

Data Integration and Connections Terms and Conditions

- 1. Data Connection Warranty.** Client and Built will develop and maintain any Data Integrations and/or Connections (“Data Connection”) consistent with current industry standards and in a professional and workmanlike manner. Built and Client will coordinate to configure and test the Data Connection prior to going live. Built and Client will each secure the technology and systems associated with any Data Connections consistent with prevailing industry standards. Each party is responsible for any data intrusions due to vulnerabilities in the technology or systems controlled by such party. A claim related to breach of this section shall be deemed a “Data Protection Claim” under the MSA, where such breach results in the unauthorized disclosure of Client Data.
- 2. Data Connection Warranty Disclaimer and Limitation of Liability.** BUILT MAKES NO WARRANTIES EXPRESS OR IMPLIED AND SHALL HAVE NO LIABILITY RELATED TO SYSTEMS CONTROLLED BY CLIENT (“CLIENT SYSTEM/S”) INCLUDING WITHOUT LIMITATION AVAILABILITY, PERFORMANCE, ACCURACY, OR SECURITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUILT SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DATA LOSS, DATA CORRUPTION, BREACH OF CONFIDENTIALITY, SECURITY BREACH, UNAUTHORIZED DATA ACCESS, AND/OR BREACH OF PRIVACY ARISING OUT OF OR RELATED TO A CLIENT SYSTEM/S. IF CLIENT REQUESTS A DATA CONNECTION BETWEEN BUILT AND A THIRD-PARTY SYSTEM (E.G., LOAN ORIGINATION SYSTEM) (“THIRD-PARTY SYSTEM”), BUILT MAKES NO WARRANTIES EXPRESS OR IMPLIED AND SHALL HAVE NO LIABILITY RELATED TO SUCH THIRD-PARTY SYSTEM INCLUDING WITHOUT LIMITATION AVAILABILITY, PERFORMANCE, ACCURACY, OR SECURITY. CLIENT’S USE OF SUCH THIRD-PARTY SYSTEM MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS BETWEEN CLIENT AND SUCH THIRD-PARTY SYSTEM PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUILT SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DATA LOSS, DATA CORRUPTION, BREACH OF CONFIDENTIALITY, SECURITY BREACH, UNAUTHORIZED DATA ACCESS, AND/OR BREACH OF PRIVACY ARISING OUT OF OR RELATED TO A THIRD-PARTY SYSTEM.
- 3. Indemnification.** Client shall defend, indemnify and hold harmless Built, its Agents, affiliates, subsidiaries, assigns and successors in interest (“Built Indemnitees”) from, defend Built Indemnitees against, pay any final judgments awarded against Built Indemnitees, and pay all reasonable costs and attorneys’ fees resulting from any claims, liabilities, losses, suits, and damages asserted by a third party (including without limitation Participant Users) arising from or relating to Client’s use of a Client System and/or a Third-Party System.