

Western Alliance Bank API Services Terms & Conditions

Last Modified: May 14, 2025

These API Services Terms and Conditions (this “**Agreement**”) are a binding contract between the entity identified on the relevant Setup Form or enrollment form (“**Company**”) and/or any person or entity who accesses or uses the API or API Products (both defined below) and **Western Alliance Bank** (“**WAB**”). This Agreement supplements the WAB’s Treasury Management Services Agreement (“**TM Agreement**”) and governs Company’s and its end users’ access to and use of the Services (defined below).

BY SELECTING TO USE ANY OF THE API PRODUCTS (DEFINED BELOW) ON THE APPLICABLE SETUP FORM, BY ACCESSING THE DEVELOPER HUB AND/OR DOWNLOADING THE API SPECIFICATIONS FROM SUCH PORTAL AND/OR, OR BY ACCESSING OR USING A WAB API OR API PRODUCTS, COMPANY (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT IT IS LEGALLY BOUND BY ITS TERMS. IF COMPANY DOES NOT ACCEPT THESE TERMS, NEITHER IT OR ANY OF ITS END USERS MAY ACCESS OR USE WAB APIs OR API PRODUCTS.

1. Definitions.

Unless defined below or otherwise defined herein, all capitalized terms shall have the meaning given to them in the TM Agreement.

(a) “**Account Agreements**” means all agreements and related disclosures pursuant to which Company’s banking relationship with WAB is conducted, including but not limited to, the Deposit Account Agreement and Disclosure, the TM Agreement, the Privacy Policy and any other agreements Company enters with WAB.

(b) “**API**” means one or more application programming interfaces that formats, encrypts and decrypts commands or messages transferred between the Application and the WAB Systems and including as specified in the Documentation.

(c) “**API Content**” means Data or information made available by or delivered through the API, whether through its Client UAT Environment or Production Environment.

(d) “**API Authentication Credentials**” means, collectively, the Client ID, Client Secret, Client Certificate and Token.

(e) “**API Products**” means, collectively, the API Content and the API Services.

(f) “**API Services**” means service(s) and/or function(s) accessible through or performed by the API, whether through its Client UAT Environment or Production Environment.

(g) “**Applicable Laws**” means the applicable statutes, laws, rules, regulations, codes, ordinances, requirements, court orders, directives, and restrictions of any authority of: (i) Company’s jurisdiction, (ii) WAB’s jurisdiction, or (iii) the jurisdiction where WAB deems Company to access the Services.

(h) “**Application**” means any website, product and/or software application developed, owned, or licensed by Company to access and/or use WAB’s API Products.

(i) “**Client Certificate**” means a data file that contains essential information for verifying a server’s or device’s identity, including the public key, a statement of who issued the certificate (TLS certificates are issued by a certificate authority), and the certificate’s expiration date.

(j) “**Client ID**” means a unique alphanumeric identifier assigned by WAB to each client approved to use the API.

(k) “**Client Secret**” means a secret key unique to Company, known only to Company and to the API gateway, used to authenticate Company.

(l) **“Client UAT Environment”** means the WAB’s API test environment and related materials, information and resources available via the WAB’s website.

(m) **“Data”** means any data and content uploaded, posted, transmitted or otherwise made available by WAB via the Services.

(n) **“Developer Hub”** means the WAB developer portal located at <https://developer.westernalliancebank.com/s/>.

(o) **“Developer Tools”** means, individually and collectively, the API and any specifically exposed software, object code, sample code, code snippets, scripts, source files, build files, templates, test data and other functionality, tools, content (including email) contained in, derived from, transmitted, provided or made available to Company through the Developer Hub.

(p) **“Documentation”** means, collectively, any user instructions, guidelines, manuals, tutorials, help files, coding standards and other documentation, whether in written or electronic form, as updated from time to time, made available to Company in connection with its use of the Services.

(q) **“Privacy Policy”** means WAB’s privacy policy, a current version of which is available at <https://www.westernalliancebankcorporation.com/privacy-legal-home/privacy-policy>.

(r) **“Production Environment”** means the WAB’s API production environment gateway for API clients.

