

CLOUD SERVICES AGREEMENT

This Cloud Services Agreement (this “Agreement”) is between ORock Technologies, Inc., a Delaware corporation (“ORock”), and the entity executing this Agreement (“Customer”). This Agreement sets forth the terms and conditions that govern Orders placed by Customer for Services under this Agreement. All capitalized terms used herein shall have the meaning set forth in Appendix 1.

1. TERM OF AGREEMENT

This Agreement is valid for the Order(s) which this Agreement accompanies, unless terminated sooner as provided herein. Additionally, this Agreement will automatically terminate when the Service Periods for all Orders have ended. The agreement will remain valid for any extensions or modifications to the original order.

2. RIGHTS GRANTED

- 2.1. For the duration of the Services Period and subject to Customer’s payment obligations and other obligations set forth in this Agreement, and except as otherwise set forth in this Agreement or the Order(s), Customer has the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services selected in the Order(s), including anything developed by ORock and delivered to Customer as part of the Services subject to the terms of this Agreement, the Order(s), and the other Schedules referenced herein. Customer is responsible for Users’ compliance with this Agreement and the Order, as well as all User actions or inactions when using or accessing the Services.
- 2.2. Customer does not acquire under this Agreement any right or license to use the Services, including the ORock Software and ORock Infrastructure, in excess of the scope and/or duration of the Services stated in the Order(s) and the Service Descriptions. Upon the conclusion of the Services Period relating to the Services ordered, Customer’s right to access and use the Services will immediately terminate.
- 2.3. To enable ORock to provide Customer and Users with the Services, Customer grants ORock the right to use, process and transmit, as applicable, and in accordance with this Agreement and the Order(s), Customer-Controlled Infrastructure, Customer Hardware, Customer Content and Customer Applications for the duration of the Services Period plus any additional post-termination period during which ORock provides Customer with access to retrieve an export file of Customer Content and Customer Applications. If Customer Applications include third party Software, Customer acknowledges that ORock may allow providers of the third party Software to access the ORock Infrastructure, including Customer-Controlled Infrastructure, Customer Hardware, Customer Content and Customer Applications, as required for license compliance and/or the interoperation of such third party Software with the Services. ORock will not be, and Customer will be, responsible for any use, disclosure, modification or deletion of Customer-Controlled Infrastructure, Customer Content or Customer Applications resulting from any such access by third party Software providers or for the interoperability of such Customer Applications with the Services. Customer shall be responsible for third party Customer Applications providers’ compliance with the terms of this Agreement.
- 2.4. Customer acknowledges that ORock has no delivery obligation for ORock Software and will not ship copies of such programs to Customer as part of the Services.
- 2.5. Certain Services may contain or require the use of Separately Licensed Third Party Technology. Customer is responsible for complying with the Separate Terms specified by ORock that govern Customer’s use of Separately Licensed Third Party Technology. If an Order includes Separately Licensed Third Party Technology that requires Separate Terms, such Separate Terms will be set forth in the Order. ORock may provide certain notices to Customer in the Program

Documentation, readme or notice files in connection with such Separately Licensed Third Party Technology. The third party owner, author or provider of such Separately Licensed Third Party Technology retains all ownership and Intellectual Property rights in and to such Separately Licensed Third Party Technology.

- 2.6. As part of certain Services, ORock may provide Customer with access to Third Party Content within the ORock Infrastructure. The type and scope of any Third Party Content is defined in the Order(s). The Third Party owner, author or provider of such Third Party Content retains all ownership and Intellectual Property rights in and to that content, and Customer's rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

3. OWNERSHIP AND RESTRICTIONS

- 3.1. Customer retains all ownership and Intellectual Property rights in and to Customer Content, Customer Hardware, and Customer Applications, except as expressly provided herein. ORock or its licensors retain all ownership and Intellectual Property rights to the ORock Infrastructure, Services, including ORock Software and Ancillary Programs, Separately Licensed Third Party Technology, and derivative works thereof, and to anything developed or delivered by or on behalf of ORock under this Agreement.
- 3.2. Customer may not, or cause or permit others to:
 - a) remove or modify any program markings or any notice of ORock's or its licensors' proprietary rights;
 - b) make the programs or materials resulting from the Services (excluding Customer Content and Customer Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services Customer has acquired);
 - c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the ORock Infrastructure or the Services (the foregoing prohibition includes, but is not limited to, review of data structures or similar materials produced by programs), or access or use the ORock Infrastructure or Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to ORock;
 - d) perform or disclose any benchmark or performance tests of the Services, including the ORock Software;
 - e) perform or disclose any of the following security testing of the ORock Infrastructure or the Services without ORock's prior written consent: the ORock Assessment, network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing
- 3.3. The rights granted to Customer under this Agreement are also conditioned on the following:
 - a) except as expressly provided herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
 - b) Customer makes every reasonable effort to prevent unauthorized third parties from accessing the Services.

4. THE SERVICES

- 4.1. The Services are subject to and governed by the Service Descriptions applicable to the Services subscribed to in executed Order(s). At ORock's discretion, customer agrees to have a qualified

third party conduct an ORock Assessment for compliance with the Service Descriptions, of the Customer's intended use of the Services, including, but not limited to, any applicable Separately Licensed Third Party Technology which is licensed by Customer or any Third Party Software. Such ORock Assessment will be made pursuant to the terms set forth on Service Descriptions provided on the quote and accepted order. Customer acknowledges that use of the Services in a manner not consistent with the Service Descriptions on the Order may adversely affect Services performance and/or may result in additional fees. If the Services permit Customer to exceed the ordered quantity (e.g., limits on counts for Users, sessions, storage, compute, data transport, etc.), then Customer is responsible for promptly purchasing additional quantity to account for Customer's excess usage and will be billed by ORock accordingly. In the event that Customer has excess usage of the Services, ORock will require Customer to pay, in addition to the fees for the additional quantity, an excess usage fee as detailed on the Order, as applicable.

