Universal Design Platform as a Service (UDPaaS)
Master Subscription Agreement
Contract Ref. Number:

I. Policy Overview

This is a legal Agreement between you and eTRANSERVICES Corp., regarding Your use of the UDPaaS Platform/Software as a Service. The core of UDPaaS is the SmartSimple platform that is licensed to and operated by eTRANSERVICES Corp. Your use of UDPaaS and or its No Code / Low Code applications or services available is subject to (a) all applicable federal laws and regulations, (b) Federal Risk and Authorization Management Program (FedRAMP) requirements, and (c) to this Agreement, including any future modifications (collectively, the "Agreement"), even if you or your Agency have another agreement in place with eTRANSERVICES. By accessing or using the Platform, its applications or services, whether online or through a mobile app, you acknowledge that You have read and understood this Agreement and agree to be bound by its terms and conditions. As long as you comply with this Agreement, eTRANSERVICES grants you a non-exclusive, non-transferable, limited right to enter and use UDPaaS or its applications. This Agreement governs Your subscription and use of our platform, applications, or services.

II. Platform Content

The UDPaaS Platform, user interfaces, visual interfaces, trademarks, logos, symbols, software, scripting, and computer code (collectively, "Content") is owned, controlled, or licensed by or to eTRANSERVICES and is protected by U.S. and international copyright, patent, trademark, and other applicable laws. Unless expressly authorized by eTRANSERVICES (through this Agreement or otherwise) or otherwise permitted by law, no part of the Platform and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including "mirroring") to any other computer, server, website, or other medium for publication or distribution or for any commercial enterprise, without eTRANSERVICES' express prior written consent.

BY USING THE PLATFORM, ITS APPLICATIONS or SERVICES or ACCEPTING THIS AGREEMENT, BY EXECUTING A CONTRACT/TASK ORDER (i.e., ORDER FORM) THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A GOVERNMENT AGENCY OR OTHER GOVERNMENT ENTITY AUTHORIZED TO USE A FEDRAMP APPROVED CLOUD ENVIRONMENT. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor. In addition, you shall not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

1. Definitions

"**Affiliate**" means a related company or a subsidiary.

"**Agreement**" means this Master Subscription Agreement.

"**Beta Services**" means UDPaaS services or functionality that may be made available to Client to try at its option at no additional charge, which is designated as beta, pilot, limited release, developer preview,

non-production, evaluation, or by a similar description.

"Content" means information owned, licensed or obtained by UDPaaS from publicly available sources or third-party content providers and made available to Client through the Services, Beta Services or according to a contract or Order Form, as more fully described in the Documentation.

"Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the Contract becomes effective by written acceptance or performance; and bilateral Contract modifications.

"Contracting Officer" means a person with authority to enter into, administer, modify, and terminate contracts and make related determinations and findings.

"Data Processing Regulations" means all United States (U.S.) directives and regulations mandated by FedRAMP for the processing of government and personal data under this Agreement.

"Documentation" means the applicable Service's Trust and Compliance Documentation, currently consisting of, but not limited to, UDPaaS' FedRAMP Authorization Package Documentation, Administrator Guide, and its Operational Policies, and their usage guides and policies, as updated from time to time, are available from UDPaaS. Additional documents may be made available from time to time.

"FedRAMP" The Federal Risk and Authorization Management Program is a U.S. government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. In 2011, the Office of Management and Budget released a memorandum establishing the Federal Risk and Authorization Program "to provide a cost-effective, risk-based approach for the adoption and use of cloud services to Executive departments and agencies".

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Monthly Uptime Percentage**" is calculated by dividing the difference between the total number of minutes in the monthly measurement period and any Unavailability in the measurement period, by the total number of minutes in the measurement period, the product of which is then multiplied by 100 to achieve a percentage. Monthly Uptime Percentage is calculated for each UDPaaS Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Non-UDPaaS Application" means a Web-based, mobile, offline or other software application functionality that is provided by You or a third-party and interoperates with a Service, including, for example, an application that is developed by or for You, or is identified as on the UDPaaS website.

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder a Contract that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Purchased Services" means Services that You or Your Affiliate purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the products and services that are ordered by You under an Order Form or provided to You under a free trial, and made available online by Us, including associated UDPaaS offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-UDPaaS Applications.