(s) **“WAB Marks”** means WAB’s proprietary trademarks, trade names, branding, or logos made available for use in connection with the API pursuant to this Agreement.

(t) **“WAB System(s)”** means WAB’s back-end processing systems.

(u) **“Services”** means, individually and collectively, the Developer Hub, Developer Tools, API, and API Products.

(v) **“Token”** means a valid access token issued by the API gateway and used as an additional authentication factor.

2. API Generally. WAB’s API allows approved clients to interact directly with the WAB Systems for the purposes of accessing balance and transaction information and providing instructions for certain banking transactions, including funds transfers, which may be executed more rapidly than otherwise possible through the accessing the WAB Systems via a different channel. Notwithstanding similar obligations contained herein, Company acknowledges that usage of transactional APIs serve to automate the initiation/origination, authentication (in accordance with Security Procedures selected by Company) and/or approval of funds transfers and/or payment orders from Company’s accounts and, as such, Company agrees to comply with all applicable laws, regulations, clearinghouse rules, and/or payment system operating rules.

3. License Grant.

(a) Subject to and conditioned on Company’s compliance with all terms and conditions set forth in this Agreement, WAB hereby grants Company a royalty-free, limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to (i) access the Developer Hub and Developer Tools for the purposes of developing, testing and using the Applications in the Developer Hub and (ii) access, copy and use the API, in both cases, solely for the purposes in developing, testing, connecting with, and support of Company’s Application(s) for Company’s benefit as set forth herein.

(b) Company agrees to access and use the Services solely for its internal, non-commercial purposes.

(c) Except for the licenses granted above, no rights or licenses, express or implied, are hereby granted to Company with respect to WAB’s intellectual property rights or under any of WAB’s copyrights or trade secrets as a result of, or related to, this Agreement or WAB’s course of dealing with Company hereunder. WAB reserves all rights that are not expressly granted herein. Company may not use the API for any other purpose without WAB’s prior written consent. WAB

reserves the right, in its sole discretion, to grant, deny, limit or modify Company's access to and/or the use of the API and the API Products at any time for any reason.

(d) Right to Access and Use API and API Products. WAB grants Company a limited right to access and use the API and API Products to develop, test, connect with, and support Company's Application access and use of the API and API Products. Company has only a right of limited access and use to the API and API Products in accordance with this Agreement and in such a manner to prevent the API and API Products and WAB from becoming the subject of any claims.

4. Fees. The licenses and rights granted hereunder are contingent upon Company paying all applicable fees and charges for the Services as described in the Business Banking and Related Services Schedule of Fees and Charges or other applicable pricing schedule, as periodically published by WAB. Volume billing components may apply based on the number of times the API is called.

5. Means of Access and Use.

(a) Developer Hub. Company may only access the Developer Hub using WAB-issued login credentials that are unique to Company. Company may not share its login credentials with any third party, must keep such login credentials and related information secure, and must use its login credentials as Company's sole means of accessing the Developer Hub. Company is responsible for all uses of the Developer Hub by Company or using Company's login credentials. Specifically, and without limiting the generality of the foregoing, Company is responsible for all actions and failures to take required actions with respect to the Developer Hub by any person to whom Company provides access, whether such access or use is permitted by or in violation of this Agreement or the Documentation.

(b) Client UAT Environment. All data within the Client UAT Environment must be fake, masked, obfuscated, encrypted and/or otherwise incorrect or inactionable test data provided for use by or in development of Company's Application.

(c) API Authentication Credentials; Token.

(i) To utilize the API or API Products, Company must obtain API Authentication Credentials from WAB through the enrollment process. The API Authentication Credentials are unique to Company and Company may not share its API Authentication Credentials with any third party, must keep its API Authentication Credentials and all login information secure, and must use the API Authentication Credentials as Company's sole means of accessing the API. Company's API Authentication Credentials may be revoked at any time and for any reason by WAB. Company agrees to exercise reasonable care to avoid unauthorized use of or access to its API Authentication Credentials and that it is responsible for all acts or omissions arising under the API Authentication Credentials whether or not authorized.