- 4.2. ORock may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) from time to time during the Services Period, including to reflect changes in technology, industry practices, governmental requirements, changes in applicable standards, patterns of system use, security, privacy, and availability of Third Party Content. The Service Descriptions are subject to change at ORock's discretion; however, ORock changes to the Service Descriptions will not result in a material reduction in the level of performance or availability of the applicable Services provided to Customer for the duration of the Services Period. ORock reserves the right to unilaterally modify service pricing in the event of material changes in service requirement costs resulting from industry or governmental regulatory changes.
- 4.3. The Order(s) will specify the Data Center Location in which the applicable Customer Hardware, Customer-Controlled Infrastructure, including, but not limited to any Customer Content, Separately Licensed Third Party Technology which is licensed by Customer, and Customer Applications will reside on the ORock Infrastructure. As described in the order, Service Descriptions and to the extent applicable to the Services that Customer has ordered, ORock will provide production, test, quality assurance, and backup systems within the Customer Environment. ORock and its Affiliates may perform certain aspects of Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.
- 4.4. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered, for any Services options offered by ORock for the original Services ordered and for any renewal or Auto Renewal of the Services Period of the original Order, and for any additional Services. Any additional Services ordered during the Services Period will be co-terminus with the Services on the original Order unless otherwise provided on the Order.
- 4.5. In the event that the Customer desires to utilize ORock's Federal Application Authorization Services ("FAAS"), Customer and ORock will enter into a separate Professional Services Agreement in the form attached hereto as Schedule A, which will define the services to be performed in one or more statements of work. ORock may also perform certain Services in accordance with the terms of other professional services agreements to be mutually agreed upon between Customer and ORock.

5. USE OF THE SERVICES

- 5.1. Customer is responsible for identifying and authenticating all Users, for approving access by such Users to the Services, Separately Licensed Third Party Technology and Customer Applications, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. Customer is also responsible for controlling against unauthorized access to Customer-Controlled Infrastructure, except to the extent such unauthorized access is caused directly by ORock's breach of its obligations under this

Agreement. Customer shall ensure that Customer-Controlled Infrastructure, Customer Hardware, Customer Content and Customer Applications are free from malware, including without limitation, viruses, trojan horses and worms, that could affect the Services, ORock Infrastructure, ORock Software or any ORock Customers. By associating Customer's and Users' usernames, passwords and accounts with ORock, Customer accepts responsibility for the timely and proper termination of User records in Customer's local (intranet) identity infrastructure or on Customer's local computers. Customer is responsible for any actions taken by their Users in the Customer-Controlled Infrastructure. ORock is not responsible for any harm caused by Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not confidentially maintained or were not terminated on a timely basis in Customer's local identity management infrastructure or Customer's local computers. Customer is responsible for all activities that occur under Customer's and Users' usernames, passwords or accounts or as a result of Customer's or Users' access to the Services, and Customer agrees to notify ORock immediately of any unauthorized use of the Services, Customer-Controlled Infrastructure, or Customer Applications.

- 5.2. Customer agrees not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Customer Content, Customer Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of Intellectual Property or other proprietary rights, or (f) otherwise violate applicable Laws. In addition to any other rights afforded to ORock under this Agreement, ORock reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. ORock shall have no liability to Customer in the event that ORock takes such action. Customer shall have sole responsibility for the obtaining appropriate consent for use, confidentiality, accuracy, quality, integrity, availability, legality, reliability, appropriateness and ownership, of all of Customer Content and Customer Applications. Customer agrees to defend, indemnify and hold ORock harmless from and against any claim arising out of a violation of Customer's obligations under this section.
- 5.3. Customer is required to accept all Patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services and the ORock Infrastructure, including for the ORock Software, as such Patches are generally released by ORock. Except for emergency or security-related maintenance activities, ORock will coordinate with its customers regarding the scheduling of application of Patches, where possible, based on ORock's next available standard maintenance window.
- 5.4. Customer agrees to promptly update, at its own expense, all Customer-Controlled Infrastructure, Customer Hardware, Customer Content and Customer Applications with all Patches that are generally released.

6. FEES AND TAXES

- 6.1. All fees payable to ORock are due net 30 from the invoice date on payment on any renewal is due on the date of such renewal. Once placed, the Order(s) is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement. Customer will pay any sales, value-added or other similar taxes imposed by applicable Law that ORock must pay based on the Services ordered by Customer, except for taxes based on ORock's income. Fees for Services listed in an Order are exclusive of taxes and expenses.
- 6.2. Customer understands that Customer may receive multiple invoices for the Services it ordered. Invoices will be submitted to Customer pursuant to ORock's invoicing policy.

- 6.3. Customer agrees and acknowledges that it has not relied on the future availability of any services, programs or updates in entering into the payment obligations in the Order(s); however, the preceding does not relieve ORock of its obligation during the Services Period to deliver Services that Customer has ordered per the terms of this Agreement.

7. SERVICES PERIOD; END OF SERVICES

- 7.1. Services provided under this Agreement shall be provided for the Services Period defined in the Order(s), unless earlier suspended or terminated in accordance with this Agreement or the Order. Unless stated otherwise in the Order, Services will Auto Renew for an additional one-year Services Period unless (i) Customer provides ORock with written notice no later than ninety (90) days prior to the end of the applicable Services Period of Customer's intention not to renew such Services.
- 7.2. Upon the end of the Services, Customer no longer has rights to access or use the Services, including the associated ORock Software and ORock Infrastructure; however, at Customer's request, and for a period of up to ninety (90) days after the end of the applicable Services or such later date as mutually agreed between the parties, ORock will make available to Customer, Customer Content and Customer Applications as existing in the ORock Infrastructure on the date of termination. Customer will continue to pay for the Services during such ninety (90) day period at the then current fees being charged to the Customer. At the end of such ninety (90) day period, and except as may be required by Law, ORock will delete or otherwise render inaccessible by Customer any of the Customer-Controlled Infrastructure, Customer Hardware, Customer Content and Customer Applications that remain in the ORock Infrastructure.
- 7.3. ORock may temporarily suspend Customer's or any User's password, account, and access to or use of the Services, including without limitation access and use of ORock Infrastructure, if ORock reasonably believes Customer or Users violate any provision within the 'Rights Granted,' 'Ownership and Restrictions,' 'Fees and Taxes,' 'Use of the Services,' or 'Export' sections of this Agreement, or if in ORock's good faith reasonable judgment, the Services, ORock Infrastructure or any component thereof violate any Law or are about to suffer or are suffering a significant threat to security or compliance of ORock or its Customers or the functionality of the ORock Infrastructure. ORock will make good faith reasonable efforts to provide notice, if practicable, to Customer of any such suspension, based on the nature of the circumstances giving rise to the suspension. ORock will use good faith reasonable efforts to re-establish the affected Services promptly after ORock determines, in its good faith reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, ORock will use good faith reasonable efforts to make available to Customer, the Customer Content and Customer Applications as existing in the ORock Infrastructure on the date of suspension, unless Customer's access to such Customer Content or Customer Applications pose a significant threat to the ORock Infrastructure, ORock or its customers, as determined in ORock's sole discretion. ORock shall not be liable for any such suspension of the Services, and Customer shall indemnify and hold ORock harmless for any allegation or claim arising out of or related to any such suspension of Services. ORock may terminate the Services under an Order if any of the foregoing causes of suspension is not cured within 30 days after ORock's initial notice thereof. Any suspension or termination by ORock under this paragraph shall not excuse Customer from Customer's obligation to make payment(s) under this Agreement.
- 7.4. ORock may terminate this Agreement and all Orders hereunder immediately if Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If ORock terminates the Agreement as specified in the preceding sentence, Customer must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses.

