

KeyBank National Association
Third-Party User Agreement

System User: _____

Street Address: _____

City/State/Zip Code: _____

Contact Person: _____

Telephone: _____

Facsimile: _____

THIS THIRD-PARTY USER AGREEMENT (this “**Agreement**”) is made effective by [_____] (“**System User**”) in favor of KeyBank National Association (“**Key**”) and the other parties described herein as of the date indicated adjacent to System User’s signature at the end of this Agreement (the “**Effective Date**”).

Recitals

The following recitals are a material part of this Agreement:

A. System User performs certain portfolio specific services for certain owners (each, an “**Owner**”) that are either (i) an investor in certain commercial mortgage pass-through certificates or other asset-backed securities (collectively, the “**Certificates**”) issued in connection with certain commercial mortgage-backed securitization transactions or other asset-backed securitization transactions (each, a “**Securitization**”), or (ii) an owner of certain commercial mortgage loans, commercial loans, or other investments or assets, or in each case, interests (such as participation interests, notes or other similar interests) in commercial mortgage loans, commercial loans, or other investments or assets, or in each case, interests (such as participation interests, notes or other similar interests) (collectively, “**Non-Securitized Investments**”).

B. To the extent Owner owns Certificates, the Certificates for each Securitization have been or will be issued pursuant to a related pooling and servicing agreement, trust and servicing agreement, servicing agreement, or other similar agreement (in each case, a “**Securitized Servicing Agreement**”) that governs the creation of a trust (in each case, the “**Trust**”) by a depositor (in each case, the “**Depositor**”). Each Trust contains or will contain various commercial mortgage loans or interest therein (the “**Securitized Loans**” and, together with the Non-Securitized Investments, the “**Investments**”) and is or will be maintained and administered by a trustee (the “**Trustee**”) for the benefit of the holders or owners of the applicable Certificates.

C. Key is the servicer for the Investments pursuant to, as applicable, a Securitized Servicing Agreement, a servicing agreement between Owner and Servicer or another similar agreement (with respect to each Non-Securitized Investment, each, a “**Non-Securitized Servicing Agreement**” and, together with each Securitized Servicing Agreement, the “**Servicing Agreements**”).

D. Key maintains an internet website, application programming interface, application programming interface tokens, and other similar systems (collectively, the “**Website**”) for the purpose of disseminating information regarding the Investments it services pursuant to the Servicing Agreements. Key additionally maintains internal servicing systems related to the Investments it services pursuant to the Servicing Agreement (the “**Internal Servicing System**” and, together with the Website, the “**Servicing Systems**”).

E. At the direction and request of Owner, System User is requesting access to certain information, documents and reports on the Servicing Systems with respect to the Investments and other information related thereto (collectively, the “**Information**”).

F. In consideration of Key disclosing and granting access to the Information, System User has agreed to enter into, and to observe and perform the terms, conditions and obligations under, this Agreement.

Agreement

System User hereby certifies and agrees as follows:

1. System User will, as of the Effective Date and from time to time thereafter at Key’s request, provide in writing to Key (a) an itemized list of the Securitizations for which Owner is an owner or holder of Certificates, if applicable, (b) an itemized list of Investments owned by Owner, if applicable, (c) a list of employees and representatives of System User for which access to the Servicing Systems is requested (each, a “**Permitted User**”), and (d) an itemized list of the Owners. The initial lists of Securitizations, Investments, Permitted Users, and Owners as of the Effective Date are set forth on Schedule I of this Agreement. System User acknowledges and agrees that such lists (x) will be conclusively relied upon by Key without further investigation and (y) shall be deemed representations and warranties by System User under this Agreement of the Securitizations, Investments, and related Information that are subject to this Agreement and of the Permitted Users that will have access to the Servicing Systems and the Information. System User represents and warrants that its identity and contact information set forth at the beginning of this Agreement is true and accurate as of the Effective Date and agrees that it will update such information in writing promptly following any change thereto (including upon System User being engaged by an Owner where access to the Information is requested).

2. System User shall promptly notify Key if any Permitted User is no longer employed by or is otherwise a representative of System User or should otherwise be removed as a Permitted User. System User shall promptly notify Key if access for any System User should be terminated.