(ii) The Client Certificate may only be installed on Company systems or platforms approved by WAB and capable of and/or allowed to initiate a funds transfer. It is solely Company's responsibility for determining where to install the Client Certificate; however, the systems and platforms must be servers with commercially reasonable security procedures and protocols in place. Any Request or other API calls or requests initiated and authenticated using the API Authentication Credentials, regardless of where or on what systems or platforms Company has installed the Client Certificate, shall be deemed authorized by Company.

(iii) All API calls or requests must be "signed" using a Token. Tokens are valid for a limited period of time; therefore, Company must manage its API calls and requests accordingly.

(d) Restriction of Access. WAB reserves the right to limit access to and/or use of the API and API Products by various means and using various criteria, including but not limited to, by restricting the number, frequency, and currency amount and/or volume of access requests, uses, services, functions, Data and/or other form of API Products. If and when WAB informs Company of such limitations, Company shall be obligated to comply with them. Access and usage limitations may be identified in communications of WAB's approval of Company's access to and use of the API, or otherwise, and are subject to change at any time. Company shall be fully responsible for all the activity performed in the API or any access to the API Products using its API Authentication Credentials and/or any authentication factors WAB requires Company to use. Company will not attempt to exceed or circumvent limitations on access, calls and/or use of the API, or otherwise use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or the otherwise fails to comply or is inconsistent with any part of this Agreement or the Documentation.

(e) *Security Procedures.* Transactions and/or activity conducted by Company and/or its Application via the API or using the API Products are subject to the Security Procedures described herein, on the relevant Setup Form and/or the TM Agreement. Each time Company makes a transfer or payment using the API or API Products, Company agrees and warrants that the Security Procedures established in accordance with this Agreement or the TM Agreement are commercially reasonable. If WAB acts on a Communication in compliance with the Security Procedures, then Company will be obligated on the Communication and it will be treated as Company's Communication, whether or not authorized by Company.

6. Use of the API and API Products. Company's use of the API and API Products are governed by and must comply with this Agreement and the Account Agreements. Company and its Application shall only access and/or use API Products in accordance with this Agreement and the Account Agreements. Company acknowledges that WAB may seed or watermark API Products for verification of compliance and may data capture, syndication analysis, and other similar tools to track, extract, compile, aggregate, archive, disclose, and analyze any data or information resulting from Company's and any other person's access to and/or use of the API and API Products. WAB retains ownership of all ancillary information and metadata related to the use of the API and API Products ("**Metadata**"). Metadata shall be considered Confidential Information (defined below). To the extent WAB, in its sole discretion, provide Company with access to Metadata, Company may use Metadata only for its internal technical purposes in developing and/or supporting the Application.

7. Use Restrictions. Use of the API and API Products is subject to commercially reasonable information security policies and procedures, including but not limited to multi-factor authentication procedures which may vary and be updated from time to time. Except as expressly authorized under this Agreement, neither Company nor any of its users may:

- (a) Use the Services in a manner not permitted by this Agreement, the Documentation, or the Account Agreements;
- (b) Use the API or API Products in violation of, or in a manner that would cause WAB and/or any of its affiliates to be in violation of, any law, regulation, clearinghouse rules, payment system operating rules or similar requirements;
- (c) Copy, modify, or create derivative works of the API, in whole or in part;
- (d) Rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API;
- (e) Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part;
- (f) Remove any proprietary notices from the API or API Products;
- (g) Use the API or API Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- (h) Combine or integrate the API with any software, technology, services, or materials not authorized by WAB;
- (i) Design or permit Company's Applications to disable, override, or otherwise interfere with any WAB-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
- (j) Use the API or API Products in connection with an Application that offers, permits or promotes gambling within the Application;
- (k) Use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
- (l) Disclose, share, or transfer its API Authentication Credentials to any third party unless expressly authorized in this Agreement;

(m) Use the API or API Products in any of Company's Applications to replicate or attempt to replace the user experience of the WAB Systems; or

(n) Attempt to cloak or conceal Company's identity, the identity of Company end users, or the identity of Company's Applications when requesting authorization to use the API.