- 7.5. If either ORock or Customer breaches a material term of this Agreement and fails to correct the breach within 30 days of written notice of the breach, then the breaching party is in default and the non-breaching party may terminate the Order under which the breach occurred. If ORock terminates the Order as specified in the preceding sentence, Customer must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for nonpayment of fees or violation of Law, the non-breaching party may agree in its sole, but good faith reasonably exercised discretion to extend the 30-day period for so long as the breaching party continues good faith reasonable efforts to cure the breach. Customer agrees that if it is in default under this Agreement, Customer may not use those Services ordered. If this Agreement is terminated by Customer for any other reason, Customer will pay to ORock, on the date of termination, the total amount due for all Services ordered under the Agreement for the balance of the Services Period set forth in the Order or any renewal thereof.
- 7.6. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive including, but not limited to, Sections 3, 6, 7, 8, 11, 12, 15, 16, 18, 19, 20 and 21.
- 7.7. As part of the Services, ORock shall develop and upon Customer's approval, implement and perform all functions and services necessary to accomplish the successful transition to Customer as described in a transition plan ("Transition Plan") attached to or incorporated within the applicable Order (the "Transition Services"). ORock shall perform the Transition Services in accordance with the Transition Plan without causing a disruption to Customer's business. The Transition Plan shall include a Transition acceptance test for each Service that is transitioned that will ensure a complete and satisfactory transition of Services. ORock shall perform a post-transition review within thirty (30) days of the transition completion date to ensure stabilization of the transitioned environment. Any separate fees for the Transition Services shall be as set forth in the applicable Order.
- 7.8. During the period ORock is providing Transition Services, ORock shall maintain a "critical path analysis" for the particular transition project that will indicate the impact on the transition project time schedule and transition milestones based upon any occurrences of acts, omissions or breaches by ORock, Customer or third parties. ORock's critical path analysis shall be provided to and reviewed with Customer on at least a weekly basis and shall be presented to the management of Customer at each meeting during the particular transition project.
- 7.9. Certain Orders may require the transfer or management of equipment, facilities or third party contracts to ORock. All such transfers or management responsibilities will be identified in the particular Order and shall contain additional terms and conditions with respect to such assets, as applicable.

8. NONDISCLOSURE

- 8.1. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). The parties each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Customer Content, Customer Applications residing in the ORock Infrastructure, the specifications or other details of the ORock Infrastructure made available to Customer, all information clearly identified as confidential at the time of disclosure and all information that by its nature or the circumstances of its disclosure a reasonable person would conclude is confidential and/or proprietary. Other than Customer's use of the Cloud Services, Customer shall not provide any Personal Data (except business card information of Customer representatives), personally identifiable information, personal health information or other similar information to ORock.

- 8.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party, without the use of Confidential Information, as evidenced by written documentation.
- 8.3. The parties each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five (5) years from the termination of this Agreement; however, Customer's Confidential Information that resides within the Customer-Controlled Infrastructure shall not be available to ORock in unencrypted form, and ORock shall not itself provide any such Customer Content to a third party, except as directed by Customer as part of Customer's use of the Services. Each party may disclose Confidential Information only in connection with the Services and then only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. ORock will protect the confidentiality of Customer Content or Customer Applications residing in the ORock Infrastructure in accordance with the ORock security practices applicable to the Order(s).
- 8.4. Nothing shall prevent either party from disclosing any information, including Customer Content or Confidential Information under this Agreement as required by Law; provided, however, in the event of the foregoing, the disclosing party shall provide advance written notification to the non-disclosing party.

9. DATA PROTECTION AND SECURITY

- 9.1. In performing the Services, ORock will comply with the *ORock Services Privacy Policy*, which is available on the ORock website at www.orocktech.com/privacypolicy and incorporated herein by reference. The *ORock Services Privacy Policy* is subject to change at ORock's discretion; however, ORock policy changes will not result in a material reduction in the level of protection provided for Customer Content and Customer Applications provided during the Services Period of the Order(s).
- 9.2. ORock shall be responsible for maintaining the Services and the ORock Base Infrastructure in accordance with the following:
- a) The Cloud Services and the ORock Base Infrastructure have each been Validated as set forth in the ORock Assessment.
 - i. ORock will not materially reduce the overall level of controls identified in the ORock Assessment during the Services Period;
 - ii. ORock will provide the Customer access to the ORock Assessment; and
 - iii. Validation of each of the Cloud Services and the ORock Base Infrastructure demonstrates the Cloud Services and the ORock Base Infrastructure to be consistent with the NIST Framework for Improving Critical Infrastructure Cybersecurity.
- 9.3. Customer is responsible for the security of Customer-Controlled Infrastructure, the Customer Applications, and for compliance with all other policies and procedures set forth in the Procedures Manual related to data security set forth in the Agreement. As a condition to using the Customer-Controlled Infrastructure in connection with the Services or ORock Base Infrastructure, Customer must satisfy, as determined in ORock's sole discretion, the minimum requirements set forth in the Procedures Manual. Customer is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer's configuration and use of the Customer-Controlled Infrastructure, Customer Content and Customer Applications, including, but not limited to, any viruses, Trojan horses, worms or other programming routines contained in

Customer Content or Customer Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

9.4. ORock's Data Processing Terms for ORock Services (the "Data Processing Terms"), which is available at Schedule B and incorporated herein by reference, describes the parties' respective roles for the processing and control of Customer Content that Customer provides to ORock as part of the Services. ORock will act as a data processor and will act on Customer's instruction concerning the treatment of Customer Data residing in the ORock Infrastructure, including the Customer-Controlled Infrastructure, as specified in this Agreement, the Data Processing Terms and the applicable Order. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Services and ORock's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Customer Content.