A "**Service Credit**" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

"**Unavailable**" and "**Unavailability**" expressly exclude outage periods consisting of the following:

▪ A failure or degradation of performance or malfunction resulting from scripts, data, applications,

equipment, infrastructure, software, penetration testing, performance testing, or monitoring agents directed or provided or performed by you;

▪ Planned outages, scheduled and announced maintenance or maintenance windows, or outages initiated by eTRANSERVICES at the request or direction of Client for maintenance, activation of configurations, backups or other purposes that require the service to be temporarily taken offline;

▪ Unavailability of management, auxiliary or administration services, including administration tools, reporting services, utilities, third party software components not within the sole control of eTRANSERVICES, or other services supporting core transaction processing;

▪ Outages occurring as a result of any actions or omissions taken by eTRANSERVICES at the request or direction of you or those required to enhance FedRAMP security controls;

▪ Outages resulting from your equipment, third party equipment or software components not within the sole control of eTRANSERVICES;

▪ Events resulting from an interruption or shut down of the services due to circumstances reasonably believed by eTRANSERVICES to be a significant threat to the normal operation of the services, the operating infrastructure, the facility from which the services are provided, access to, or the integrity of your data;

▪ Outages due to system administration, commands, or file transfers performed by Client User or representatives;

▪ Outages due to denial-of-service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of God, acts of civil disobedience, acts of war, terrorism, hostility, acts against parties (including carriers and eTRANSERVICES' other vendors), and other force majeure events;

▪ Inability to access the services or outages caused by your conduct, including negligence or breach of your material obligations under the Agreement, or by other circumstances outside of eTRANSERVICES' control;

▪ Lack of availability or untimely response time of you to respond to incidents that require your participation for source identification and/or resolution, including meeting your responsibilities for any services;

▪ Outages caused by failures or fluctuations in electrical, connectivity, internet network or telecommunications equipment or lines due to your conduct or any circumstances outside of eTRANSERVICES' control.

"**User or User Subscription**" means an individual account that is authorized by You to use a contracted and Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third-parties with which You transact business. You are billed for the total number of user subscriptions contracted or purchased, even if you do not use all of your subscriptions. [For example, You will be billed for the total number of subscriptions purchased, therefore, if You purchased 50 user subscriptions but only 49 are assigned to a user, you will still pay for all 50 subscriptions.] **NOTE:** You will not be charged for any User Subscriptions in which the account has been designated "No Access." If the user with the "No Access" subscription rejoins the organization, the subscription will become billable and added to the contracted user subscription quantity.

"**We**," "**Us**" or "**Our**" means the UDPaaS described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity which have signed Order Forms.

"**Your Data**" means electronic data and information submitted by or for Client to the Services, excluding Content and Non- UDPaaS Applications.

2. Free Trial

If You register on Our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s), or (c) termination by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE APPLICABLE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), DURING THE FREE TRIAL, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the applicable Service's Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. Our Responsibilities

3.1 Provision of Purchased Services.

eTRANSERVICES or its Affiliates will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable UDPaaS support for the Services to You at no additional charge, and/or upgraded support if purchased/contracted, (c) use reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice as provided), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-UDPaaS Application, or denial of service attack.

3.2 Protection of Your Data.

We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity and availability of Your Data, as described in this Agreement. Those safeguards will include, but will not be limited to, implementing technical and organizational security measures as required by the FedRAMP, and laid out in the most recent version of our "FedRAMP Security Package Documentation"; measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

3.3 Hosting Locations.

eTRANSERVICES or its affiliates will host in the United States at the below regions.

Client Location	Production Region	Back-up Region

	United States	ORock Technologies Datacenter [U.S. East (North Virginia)]	ORock Technologies Data Center [U.S. West]

3.4   Hosting Service Level Agreement

The Service Level Agreement for the hosting environment is provided under the ORock FAAS program
https://go.orocktech.com/ORockScheduleD

3.5   Platform and SaaS Level Agreement

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding professional services or other one-time fees) for UDPaaS Cloud Services, during the affected monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Service Commitment: Monthly Uptime Percentage – Single Tenant Instantiation - (99.9%)	Service Credit Percentage	Service Commitment: Monthly Uptime Percentage – Multi-Tenant Instantiation - (99.99%)	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%	Less than 99.99% but equal to or greater than 99.9%	10%
Less than 99.0%	20%	Less than 99.9%	20%

We will apply any Service Credits only against future UDPaaS Cloud Services payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from eTRANSERVICES. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide ORock Cloud Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

NOTE: We do not recommend highly customized applications on the UDPaaS platform that do not maximize the natural capability of the platform.

Service Credit Request and Payment Procedures

To receive a Service Credit, you must submit a written claim to eTRANSERVICES at sales@etranservices.com To be eligible, the Service Credit request must be received by us by the end of the billing cycle in which the incident occurred. The following information must be included in the written Service Credit request:

1. The words "SLA Service Credit Request" in the subject line;

2. The dates and times of each Unavailability incident that you are claiming;

3. The affected Services; and

4. Your documentation that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. If you account has a balance, the requested credit will be deducted from the balance. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions
The service level commitment does not apply to any unavailability, suspension or termination of UDPaaS Cloud Services performance issues: (i) that result from a service suspension or government directed stop work order; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems that do not directly emanate from UDPaaS Cloud Services; (iii) that

result from any actions or inactions of you or any third party within the sole control of eTRANSERVICES; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from failures of individual tenants not attributable to Unavailability; (vi) that result from any maintenance or other outage as provided for pursuant to the Agreement; or (vii) arising from our suspension and termination of your right to use UDPaaS Cloud Services in accordance with the Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our sole discretion.