3. System User acknowledges and agrees that its agreements, duties and obligations under this Agreement, and the protections afforded by this Agreement, are intended System User to be ongoing and that this Agreement covers any Information made available to System User (a) concurrently with or after its execution and delivery of this Agreement, (b) in connection with Securitizations that exist as of the Effective Date and that close after the Effective Date, and (c) in connection with Owner’s current ownership of Certificates or Investments, as applicable. System User further agrees that (x) it will, at any time and from time to time as requested by Key reaffirm (in writing or otherwise and in the form requested by Key) the terms and conditions of this Agreement and (y) any such reaffirmation effected by an electronic confirmation on any Servicing System shall be effective without delivery of an executed document.

4. System User acknowledges and agrees that:

(a) It will keep the Information confidential (except from Owner);

(b) The Information will not, without Key’s prior written consent, be otherwise disclosed by System User or by any of its affiliates, officers, directors, shareholders, partners, members, managers, employees, agents, representatives or Users (collectively, the “**System User Representatives**”) in any manner whatsoever, in whole or in part;

(c) System User will not use or disclose the Information in any manner that (i) could result in a violation of any provision of (or any rule or regulation promulgated under) the Securities Act of 1933, as amended (the “**Securities Act**”), or the Securities Exchange Act of 1934, as amended, or (ii)

would require registration of any Certificate pursuant to Section 5 of the Securities Act;

(d) The Information will be provided to System User for the purposes of, and the Information may be used only in connection with, Owner's evaluation, either directly or through System User, of Owner's investment in any Certificates or Investments;

(e) System User will (i) access the Information on the Servicing Systems only as long as the purpose of doing so meets the requirements of, and only for the purposes set forth in, this Agreement and (ii) access only that portion of the Information that relates to such purposes;

(f) System User will (i) keep each username and password issued by Key confidential and not disclose any such username or password to any person other than the Permitted User for which such username and password were issued, (ii) advise each Permitted User of the existence of this Agreement and the confidential nature of the Information and such username and password, (iii) cause each Permitted User to observe and perform the restrictions, duties and obligations of Owner and System User under this Agreement and to maintain the confidentiality of the Information and such username and password, (iv) notify Key promptly after any Permitted User is no longer employed by System User or otherwise perform duties specifically related any Certificates or Investments even if such Permitted User is employed by System User, and (v) notify Key promptly after any engagement between an Owner and System User is terminated;

(g) Without limiting the foregoing, System User will not use any Information regarding any Investment, any borrower, guarantor or other obligor under any Investment, or any property or other collateral securing any Investment, to identify loan or leasing opportunities or solicit borrowers or lessors for transactions; and

(h) System User will not use any Information or other material non-public information to trade or otherwise transact. System User will indemnify and otherwise hold harmless Key in connection with any trade or other transaction related to any such Information.

5. System User further acknowledges and agrees that:

(a) Its reliance upon the Information will be at its sole risk, and Key does not and will not make any representations or warranties as to, and will assume or accept no responsibility for, (i) the accuracy, reliability or completeness of any of the Information or (ii) the availability or accessibility of the Servicing Systems;

(b) Key has not undertaken any obligation to verify the accuracy, reliability or completeness of, and has not made any independent investigation of, any Information on the Servicing Systems (including any Information (i) provided to Key by any borrower or guarantor of an Investment, any primary servicer, subservicer or special servicer of an Investment, any party to the applicable Servicing Agreement or any other person (which may constitute a substantial portion of the Information) or (ii) derived from information provided by such persons);

(c) Key reserves the right (without notice or liability, and without any obligation) to correct any error or omission in any portion of the Information;

(d) Key may, when it displays any Information on any Servicing System, (i) indicate the source of such Information and affix thereto any disclaimer it deems appropriate in its discretion and (ii) contemporaneously provide such Information to any third party;

(e) Key will provide access to Information based on the representations and warranties of System User in this Agreement, and (i) System User will not attempt to gain access to Information outside the scope of each related Securitization (if Owner is a current or potential investor in Certificates) or Investment (if Owner is a current or potential investor in Investments) and (ii) System User will immediately report to Key any access to, and will not access or permit access to, Information outside the scope of the Information described in *clause (i)*;

(f) To the extent applicable, System User has read any user agreement or other similar agreement or disclosure related to System User gaining general access to the Servicing System and hereby agree to be bound by the terms of such user agreement or other similar agreement or disclosure, which are hereby incorporated into this Agreement as though fully set forth; and

(g) Key may conclusively rely (without any duty to investigate, verify, or otherwise confirm and without any liability) that any information, documents, instruments, agreements, direction, instruction, or other similar items provided by, or otherwise delivered by, System User or Owner.