9.5. COMPLIANCE WITH LAWS.

- a) All Services hereunder shall be performed by ORock in compliance with all Laws as they relate to delivery of the Services or ORock's business or operations, ("ORock Laws"). Without limitation to the foregoing, ORock shall reasonably cooperate with and assist Customer in complying with all Laws, including without limitation export Laws and import Laws of the United States and other countries, as applicable to Customer in connection with its receipt of the Services. Customer is responsible for complying with all Laws in connection with their use of the Cloud Services. Customer will conduct appropriate assessments, when combined with the ORock Assessment, will ensure that all Laws are met by Customer's use of the Services.
- b) The Services are designed to allow Customer to configure the Customer-Controlled Infrastructure, when combined with the ORock Base Infrastructure, to comply with Laws related to privacy and data security, including, but not limited to Gramm-Leach-Bliley Act of 1999 ("GLBA"), the Federal Information Security Management Act of 2002 ("FISMA"), and Massachusetts 201 CMR 17.00, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (collectively, "Privacy and Security Laws"). The Services are designed such that the Customer Content will be encrypted and ORock will not have access to the encryption keys; therefore, ORock will not have access to Customer Content and will not have the ability to take action relating to the Services necessary to implement the standards and requirements of HIPAA and regulations issued thereunder, any other Laws applicable to the exchange of health information by electronic means, GLBA, FISMA, and any other applicable Privacy and Security Laws regarding the privacy of information pertaining to individuals (collectively, Privacy and Security Compliance"). Except as set forth herein, Customer shall be responsible for all such Privacy and Security Compliance.
- c) If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") apply, ORock acknowledges that ORock may be a "school official" with "legitimate educational interests" in Customer Content, as those terms have been defined under FERPA and its implementing regulations, and ORock agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that ORock may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer will be responsible for obtaining any parental consent for any User's use of the Services that may be required by applicable Law and to convey notification on behalf of ORock to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Content in ORock's possession as may be required under applicable Law. If Customer is a "covered entity" or a "business associate" and includes "protected health information" (as each of those terms are defined in 45 CFR § 160.103) in Customer Content,

- Customer's Agreement includes execution of the HIPAA Business Associate Agreement ("BAA"), the full text of which identifies the Services to which it applies.
- d) Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of ORock's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify the legal department of ORock at legalcompliance@orocktech.com.
 - e) Federal Acquisition Regulation flowdowns, as applicable. See Schedule C.
- 9.6. If ORock becomes aware of any unlawful access to any Customer Content stored on ORock Infrastructure, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Content (each a "Security Incident"), ORock will (1) promptly notify Customer of the Security Incident, but in any event within seventy two (72) hours; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means ORock selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Services portal. ORock's obligation to report or respond to a Security Incident under this section is not an acknowledgement by ORock of any fault or liability with respect to the Security Incident.
- 9.7. ORock shall, upon Customer's direction or governmental order, permit applicable government authorities to audit Customer Content and the Services and ORock Infrastructure, to the extent either directly relates to Customer Content. Customer hereby agrees and consents to such access and audits, and Customer hereby waives any claims Customer now has or may have in the future against ORock relating directly to such government authorities' access and auditing of the Services, ORock Infrastructure and Customer Content. In lieu of any audit or assessment by Customer of the ORock Infrastructure, ORock will provide Customer and any regulator of Customer who so requires, access to the ORock Assessment, subject to ORock's reasonable security processes and requirements which may include coming to ORock's premises for review.
- 9.8. By purchasing the Services, Customer agrees to the Data Processing Terms set forth as Schedule B, and as may be revised from time to time in ORock's discretion.
- 9.9. As set forth above, the Services are designed to allow Customer to configure the Customer-Controlled Infrastructure and Customer Applications, when combined with the ORock Base Infrastructure, to keep all of Customer Content that is Nonpublic Personal Information (as defined in the GLBA) and the Interagency Guidelines Establishing Information Security Standards adopted by the federal regulators of depository institutions (the "Security Standards") confidential and will allow such maintenance and use of such information in accordance with applicable Laws, rules, and regulations, including but not limited to the GLBA. ORock acknowledges the importance of maintaining the security and integrity of Nonpublic Personal Information and agrees to take all steps reasonably necessary to provide Customer with the means to configure the Customer-Controlled Infrastructure to prevent the unauthorized disclosure or use of the Nonpublic Personal Information and to prevent the Nonpublic Personal Information from entering the public domain. ORock hereby represents and warrants that it is familiar with the Security Standards and agrees to provide Customer with the means to configure the Customer-Controlled Infrastructure to implement and maintain through the Services Period appropriate security measures designed to meet the objectives of the Security Standards, which include (i) ensuring the security and confidentiality of customers' Nonpublic Personal Information; (ii) protecting against anticipated threats and hazards to the security and integrity of such information; (iii) protecting against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customers; and (iv) ensuring the proper disposal of customers' Nonpublic Personal Information.

10. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 10.1. ORock warrants that it will perform Services in all material respects as described in the Service Description. If the Services provided to Customer were not performed as warranted, Customer must promptly provide written notice to ORock that describes the deficiency in the Services (including, as applicable, the service request number notifying ORock of the deficiency in the Services).
- 10.2. In the event that Customer places Customer Hardware in any of the Customer-Controlled Infrastructure, the warranties contained in this Agreement shall be invalid, the Data and Security Provisions set forth in Section 9 will be inapplicable, the Service Level Agreement, or SLAs, set forth in Schedule D will be inapplicable, and the Support Agreement set forth in Schedule E will be inapplicable, and ORock will not provide any indemnification related to the Customer Hardware or ORock Infrastructure.
- 10.3. ORock does not guarantee that (a) the Services will be performed error-free or uninterrupted, or that ORock will correct all Services errors, (b) the Services will operate in combination with Customer Content or Customer Applications, or with any other hardware, software, systems or data not provided by ORock, (c) the Services will meet Customer's Requirements, specifications or expectations and (d) the functionality or security of Customer-Controlled Infrastructure. Customer acknowledges that ORock does not control the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. ORock is not responsible for any delays, delivery failures, or other damage resulting from such problems. ORock is not responsible for any issues related to the performance, operation or security of the Services that arise from Customer Content, Customer Applications or Third Party Content. ORock does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of Third Party Content or Separately Licensed Third Party Technology, and disclaims all liabilities arising from or related to Third Party Content and Separately Licensed Third Party Technology.
- 10.4. For any breach of the Services warranty, Customer's exclusive remedy and ORock's entire liability shall be the correction of the deficient Services that caused the breach of warranty, or, if ORock cannot substantially correct the deficiency in a commercially reasonable manner, Customer may end the deficient Services and ORock will refund to Customer the fees for the terminated Services that Customer pre-paid to ORock for the period following the effective date of termination.
- 10.5. To the extent not prohibited by Law, these warranties are exclusive and there are no other express or implied warranties or conditions, including, but not limited, for software, hardware, systems, networks or environments or for merchantability, satisfactory quality, non-infringement, quiet enjoyment, fitness for a particular purpose or any warranties arising out of any course of dealing or usage of trade.
- 10.6. In the event of "Spillage" (as defined by NIST Special Publication 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations and delineated in Appendix 1 hereto) caused by an ORock customer, any cost incurred by ORock to mitigate damage and to completely repair the Spillage will be invoiced to the Customer. The cost includes but is not limited to labor cost required to respond to the event and repair the damage, hardware and software replacement cost, and any applicable indirect costs. The hourly rate for the Spillage services will not exceed \$300/hour.

11. LIMITATION OF LIABILITY

Neither ORock nor its Affiliates will be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of revenue or profits, data, or data use, even if a party has been advised of the possibility of such damages. Further, neither ORock nor any of its Affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) Customer's inability to use the Services, including as a result of any (i) termination or suspension of this Agreement or Customer's use of or access to the Services, (ii) ORock's discontinuation of any or all of the Services, or, (iii) without limiting any obligations under the SLA, any unanticipated or unscheduled downtime of all or a portion of the Services for any reason, including as a result of power outages, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; or (c) Customer-Controlled Infrastructure. ORock's maximum liability for all damages arising out of or related to this agreement and the Order(s), whether in contract or tort, or otherwise, shall in no event exceed, in the aggregate, the total amounts actually paid to ORock for the specific Services under the Order that is the subject of the claim in the six (6) month period immediately preceding the event giving rise to such claim less any refunds or credits received by Customer from ORock under such Order.

12. INDEMNIFICATION

12.1. Indemnification by ORock. Unless prohibited by applicable Law, ORock shall indemnify, defend and pay for any third party damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") awarded by a court of competent jurisdiction or agreed to in a settlement arising from or related to a third party's claim that the Services, ORock Software or ORock Base Infrastructure infringes, misappropriates or otherwise violates the third party's US patents or copyrights (collectively "Intellectual Property Rights"). The foregoing indemnification is contingent upon Customer (i) notifying ORock promptly in writing, not later than 30 days after Customer receives notice of the claim (or sooner if required by applicable Law); (ii) giving ORock sole control of the defense and any settlement negotiations; and (iii) giving ORock the information, authority and assistance ORock needs to defend against or settle the claim.

12.2. Indemnification Exclusions. Notwithstanding anything to the contrary in this Agreement, ORock shall not indemnify, defend or hold Customer harmless from or against Losses, to the extent the Losses arise from or relate to (i) Customer configuration of Customer-Controlled Infrastructure; (ii) Customer's alterations or unauthorized use of the Services, ORock Software or ORock Base Infrastructure; (iii) Customer using a version of the Services, ORock Software or ORock Base Infrastructure which has been superseded, if the Losses could have been avoided by using an unaltered current version which was made available to Customer, (iv) Customer continuing to use the applicable Services, ORock Software or ORock Infrastructure after the end of the license, or (v) Customer Hardware, Customer Content, or Customer Applications. ORock will not indemnify Customer for any portion of an infringement claim that is based upon the combination of the Services, ORock Software or ORock Infrastructure with any products or services not provided by ORock, including without limitation the Customer-Controlled Infrastructure, Customer Applications, Separately Licensed Third Party Technology, and Customer Hardware. ORock will not indemnify Customer to the extent that an infringement claim is based on Customer Content, Third Party Content or any other material from a third party portal or other external source that is accessible to Customer within or from the Services. ORock will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services, ORock Software or ORock Infrastructure as delivered to Customer and used in accordance with the terms of this Agreement would not otherwise infringe any third party Intellectual Property rights. ORock will not indemnify Customer for any Intellectual Property infringement claim(s) known to Customer at the time Customer's rights to Services, ORock Software or ORock Infrastructure are obtained.

12.3. Infringement Claims. If ORock believes or it is determined that the Services, ORock Software or ORock Infrastructure or any part thereof may have violated a third party's Intellectual Property Rights, ORock may choose to either modify the Services, ORock Software or ORock Infrastructure to be non-infringing (while substantially preserving its utility or functionality) or

obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ORock may end the license for, and require Customer to cease use of, in whole or in part, the Services, ORock Software and/or ORock Infrastructure and refund any unused, prepaid fees Customer may have paid to ORock for such Services, ORock Software and/or ORock Infrastructure. If such action materially affects ORock's ability to meet its obligations under the relevant Order, then ORock may, at its option and upon 60 days prior written notice, terminate or modify the Order.

- 12.4. Indemnification by Customer. Unless prohibited by applicable Law, Customer will defend, indemnify and hold ORock harmless from and against all Losses arising from or relating to (i) Customer's or a User's use of the Services; (ii) Customer's or a User's breach or violation the terms of this Agreement or any provision of applicable Law; and (iii) Customer-Controlled Infrastructure, Customer Content, Customer Hardware or Customer Applications.
- 12.5. This Section 12 provides Customer's exclusive remedy for any claims or damages related to ORock's alleged infringement, misappropriation or other violation of a third-party Intellectual Property right.

13. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

- 13.1. The Services may enable Customer to link to, transmit Customer Content to, or otherwise access, other web sites, content, products, services, and information of third parties. Customer acknowledges and agrees that ORock does not control and is not responsible for such web sites or any such content, products, services and information accessible from or provided through the Services, and Customer bears all risks associated with access to and use of such websites and Third Party Content, products, services and information.
- 13.2. Any Third Party Content made accessible by ORock in or through the ORock infrastructure or Services is provided on an "as-is" and "as available" basis without any warranty or any kind, and ORock hereby disclaims all warranties, whether express or implied, relating to Third Party Content. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and Customer acknowledges that ORock is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, ORock reserves the right to take remedial action if any such content violates applicable restrictions under this Agreement, including the removal of, or disablement of access to, such content.
- 13.3. Customer acknowledges that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. ORock may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by ORock in its sole discretion, ORock may cease providing access to the affected Third Party Content or Third Party Services without any liability to Customer. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Customer's obligations under this Agreement or the applicable Order, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

14. SERVICES TOOLS AND ANCILLARY PROGRAMS

- 14.1. ORock may use Tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Customer's service requests. The Tools will not collect or store any of Customer Content or Customer Applications residing in the ORock

Infrastructure, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Customer Content and Customer Applications) may also be used to assist in managing ORock's product and service portfolio, to help ORock address deficiencies in its product and service offerings, and for license and Services management. Customer hereby grants ORock the right to use Customer Content and related metadata for the purposes identified above, the purposes identified in Section 15 below and for any related purpose. For purposes of this paragraph, ORock will use Customer Content and related metadata in an aggregated form.

- 14.2. As part of the Services, ORock may provide Customer with on-line access to download certain Ancillary Programs for use with the Services. If ORock does not specify Separate Terms for such Ancillary Programs, Customer shall have a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Programs solely to facilitate Customer's access to, operation of, and/or use of the Services, subject to the terms of this Agreement and the Order(s). Customer's right to use such Ancillary Programs will terminate upon the earlier of ORock's notice (which may be through posting on the portal), the end of the Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

15. SERVICE ANALYSES

ORock may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the ORock Infrastructure in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). ORock may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer Content or Confidential Information in a form that could serve to identify Customer or any individual. ORock retains all Intellectual Property rights in Service Analyses.

16. EXPORT

Export Laws and regulations of the United States and any other relevant local export Laws and regulations apply to the Services. Customer agrees that such export Laws govern Customer's use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Customer agrees to comply with all such export sanctions, Laws and regulations including the International Traffic in Arms Regulations, and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end users or end users and "deemed export" and "deemed re-export" regulations. Customer agrees that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these Laws, or will be used for any purpose prohibited by these Laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

17. FORCE MAJEURE

Neither of Customer nor ORock shall be responsible for failure or delay of performance if caused by: an act of war, terrorism, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); strike or labor dispute; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either Customer or ORock may cancel unperformed Services and affected Orders upon written notice unless the other party has acted in good faith to mitigate or correct such force majeure event. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for the Services.

18. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural Laws of the State of Virginia. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration exclusively in Fairfax County, Virginia before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Either party may commence arbitration by providing to JAMS and the other party a written request for arbitration, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting an arbitrator from the JAMS panel of neutrals with legal and technology experience and in scheduling the arbitration proceedings. The parties agree to abide by and perform any award rendered by the arbitrator. The arbitrator shall issue the award in writing and therein state the essential findings and conclusions on which the award is based. The results of the arbitration shall be final and binding on the parties. Any arbitration award may be entered in any court in Fairfax County, Virginia. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration or other equitable relief which remedies and relief shall be sought exclusively from the courts of Fairfax County, Virginia. The Uniform Computer Information Transactions Act does not apply to this Agreement or to Orders placed under it.

19. NOTICE

- 19.1. Any notice required under this Agreement shall be provided to the other party in writing. If Customer has a dispute with ORock or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: ORock Technologies, Inc., 11921 Freedom Dr., Suite 1180, Reston, VA 20190; Attention: Contract Administrator.
- 19.2. To request the termination of Services in accordance with this Agreement, Customer must submit a service request to ORock at the address specified in the Order(s).
- 19.3. ORock may give notices applicable to ORock's Services customer base by means of a general notice on the ORock portal for the Services, and notices specific to Customer by electronic mail to Customer's e-mail address on record in ORock's account information or by written communication sent by first class mail or pre-paid post to Customer's address on record in ORock's account information. Customer agrees that it is solely responsible for maintaining accurate and up-to-date contact information on record with ORock.

20. ASSIGNMENT

Customer may not assign, directly or by operation of Law, this Agreement or give or transfer the Services (including the ORock Software) or an interest in them to another individual or entity without the prior written approval of ORock. Any attempted assignment in violation of the foregoing shall be void. The foregoing shall not be construed to limit the rights Customer may otherwise have with respect to Separately Licensed Third Party Technology licensed under open source or similar license terms. Notwithstanding the foregoing, either party may assign this Agreement in the event of a merger, sale of substantially all of the stock, assets or business, or other reorganization involving the assigning party in which the assigning party is not the surviving entity, and the other party's prior written consent shall not be required in such instance. Without limiting the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

21. OTHER

- 21.1. ORock may modify this Agreement (including without limitation any documents referenced herein) at any time by posting a revised version on the Services portal or by otherwise notifying Customer in accordance with the notice provisions in this Agreement; provided, however, that ORock will provide at least 90 days' advance notice for adverse changes to any SLA. Subject to the 90-day advance notice requirement with respect to adverse changes to an SLA, the modified terms will become effective upon posting or, if ORock notifies Customer by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms. It is Customer's responsibility to check the Services portal regularly for modifications to this Agreement. ORock last modified this Agreement on the date listed at the end of this Agreement.
- 21.2. ORock is an independent contractor and the parties agree that no partnership, joint venture, or agency relationship exists between ORock and Customer. Each party will be responsible for paying our own employees, including employment related taxes and insurance. Customer shall defend and indemnify ORock against liability arising under any applicable Laws, ordinances or regulations related to Customer's termination or modification of the employment of any of Customer's employees in connection with any Services under this Agreement. Customer understands that ORock's business partners, including any third party firms retained by Customer to provide consulting services or applications that interact with the Services, are independent of ORock and are not ORock's agents. ORock is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an ORock subcontractor

on an engagement ordered under this Agreement and, if so, then only to the same extent as ORock would be responsible for ORock resources under this Agreement.