Company and its users will at all times comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on the Developer Hub from time to time.

8. Company Application.

(a) Company is solely responsible for its Application (including but not any actions taken and/or claims made by others related to the Application), including but not limited to the Application's development, operation, maintenance, compliance with all Applicable Laws, and all materials that appear on or within the Application. Company's responsibilities include but are not limited to:

(i) Creating and posting, and ensuring the accuracy, quality, integrity, legality, reliability, completeness, and appropriateness of information posted on Company's site and/or Application;

(ii) Ensuring that any Client UAT Environment data Company or its Application provides to WAB conforms to the terms set forth in Section 5(b);

(iii) Ensuring the accuracy, quality, integrity, legality, reliability, completeness, and appropriateness of any and all data Company and/or its Application provides to WAB under this Agreement, including but not limited to any and all instructions for transfers of funds Company and/or its Application provides to WAB, or any other data provided to WAB in the context of Company's Application's access to and/or use of API Products;

(iv) Using and/or displaying API in compliance with this Agreement, Account Agreements, and/or any agreement between Company and any other person or entity (including any restrictions or requirements placed on Company by any person or entity that hosts Company's site);

(v) Using and/or presenting API Products on or within Company's site in a manner that does not infringe, violate, or misappropriate the rights of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights);

(vi) Compliance with all Applicable Laws (including but not limited to consumer protection laws, intellectual property laws, data protection laws, and export laws); and

(vii) The technical operation of the Application(s).

(b) Company agrees to monitor the use of the Application for any activity that violates Applicable Law or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of the Application from further use of the Application. Company agrees to provide a resource for users of the Application to report abuse of the Application.

(c) As between Company and WAB, Company is responsible for all acts and omissions of Company end users in connection with the Application and their use of the API, if any.

(d) Company agrees that it is solely responsible for posting any privacy notices and obtaining any consents from Company end users required under applicable laws, rules, and regulations for their use of the Application.

9. Application Functionality; Security.

(a) Any modification of API Products must comply with the Documentation and/or the Account Agreements. Promptly upon request, Company agrees to provide WAB reasonable access to its Application, documents, information, employees, subcontractors, and its third-party agents. Company will diligently and promptly correct any material bugs or faults in the Application that cause it to incorrectly access the API or display API Products. Regardless of how Company uses

the API and API Products in its Application, Company may not at any time, surviving termination of this Agreement to the maximum extent permitted by law, prevent or restrict WAB from any use, functionality, or display of WAB's API and API Products in any manner, for any purpose, in any application, or in any medium, now known or later developed.

(b) The network, operating system and software of Company's web servers, databases, and computer systems (collectively, "**Company Systems**") must be properly configured to securely operate the Application(s) and store Data. Without limiting the general nature of the foregoing obligation, all Data and other information and data transmitted via the API should be encrypted at rest and in motion. Neither Company nor any of its users shall architect or select Company Systems in a manner to avoid the foregoing obligation.

(c) Company must promptly report any security deficiencies in, or intrusions in, Company Systems to WAB in writing via email to noc@westernalliancebank.com. This includes any unauthorized access, use, disclosure or destruction of Data. Company agrees it will work with WAB to immediately correct any security deficiency and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application, the API or Data, Company will make no public statements regarding such deficiencies or intrusions without prior written and express permission from WAB in each instance.

10. No Support; Updates. This Agreement does not entitle Company to any support for the API or the API Products. Company acknowledges that WAB may update or modify the API from time to time and at its sole discretion (in each instance, an "**Update**"), and may require Company to obtain and use the most recent version of the API. In general, the WAB will make updates to the Client UAT Environment prior to notifying Company and updating the Production Environment. Updates may adversely affect how the Application communicates with the WAB Systems. Company will be notified of material Updates to the Production Environment and API Products via email to the email address provided at time of enrollment and/or via messages distributed via Business Online Banking. Company is required to make any changes to the Application that are required for integration because of such Update at Company's sole cost and expense. Company's continued use of the API following an Update constitutes binding acceptance of the Update. Company acknowledges that an Update may have an adverse effect on Application(s), including but not limited to: (a) changing the way Applications communicate with the API; (b) changing the manner in which Applications request, receive, access, display, transmit, and/or use API Products; and/or (c) changing the API Products associated with the API. WAB shall have no liability of any kind to Company with respect to such Updates or any adverse effects resulting from such Updates. Company's continued access to or use of the API and API Products following any applicable conformance period or implementation of such Update shall constitute binding acceptance of the Update(s) at issue.

