferences are documented and tracked, and that the preferences are implemented and honored.

13. Audit Logs.

14. Indemnification. Credit Servicer shall defend, indemnify and hold Company, Managing Member, and their respective contractors and agents harmless from any third party claims, damages, losses (including reasonable expenses and attorneys' fees) and liabilities payable under judgment, verdict, court order or settlement, including notification and identity theft protection services offered to affected individuals ("PII Losses"); to the extent such PII Losses are the proximate result of Credit Servicer's material breach of this Schedule C or Section 6.3 of the Agreement; provided, however, that Credit Servicer shall not be required to defend, indemnify or hold Company or Managing Member harmless for any PII Losses: (i) arising from Company's and Managing Member's own gross negligence or willful misconduct, or willful breach of or willful noncompliance with its contractual, regulatory or legal obligations; (ii) arising from Company's and Managing Member's noncompliance with its obligations in this Schedule C; (iii) to the extent that the Company or Managing Member are required to indemnify Credit Servicer under Section 2.5(f) and (iv) related to a force majeure event (which, for the avoidance of doubt, shall not include cyber-attacks, cybercrime, or hacking). Notwithstanding anything in this Agreement to the contrary, Credit Servicer's liability obligations under this Section 13 are subject to the limitations of liability set forth in Section 5.6 of the Agreement. If Company and Managing Member believes that a breach has occurred for which Credit Servicer has an indemnity obligation, Company and Managing Member shall use commercially reasonable efforts to mitigate such Losses.

15. Audit. Managing Member shall have the right to audit Credit Servicer's overall privacy program and its compliance with the requirements in this Section 15 at the commencement of Services and annually or in the event of an Incident during the term of the Agreement. During the performance of the Services, at Managing Member's request, Credit Servicer will accurately complete a security and privacy assessment questionnaire provided by Managing Member, related to the Services being performed which do not violate client confidentiality. Credit Servicer agrees to meet Managing Member to discuss any noted deficiencies and reasonably treat them within a mutually agreed timeframe between both parties. In the event that parties are unable to mutually agree on appropriate remedies, or Credit Servicer does not adequately remediate, or agree to remediate, areas of concern or non-compliance within a reasonable timeframe based on the criticality of the findings, from the receipt of the audit report, Managing Member may terminate this Agreement for cause. Credit Servicer's activities pursuant to this Section 15 shall be undertaken at no cost to Managing Member.

16. CCPA. The parties acknowledge and agree that Credit Servicer is acting as a service provider (as such term is defined by the California Consumer Privacy Act of 2018 ("CCPA")) to LLC and Managing Member in connection with Credit Servicer's performance of Services pursuant to this Agreement. Credit Servicer acknowledges and confirms that it does not provide LLC or Managing Member with any monetary or other valuable consideration in exchange for Reserve



Bank PII and certifies that it understands and will comply with the restrictions set forth in this Section 16. Except as required by applicable law, regulation, or professional standard, Credit Servicer will not collect, access, use, disclose, process, or retain Reserve Bank PII for any purpose other than the purpose of performing the Services or another business purpose permitted by 11 CCR § 999.314(c) and this Agreement. In particular, Credit Servicer shall not sell (as defined by Applicable Data Protection Laws, including without limitation and to the extent applicable, the CCPA) any Reserve Bank PII. Credit Servicer will, to the extent legally permissible, notify LLC and Managing Member if Credit Servicer receives a request from a data subject of Reserve Bank PII seeking to exercise such data subject's rights under Applicable Data Protection Laws ("Data Subject Access Request"), and will, on LLC's and Managing Member's reasonable request, provide reasonable assistance in connection with their response to such Data Subject Access Request.

Data subjects:

The Reserve Bank PII provided to Credit Servicer in connection with its performance of the Services concern the following categories of individuals who can be identified, directly or indirectly, by the Reserve Bank PII or data subjects (e.g., current and/or former employees of Client):

Categories of data:

The Reserve Bank PII provided to Credit Servicer in connection with its performance of the Services concern the following categories of data:

## Schedule D

### Insurance Requirements

1. The Credit Servicer shall maintain the following insurance during the term of the Agreement in relation to its operations under this Agreement:
  - i. Workers' compensation insurance as required by law and employer's liability insurance with a limit of \$1,000,000 each accident; \$1,000,000 each disease (each employee); \$1,000,000 disease (policy limit);
  - ii. Commercial general liability insurance, including contractual liability coverage to the extent allowed under the policy with a limit of \$1,000,000 per occurrence and \$2,000,000 in the general aggregate insuring the activities of the Credit Servicer under the Agreement;
  - iii. Business automobile liability insurance, covering the operation of any automobile equipment, hired, or non-owned and third-party property damage liability with limits of \$2,000,000 each accident.
2. The Credit Servicer shall also maintain Professional Liability/errors and omissions insurance with limits of \$10,000,000 per claim and in the aggregate. Such policy shall include coverage for network security and privacy liability including liability for financial loss resulting from the failure to prevent a party from unauthorized access / use, introduction of malicious code into data or systems damage, loss and theft of data, or failure to properly handle, manage, store, destroy, or otherwise control third party corporate information that results from the professional services rendered pursuant to this agreement.
3. At the Company's request the Credit Servicer shall furnish the Company with evidence that the above insurance is in force, stating policy numbers, effective dates, expiration dates, and limits of liability thereunder. The Credit Servicer shall endeavor to notify the Company in writing, not less than thirty (30) calendar days prior to any cancellation of or material change in the above insurance only in the event a policy fails to meet the requirements of this Section or there is a lapse in coverage. The Credit Servicer shall ensure that its Subcontractors performing Services (if any) have the insurance in effect that is required by applicable law and as required under Credit Servicer's applicable policies related to such Subcontractors. With the exception of the workers' compensation policy, employer's liability and professional liability policies, the Company and the Managing Member shall be included as additional insureds for claims caused by Credit Servicer's negligence in its performance of this Agreement and subject to indemnity as required by law. To the extent permitted by law, such policy or policies of workers' compensation and employer's liability insurance shall be endorsed to include a waiver of subrogation in favor of the Company and the Managing Member except for claims caused by Credit Servicer's willful misconduct.
4. Compliance by the Credit Servicer with these requirements shall not relieve the Credit Servicer from any liability assumed at law or under the Agreement.