6. System User shall be fully liable for any breach of any representation, warranty, obligation or duty under this Agreement by System User or any System User Representative and shall indemnify and hold harmless Key, the Depositors, the Trustees, the Trusts, each other servicer of any Securitization and their respective affiliates, officers, directors, shareholders, partners, members, managers, employees, agents or representatives (collectively, the “**Indemnified Parties**”) for any damage, loss, claim, expense, cost or liability (including legal fees and expenses and the costs of enforcing this Agreement) incurred in connection with or relating to this Agreement or otherwise arising out of or resulting from any unauthorized use or disclosure of the Information or any other such breach of this Agreement by System User or any System User Representative. System User also acknowledges and agrees that money damages would be both incalculable and an insufficient remedy for any breach of the terms of this Agreement by System User or any System User Representative and that any Indemnified Party may seek equitable relief, including injunction and specific performance, as a remedy for any such breach (such remedies not being the exclusive remedies for a breach of this Agreement and rather being in addition to all other remedies available at law or equity). Without limiting any other provision of this Agreement, neither Key nor any Indemnified Party shall be liable to System User or any System User Representative for any action taken or not taken pursuant to this Agreement or for any inaccuracy, unreliability or incompleteness of any of the Information. Key and each other Indemnified Party may rely in good faith on any document of any kind that, *prima facie*, is properly executed and submitted by any person in connection with any matters arising under this Agreement. The provisions of this Section 6 shall survive any termination of this Agreement. Without limiting the foregoing, each Indemnified Party is a third-party beneficiary of this Agreement.

7. System User acknowledges and agrees that Key has no duty or obligation to provide to System User any Information subject to this Agreement. This Agreement may be terminated at any time by System User or Key (or, in the case of Key, may be limited to or reduced to certain Information regarding certain Securitizations and related Investments) without cause and without the payment of any fee or penalty, but any such termination shall be without prejudice to any rights of Key or any other Indemnified Party under this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of New York, and the obligations, rights and remedies of System User, Key and the other third-party beneficiaries of this Agreement shall be determined in accordance with such laws. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.

9. The terms “include”, “including” and similar terms shall be construed as if followed by the phrase “without being limited to.” The term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision or section of this Agreement. The term “person” includes any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. The terms “System User” include any Permitted User designated by System User and, to the extent System User has any duty or obligation

under this Agreement, System User shall cause any such Permitted User to observe or perform such duty or obligation. Words importing the singular number shall mean and include the plural number, and vice versa.

10. Any decision or determination made by Key under this Agreement will be made in Key's sole and absolute discretion and will be final and conclusive (except as may be otherwise expressly and specifically provided in this Agreement).

11. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Agreement shall be valid, binding and enforceable against a party (and any respective successors and permitted assigns thereof) when executed and delivered by an authorized individual on behalf of such party by means of (a) an original manual signature, (b) a faxed, scanned or photocopied manual signature or (c) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "**Signature Law**"), in each case, to the extent applicable. Each faxed, scanned or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. Delivery of an executed counterpart of a signature page of this letter agreement in Portable Document Format (PDF) or by electronic transmission shall be as effective as delivery of a manually executed original counterpart to this letter agreement. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, System User has caused this Agreement to be executed by its duly authorized signatories as of the Effective Date.

Effective Date: _____

SYSTEM USER:

[_____]

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED:

OWNER:

Pursuant to Section 5 of that certain Owner User Agreement dated as of [_____] delivered by Owner to Key, Owner authorizes System User to access the Information.

[_____]

By: _____

Name: _____

Title: _____

Schedule I

(Securitizations, Certificates, Investments, Permitted User, Owner)

1. Only complete this table if the related Owner owns Certificates:

<u>Securitization(s):</u>	<u>Certificate(s):</u>	<u>Amount (\$):</u>	<u>Permitted User(s):</u>	<u>Owner(s)</u>

2. Only complete this table if the related Owner owns Investments:

<u>Investment(s):</u>	<u>Permitted User(s):</u>	<u>Owner(s)</u>