11. No Fees. Company acknowledges and agrees that no license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement; however, WAB may charge service fees, in accordance with its standard schedule of fees and charges, related to the underlying transactions and activities conducting using the API or API Products. Company acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, WAB reserves the right to start charging for access to and use of the API at any time.

12. Collection and Use of Company Information. WAB may collect certain information through the API or the WAB Systems about Company or any of its employees, contractors, or agents. By accessing, using, and providing information to or through the API or the WAB Systems, Company consents to all actions taken by WAB with respect to Company's information in compliance with the then-current version of the Privacy Policy and data protection requirements.

13. Representations and Warranties. Company represents, warrants and covenants that it:

(a) Has all consents, rights, authority and has taken all actions necessary, to use the Services and develop and test its Applications;

(b) Will not engage in any acts, omissions or communications contrary to Applicable Law or the terms of this Agreement, the Account Agreements or any other agreement;

(c) Is aware of any limitations and risk relating to such use;

(d) Is aware of the option to obtain insurance to cover any losses in the event required by any limitations and/or risk of such use and expressly agrees to waive subrogation claims against WAB;

(e) Will establish commercially reasonable security procedures and controls to limit access to the Services to authorized individuals;

(f) May, from time to time, be required to certify to WAB that Company's access and entitlement information is current and correct;

(g) Undertakes periodic reviews to ensure its access and entitlement information is current and correct;

(h) Is fully responsible for ensuring that it communicates promptly any change in status of its access; and

(i) Will not use the Developer Hub or any of the Services to compete with WAB or for the benefit of any competitor of WAB or for the purposes of: (x) benchmarking or competitive analysis; (y) developing, using, or providing a competing software product or service; or (z) any other purpose that is to WAB's detriment or commercial disadvantage.

14. Compliance with Applicable Law. Company is responsible for, and shall comply with, all Applicable Laws related to the Services and with any and all of WAB's instructions, requirements, and restrictions.

15. Third-Party Licenses. Unless otherwise agreed to by WAB, Company is responsible for obtaining, at its cost, all hardware, set up, communications, licenses, and consents from third parties in connection with the development and testing of the Applications and any other use of the Services.

16. Confidentiality; Nondisclosure.

(a) Company acknowledges and agrees that WAB considers the API Authentication Credentials, API Products and non-public information about the API and API Products disclosed to it to be WAB's confidential and proprietary information ("**Confidential Information**"), which may not be disclosed to any third party (including, but not limited to, Company's affiliates) without WAB's prior written consent or used by Company for the purpose of developing, or encouraging any third party to develop, an application programming interface (or similar technology) having functional properties similar to WAB's API.

(b) Company agrees to use commercially reasonable means to maintain the confidentiality of the Confidential Information in its possession or contained in the Application, but in no circumstances means that are less stringent than those required by law or that Company uses to safeguard its own confidential or proprietary information (whichever means are more stringent).

(c) Upon termination of this Agreement, Company agrees to destroy all copies of Confidential Information in its, its contractors or third-party agents' possession or control and, upon request, certify such destruction to WAB.

(d) WAB will keep confidential the information Company provides to WAB in connection with the Application to obtain access to the API. Company, however, acknowledges and agrees that WAB may be required to disclose Company's confidential information if required by a judicial, administrative, governmental, or similar request.

17. Intellectual Property Ownership; Feedback.

(a) Company acknowledges that, as between Company and WAB, (a) the WAB owns all right, title, and interest, including all intellectual property rights, in and to the API, the API Products, Documentation, Developer Hub, Developer Tools and the WAB Systems and (b) Company or its licensors owns all right, title, and interest, including all intellectual property rights, in and to the Application. Company will use commercially reasonable efforts to safeguard the API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Company will promptly notify WAB if it becomes aware of any infringement of any intellectual property rights in the API and will fully cooperate with WAB, in any legal action taken by WAB to enforce WAB's intellectual property rights.