- 21.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- 21.4. Except for actions for nonpayment or breach of ORock's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued
- 21.5. Customer shall obtain at Customer's sole expense any rights and consents from third parties necessary for Customer Content, Customer Applications, and Third Party Content, as well as other vendor's products provided by Customer that Customer uses with the Services, including such rights and consents as necessary for ORock to perform the Services under this Agreement.
- 21.6. Customer agrees to provide ORock with all information, access and full good faith cooperation reasonably necessary to enable ORock to provide the Services and Customer will perform the actions identified in the Procedures Manual.
- 21.7. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Services. Customer is responsible for making ORock aware of any technical requirements that result from Customer's regulatory obligations prior to entering into an Order governed by this Agreement. ORock will cooperate with Customer's efforts to determine whether use of the standard ORock Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by ORock or changes to the Services.
- 21.8. ORock may audit Customer's use of the Services (e.g., through use of software tools) to assess whether Customer's use of the Services is in accordance with the Order(s). Customer agrees to cooperate with ORock's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within 30 days of written notification any fees applicable to Customer's or Users' use of the Services in excess of Customer's rights. If Customer does not pay, ORock can end or suspend Customer's Services and/or the Order(s). Customer agrees that ORock shall not be responsible for any of Customer's costs incurred in cooperating with the audit.
- 21.9. The purchase of Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other Order. Customer understands that Customer may purchase Services, Professional Services, or other service offerings, programs or products independently of any other Order. Customer's obligation to pay under any Order is not contingent on performance of any other service offerings or delivery of programs or products.
- 21.10. Customer agrees that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Order, is the complete Agreement for the Services ordered by Customer and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.
- 21.11. It is expressly agreed that the terms of this Agreement and any ORock Order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-ORock document and no terms included in any such purchase order, portal, or other non-ORock document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an Order and the Agreement, the Agreement shall take precedence. No third party beneficiary relationships are created by this Agreement. The failure by ORock to enforce any provision of this Agreement

will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by ORock must be in writing to be effective.

Please visit the ORock Technologies web site for the following additional documentation:

- Schedule A – Professional Services Agreement - www.rocktech.com/csa/psa
- Schedule B – Data Processing Terms - www.rocktech.com/csa/dpt
- Schedule C – FAR Flowdowns
- Schedule D – Service Level Agreement - www.rocktech.com/csa/sla
- Schedule E – Support Agreement - www.rocktech.com/csa/sa

APPENDIX 1

AGREEMENT DEFINITIONS

“**Affiliate**” means, with respect to any Person (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person (ii) any officer, director, manager, member or trustee of such Person, or (iii) any Person who is an officer, director, manager, member or trustee of any Person described in clauses (i) or (ii) of this sentence. For purposes of this definition, the terms "controlling," "controlled by," or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least 50% of the directors, managers, or persons exercising similar authority with respect to such Person or entities.

“**Ancillary Program**” means any Software agent or tool owned or licensed by ORock that ORock makes available to Customer for use or download as part of the Services for purposes of facilitating Customer’s access to, operation of, and/or use with, the ORock Infrastructure. The term “Ancillary Program” does not include Separately Licensed Third Party Technology.

“**APIs**” has the meaning set forth in Section 13.3.

“**Auto Renew**” or “**Auto Renewal**” is the process by which the Services Period under an Order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the Order or this Agreement.

“**BAA**” has the meaning set forth in Section 9.5(c).

“**Confidential Information**” has the meaning set forth in Section 8.1.

“**Cloud Services**” means, collectively all ORock Cloud Services as specified on customer quote and Order, The term “Cloud Services” does not include Professional Services.

“**Customer Applications**” means all Software, including, but not limited to, Third Party Software that Customer or Users provide, load onto, or create using, any Services. Services under this Agreement, including ORock Software, ORock Base Infrastructure, ORock Intellectual Property, are not included in the definition of “Customer Applications.”

“**Customer Content**” means all Customer Data and any additional data and information provided by third parties.

“**Customer-Controlled Infrastructure**” means the ORock Infrastructure that is provided to Customer as a part of Autonomous Cloud and/or other Cloud Services that allows Customer, as a feature of the Services, to configure or otherwise implement changes to the ORock Infrastructure for Customer’s purposes only, as set forth in the Procedures Manual.

“**Customer Data**” means all data and information (other than Software), whether held by Customer or Customer’s Affiliates, including all of Customer’s and its Affiliates’ Confidential Information, whether in written or electronic form, submitted to ORock by Customer or any of Customer’s Affiliates, or obtained, developed or produced by ORock in connection with the Services or otherwise reside in, or run on or through, or are used on the ORock Infrastructure, including, without limitation, information relating to Customer’s, or any of Customer’s Affiliate’s, underwriting information, process and methods, Customer Data, financial data, suppliers, employees, technology, operations, facilities, consumer markets, text, files, images, graphics, illustrations, audio, video, photographs, products, capacities, systems, procedures, security practices, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter and other proprietary information. Customer Data includes, any data derived from data created as a result of the Services, and any data that is produced as a result of calculations using, in

whole or in part, Customer Data.

“Customer Hardware” means any Infrastructure provided by Customer to be placed in an ORock facility as part of the Customer-Controlled Infrastructure that is not otherwise approved in writing by ORock and in advance of installation.

“Data Center Location” refers to the physical location (s) of the ORock Infrastructure ordered by Customer. The Data Center Location applicable to the Services is set forth in the Order(s).

“Data Processing Terms” has the meaning set forth in Section 9.4.

“Environment” means the ORock Base Infrastructure and the Customer-Controlled Infrastructure that the Customer has ordered pursuant to the terms of an Order.

“FAAS” has the meaning set forth in Section 4.5.

“FAR” means the Federal Acquisition Regulations.

“FedRamp” means the Federal Risk and Authorization Management Program.

“FERPA” has the meaning set forth in Section 9.5(c).

“FISMA” has the meaning set forth in Section 9.5(b).

“Framework for Improving Critical Infrastructure Cybersecurity” means the Framework for Improving Critical Infrastructure Cybersecurity Version 1.0 issued by NIST pursuant to Executive Order 13636, as such Framework may be amended during the Services Period.

“GLBA” means Title V of the Gramm-Leach-Bliley Act of 1999 and the various regulations promulgated thereunder by the federal and state regulators of financial institutions.

“HIPAA” has the meaning set forth in Section 9.5(b).

“Infrastructure” means the core physical or hardware-based resources and components, including all information technology infrastructure devices, equipment and technologies, that comprise a data center. Infrastructure includes, as applicable, servers, computers, routers, switches, firewalls, biometric security systems, storage area network (SAN), flash storage, backup/tape storage, data center management software and related software. Infrastructure also includes non-computing resources, such as: power and cooling devices, air conditioners or generators, physical server racks and chassis, cables, and internet networking connection devices and entry points.