## Schedule E

### Form of Access Agreement

#### ACCESS AGREEMENT

This Access Agreement (“**Access Agreement**”), effective as of [\_\_\_\_], 202[ ], (the “**Effective Date**”), is by and between [CONTRACTOR NAME] (“**Contractor**”), and [RECIPIENT NAME], a [state of formation] [partnership/limited liability company/corporation] (the “**Recipient**”), with an address at [\_\_\_\_], concerning Recipient’s receipt of the following Contractor records: **Parties To List Which Recipient Will Receive Access** (“**Records**”). Reference is made to the Credit Services Agreement, dated as of [\_\_\_\_], 2024 (the “**Agreement**”), among MS Facilities 2020 LLC (the “**Company**”), the Federal Reserve Bank of Boston (“**Managing Member**”) and PricewaterhouseCoopers LLP (“**Credit Servicer**”).

If you are an individual receiving, accessing or using the Records on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (“**Organization**”), then you are agreeing to this Access Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Access Agreement.

Contractor is willing to share the Records with Recipient, subject to and conditioned on the following terms and conditions:

1. Recipient will use the Records solely [in the performance of audit services to Company or Managing Member in connection with the Agreement / to conduct audits in connection with the Agreement as required by applicable law] (the “**Purpose**”). Recipient will not use or disclose the Records for any purpose other than the Purpose. Recipient will maintain the confidentiality of the Records and protect the Records with the same standard of care Recipient uses to protect Recipient’s own confidential information, but in no event less than reasonable care. Recipient will protect the Records from any unauthorized access, acquisition, use or disclosure, and will only disclose the Records to Recipient’s employees, representatives, and agents who need to know it for the Purpose and who have agreed in writing to confidentiality obligations substantially similar to those set forth in this Access Agreement (collectively, “**Representatives**”). Recipient is responsible for any actions or omissions of the Representatives that would be a breach of Recipient’s obligations under this Access Agreement.
2. The obligations with respect to the Records set forth in Section 1 do not apply to information that: (a) Recipient already knew without obligations of confidentiality owed to Contractor; (b) becomes generally available to the public through no fault of Recipient; (c) was independently developed by Recipient without use of the Records; or (d) was rightfully given to Recipient by another party without obligations of confidentiality owed to Contractor. Recipient may also disclose the Records to the extent required by applicable law but only after Recipient, if legally permissible, notifies Contractor and gives Contractor (and Contractor’s vendors and service providers, as applicable) the chance to challenge the disclosure.
3. Except for the Records which are required by applicable law to be maintained in

Recipient's permanent records, subject to Recipient's compliance with the terms and conditions in Section 1, upon Contractor's written request or to the extent such Records are no longer necessary to further the Purpose, Recipient will return to Contractor (or, at Contractor's option, destroy, and certify such destruction in writing) all copies of the Records in Recipient's possession or under Recipient's control.

4. Recipient recognizes the confidential and proprietary nature of the Records and acknowledges that in the event of a breach of this Access Agreement, Contractor (and its vendors and service providers, as applicable) will suffer irreparable harm. Accordingly, Contractor (and its vendors and service providers, as applicable) will be entitled to injunctive relief in the event of a breach or threatened breach of this Access Agreement, as well as all other applicable remedies at law or in equity.
5. THE RECORDS ARE MADE AVAILABLE "AS IS" AND, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR MAKES NO (AND HEREBY DISCLAIMS ALL) REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RECORDS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
6. This Access Agreement may only be modified, amended or canceled by a writing signed by authorized representatives of both parties. This Access Agreement will be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law rules. If any portion of a provision of this Access Agreement is found to be unenforceable or invalid, the remainder of such provision (and the remainder of the Access Agreement) will be enforced to the maximum extent permitted by law. If PricewaterhouseCoopers LLP is the Contractor hereunder and the Recipient hereunder is either MS Facilities 2020 LLC or Federal Reserve Bank of Boston, then this Access Agreement is delivered in connection with the Credit Services Agreement dated as of [DATE], 2024 among PricewaterhouseCoopers LLP, MS Facilities 2020 LLC and the Federal Reserve Bank of Boston (the "Credit Services Agreement"), and in the event of any conflict between this Agreement and the Credit Services Agreement, the Credit Services Agreement terms shall govern. This Access Agreement (and the Credit Services Agreement to the extent contemplated by the foregoing sentence) represents the entire agreement between the parties with regard to the subject matter hereof and supersedes any prior understandings, proposals or agreements concerning the subject matter hereof.

[Signature page follows.]



IN WITNESS WHEREOF, the parties have signed this Access Agreement as of the Effective Date.

**[Contractor Entity]**

**[Recipient Entity]**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)