(b) If Company or any of its employees, contractors, and agents sends or transmits any communications or materials to WAB by mail, email, telephone, or otherwise, suggesting or recommending changes to the API and/or the WAB Systems, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. Company hereby assigns to WAB on its behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and WAB is free

to use, without any attribution or compensation to Company or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although WAB is not required to use any Feedback.

18. Disclaimer of Warranties. THE API PRODUCTS ARE PROVIDED “AS IS” AND WAB SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WAB SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WAB MAKES NO WARRANTY OF ANY KIND THAT THE API, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET COMPANY’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF COMPANY OR ANY THIRD PARTY’S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. COMPANY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY COMPUTER SYSTEM OR ANY LOSS OF DATA, WHICH ARISE FROM COMPANY’S USE OF THE API OR API PRODUCTS.

19. Indemnification. Company agrees to indemnify, defend, and hold harmless WAB and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, arising from or relating to (a) Company’s use or misuse of the API or API Products, (b) Company’s breach of this Agreement, and (c) the Application, including any end user’s use thereof. In the event WAB seeks indemnification or defense from Company under this provision, WAB will promptly notify Company in writing of the claim(s) brought against the WAB for which it seeks indemnification or defense. WAB reserves the right, at its option and in its discretion, to assume full control of the defense of claims with legal counsel of WAB’s choice. Company may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by WAB or bind WAB in any manner, without WAB’s prior written consent. In the event WAB assumes control of the defense of such claim, WAB will not settle any such claim requiring payment from Company without Company’s prior written approval. These indemnification provisions and the rights or obligations granted by or through it are in addition to any other rights or obligations in this Agreement and shall not be construed to provide an exclusive remedy.

20. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WAB BE LIABLE TO COMPANY OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) EVEN IF WAB HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR WAB WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM COMPANY MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

21. Term and Termination. The term of this Agreement commences when Company or one of its end users accesses the Developer Hub or an API, whichever occurs first, and will continue in effect until terminated as set forth in this Section. WAB may immediately terminate or suspend the Services (including any in-flight or in-process transactions) and/or this Agreement, any rights granted herein, and/or Company licenses under this Agreement, in its sole discretion at any time and for any reason, without notice. Without limiting the foregoing, WAB may limit the Application’s access to the API if it, in WAB’s sole discretion, may negatively affect the Services or our ability to provide the Services. In addition, this Agreement will terminate immediately and automatically without any notice if Company or any of its end users violate any of the terms and conditions of this Agreement. Company may terminate this Agreement by sending a written termination notice at least thirty (30) calendar days in advance in sent to: Western Alliance Bank, Attn: Client Service Advisors, 1 E Washington Street, Suite 1400, Phoenix, AZ 85004. Upon termination of this Agreement for any reason, all licenses and rights granted to Company under this Agreement will also terminate and Company must cease using, destroy, and permanently erase from all devices and systems Company, including Company Systems, directly or indirectly controls all copies of the API, API Products, Documentation or Data in its possession or control that was received pursuant to this Agreement. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination. Termination will not limit any of WAB’s rights or remedies at law or in equity.

22. Publicity. Nothing contained herein shall grant Company any right to use WAB Marks without WAB’s express written consent. Company may not state or imply that it has a partnership or any other type of preferred relationship with WAB or make any statements that suggest that its access to use the API or API Products exceeds the actual licenses and rights granted to Company by

WAB. Furthermore, Company may not make statements that indicate its access to or use of the API or API Products goes beyond the level of integration the API represents or that appear to bind WAB to any obligations, warranties, or representations to third parties.

23. Export Regulation. The API may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. Company will not, directly or indirectly, export, re-export, or release the API to, or make the API accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Company will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API available outside the U.S.