“Intellectual Property” means any and all Intellectual Property rights existing under any law or regulations, including without limitation patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, other proprietary rights, and applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor’s certificates) anywhere in the world, including, without limitation, any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the Laws of the United States, or of any other country.

“Laws” means all applicable Laws (including common law), statutes, codes, rules or regulations, reporting requirements, ordinances, order, decree, judgment, consent decree, settlement agreement, or other pronouncement having the effect of law of the United States, any foreign country, or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any

governmental or regulatory authority, or the NYSE or other self-regulatory authority, including, without limitation, HIPAA, GLBA, any other applicable Laws or regulations regarding the privacy of individuals' information, the Foreign Corrupt Practices Act of 1977 ("FCPA"), immigration Laws, and import and export Laws.

"Losses" has the meaning set forth in Section 12.1.

"NIST" means National Institute of Standards and Technology.

"NIST 800-53" means NIST Special Publication 800-53 Revision 4.

"Order" or **"Order(s)"** means the order or multiple orders for Services as set forth in a quote and executed by the applicable parties.

"ORock Assessment" means the assessment for certain Services described in the Service Descriptions set forth in the statement of work and/or Order.

"ORock Base Infrastructure" means the ORock Infrastructure that is not Customer-Controlled Infrastructure. For all Services purchased under FedRamp, there is no Customer-Controlled Infrastructure.

"ORock Infrastructure" means the Infrastructure that ORock uses to provide the Services to Customer. ORock Software, Third Party Content, Customer-Controlled Infrastructure, Customer Content and Customer Applications may be hosted in the ORock Infrastructure.

"ORock Laws" has the meaning set forth in Section 9.6(a).

"ORock Software" refers to the Software owned or licensed by ORock, and to which ORock grants Customer access as part of the Services, including Program Documentation, and any Software updates provided as part of the Services. The term "ORock Software" does not include Separately Licensed Third Party Technology.

"Patches" has the meaning set forth in Section 5.3.

"Person" means any individual, Company (whether general or limited), limited liability company, corporation, trust, estate, association, nominee, or other entity.

"Personal Data" means, unless otherwise defined under and international, federal or state Privacy or Data Security Law, any data about an individual maintained by ORock, including (1) any data that can be used to distinguish, identify, or trace an individual, directly or indirectly, by reference to that data such as, but not limited to: (i) name; (ii) identification number (including a social security number); (iii) date and place of birth; (iv) the name of the individual's parent or other family members; (v) biometric records; (vi) location data the individual or the individual's family; (vii) online identifier, including persistent identifiers that can be used to recognize a user over time and across different websites or online services; (viii) any other data, alone or combined with other information, that is linked or linkable to an individual, such as but not limited to medical, financial, educations, and employment data; or (ix) any data specific to the physical, physiological, genetic, mental, economic, culture or social identity of the individual. The term "Personal Data" includes (i) data: created or received by a health care provider, health plan, employer or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual and (ii) provided by an individual to a financial institution, resulting from any financial transaction or financial service with an individual or otherwise obtained by a financial institution.

"Privacy and Security Compliance" has the meaning set forth in Section 9.5(b).

"Privacy and Security Laws" has the meaning set forth in Section 9.5(b).

"Procedures Manual" means the documentation provided to customers related to the operation of the Cloud Services.

“Professional Services” means, collectively, the consulting and other professional Services which Customer has ordered. Professional Services will be subject to a separate agreement between ORock and Customer. The term “Professional Services” does not include Cloud Services.

“Program Documentation” refers to the program user manuals for the ORock Services and ORock Software for applicable Services, as well as any help windows and readme files for such ORock Software that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the ORock Services and ORock Software.

“Security Incident” has the meaning set forth in Section 9.6.

“Security Standards” has the meaning set forth in Section 9.9.

“Separate Terms” refers to separate license terms that are specified in the Order, readme or notice files, or otherwise specified by ORock and that apply to Separately Licensed Third Party Technology.

“Separately Licensed Third Party Technology” refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement, and which may include, without limitation, open source Software. Customer Hardware may be Separately Licensed Third Party Technology.

“Services” means, collectively, the Cloud Services implementation, training, support and other Services related to delivery of the Services that Customer has ordered and that ORock is obligated to provide pursuant to this Agreement.

“Service Analyses” has the meaning set forth in Section 15.

“Service Descriptions” means the descriptions that are applicable to the Services under the Order(s) and other descriptions referenced or incorporated in such descriptions as set forth in a statement of work and/or Order.

“Service Level Agreement” or “SLA” means the Service Level Agreement set forth on Schedule D.

“Support Agreement” means the Support Agreement attached hereto as Schedule E.

“Services Period” refers to the period of time for which Customer ordered Services as specified in the Order(s).

“Software” means any applications, operating systems, tools, utility programs, communications software, computer software languages, interfaces and any other computer programs (i.e., any set of statements or instructions, whether or not in a machine readable medium, to be used directly or indirectly in a computer in order to bring about a certain task or result), and documentation and supporting materials relating thereto, in whatever form or media, together with all corrections, improvements, modifications, updates, and new releases thereof.

“Spillage” NIST Special Publication 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations defines “Spillage” as: Information Spillage refers to instances where either classified or sensitive information is inadvertently placed on information systems that are not authorized to process such information. Such information spills often occur when information that is initially thought to be of lower sensitivity is transmitted to an information system and then is subsequently determined to be of higher sensitivity. At that point, corrective action is required. The nature of the organizational response is generally based upon the degree of sensitivity of the spilled information (e.g., security category or classification level), the security capabilities of the information system, the specific nature of contaminated storage media, and the access authorizations (e.g., security clearances) of individuals with authorized access to the contaminated system.

“Third Party Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of ORock and made available to Customer through, within, or in conjunction with Customer’s use of, the Services. Examples of Third Party Content include data feeds, RSS feeds from blog posts, and data libraries and

dictionaries. Third Party Content does not include Separately Licensed Third Party Technology.

“**Third Party Services**” has the meaning set forth in Section 13.3.

“**Tools**” has the meaning set forth in Section 14.1.

“**Users**” means those employees, contractors, and end users, as applicable, authorized by Customer or on Customer’s behalf to use the Services in accordance with this Agreement and the Order(s).

“**Validated**” means that ORock has engaged an independent third party to assess the effectiveness of controls to the applicable NIST 800-53 controls listed in the ORock Assessment.