24. U.S. Government Rights. The API is a “commercial product” as that term is defined at 48 C.F.R. §2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. §12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the API by any government entity is prohibited, except as expressly permitted by the terms of this Agreement. Accordingly, if Company is an agency of the U.S. government or any contractor therefor, Company receives only those rights with respect to the API as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. government licensees and their contractors.

25. Modifications. Company acknowledges and agrees that WAB has the right, in its sole discretion, to modify this Agreement from time to time. Company will be notified of material modifications through notifications or posts on the Developer Hub and/or direct email communication from WAB. Company will be responsible for reviewing and becoming familiar with any such modifications. Company acknowledges that these updates and/or modifications may adversely impact how Company accesses, uses, and communicates with the API. If any change is unacceptable to Company, then Company’s only recourse is to cease all use of the API. Company’s continued access or use of the API will mean that Company agrees to the updates and/or modifications.

26. Governing Law and Jurisdiction. This Agreement is governed by and will be interpreted and construed in accordance with the laws of the State of Arizona, without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona in each case located in the city of Phoenix and County of Maricopa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

27. Dispute Resolution; Jury Trial Waiver.

(a) *Binding Arbitration.* WAB and Company agree that any dispute between the parties arising out of, relating to or in connection with this Agreement, shall be resolved exclusively through binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”) to the fullest extent permitted by law. Both WAB and Company, understand that arbitration is final and binding on both parties and that each party in executing this Agreement is waiving their rights to seek remedies in court, including the right to jury trial. The arbitration hearing shall be held in Phoenix, Arizona. Disputes shall not be resolved in any other forum or venue. The arbitrator shall have experience in the financial services industry. Any award rendered by the arbitrator will be final and binding on the parties hereto, and judgment upon the award may be entered in the courts of the state of Arizona and/or the U.S. District Court for the District of Arizona, or any other court having jurisdiction over the award or having jurisdiction over the parties or their assets. The arbitration agreement contained in this Section will not be construed to deprive any court of its jurisdiction to grant provisional relief (including by injunction or order of attachment) in aid of arbitration proceedings or enforcement of an award. In the event of arbitration as provided in this Section, the arbitrator will be governed by and will apply the substantive (but not the procedural) law of New York, to the exclusion of the principles of the conflicts of law of New York. If those rules are silent with respect to a particular matter, the procedure will be as agreed by the parties, or in the absence of agreement among or between the parties, as established by the arbitrator.

(b) *Prevailing Party.* If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any party to enforce its rights under this Agreement against any other party, all fees, costs and expenses, including, without limitation, reasonable attorney’s fees and court costs, incurred by the prevailing party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing party; provided, that if a party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such

litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such party on an equitable basis.

28. Miscellaneous.

- (a) If Company does not accept this Agreement in full, it may not access or use the API or API Products.
- (b) This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- (c) Nothing contained herein shall be construed as creating a partnership, franchise, agency, fiduciary, employment or joint venture relationship of any kind between Company and WAB.
- (d) WAB may notify Company via postings on the Developer Hub or via the email address provided at time of enrollment. Any notices or legal process to WAB must be sent to or served at, as the case may be, WAB's corporate headquarters address located at 1 E. Washington Street, Suite 1400, Phoenix, Arizona 85004, Attention: Client Service Advisor Team or Attention: General Counsel, in the case of service of process, and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by WAB. Any notices that Company provides without compliance with this section shall have no legal effect.
- (e) Notwithstanding the foregoing, Company hereby consents to receiving electronic communications from WAB to the email address provided at time of enrollment for use of the API. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the API. Company agrees that any notices, agreements, disclosures, or other communications that WAB sends to Company electronically will satisfy any legal communication requirements, including that such communications be in writing. Company is solely responsible for maintaining a functional email address; updating WAB, as necessary, with any email address changes; and promptly reading any delivered messages from WAB.
- (f) The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
- (g) Any failure to act by WAB with respect to a breach of this Agreement by Company or others does not constitute a waiver and will not limit WAB's rights with respect to such breach or any subsequent breaches.
- (h) This Agreement is personal to Company and may not be assigned or transferred for any reason whatsoever without WAB's prior written consent and any action or conduct in violation of the foregoing will be void and without effect. WAB expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.