3.6 Our Personnel.

We will be responsible for our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

3.7 Beta Services.

From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services or not in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Services, and use of any related Non-UDPaaS Applications and Content, shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or connected with a Beta Service.

4. Use of Services and Content

4.1 Subscriptions.

UDPaaS User access subscriptions are for anyone who has an account and/or logs in to UDPaaS. These users are Government employees or Contractors at your Agency or organization who need access to the agency / organization records. Every user in UDPaaS must have an active user subscription account that identifies the user. The user account settings determine access to features based on the users' role and usage.

Unless otherwise stated in the applicable Contract, Order Form or Agreement executed by a contracting officer or official, (a) Services and access to Content are purchased as subscriptions - charges will be based on the number of user subscriptions contracted for, whether or not such subscriptions are actively used., (b) user subscriptions may be added during an annual subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, (c) any added user subscriptions will terminate on the same date as the underlying subscriptions, and inactive user subscriptions open up a subscription for You to assign to another user. Subscriptions will not be available for less than 30 calendar days and shall be offered at the contracted prices or General Service Administration (G.S.A.) schedule price and terms.

4.2 Usage Limits.

Services and Content are subject to usage limits, including, for example, the quantities specified in Contracts supported by Order Forms and/or other Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional

quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Invoicing and Payment).

4.3 Your Responsibilities.

You will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data,
(c) use government approved and reasonable efforts to prevent unauthorized access to or use of Services and Content and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, your Contract, Documentation, Order Forms and applicable laws and government regulations, including but not limited to the FedRAMP, and (e) comply with terms of service of any Non-UDPaaS Applications with which You use Services or Content.

4.4 Usage Restrictions.

You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in your service Contract, an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in any type of outsourcing offering, (c) use a Service or Non-UDPaaS Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-UDPaaS Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service or to benchmark with a Non-UDPaaS product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law). Any use of the Services in breach of your Contract, this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, confidentiality, integrity or availability of Our services, may result in Our immediate suspension or termination of the Services. However, we may use reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension or termination.

4.5 External-Facing Services.

If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to FedRAMP compliance and Our External-Facing Services Policy at https://udpaas.com/agreements/ as may be applicable to a Service, and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies. We will notify You in writing a minimum of 30 days prior to any changes to Our External-Facing Services Policy coming into effect.

4.6 Removal of Content and Non-UDPaaS Applications.

If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems. If We receive information that a Non-UDPaaS Application hosted on a Service by You may violate Our External-Facing Services or applicable law or third-party rights, We may so notify You and in such event You will promptly disable such Non-UDPaaS Application or modify the Non-UDPaaS Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Service and/or Non-UDPaaS

Application until the potential violation is resolved.

5. Non-UDPaaS Providers

5.1 Non-UDPaaS Products and Services

We or third-parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-UDPaaS Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of data between You and any Non-UDPaaS provider, product or service is solely between You and the applicable Non-UDPaaS provider. We do not warrant or support Non-UDPaaS Applications or other Non-UDPaaS products or services, whether or not they are designated by Us as "certified" or otherwise, unless expressly provided otherwise in an Order Form.

5.2 Non-UDPaaS Applications and Your Data.

If You choose to use a Non-UDPaaS Application with a Service, You grant Us permission to allow the Non- UDPaaS Application and its provider to access Your Data as required for the interoperation of that Non- UDPaaS Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-UDPaaS Application or its provider.

5.3 Integration with Non-UDPaaS Applications by UDPaaS.

The services may contain features designed to interoperate with Non-UDPaaS Applications. For these third-party applications that UDPaaS has provided as an integral part of the service, we may provide a replacement solution at no cost to You in the event of the discontinued availability of such service features. You assume all risk and we disclaims all liability arising from your use of such third-party content and functions.

5.4 Integration with Non-UDPaaS Applications by You.

Third-parties may make available (for example, through a Marketplace or otherwise) products or services, including, for example, Non-UDPaaS Applications and implementation and other consulting services. To use such services, You may be required to obtain access to such Non-UDPaaS Applications and services from their providers, and may be required to grant Us access to Your account(s) on such Non-UDPaaS Applications or services. For third-party applications or services that You have chosen to integrate with, we cannot guarantee the continued availability of such service features, and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-UDPaaS Application or service ceases to make the Non-UDPaaS Application available for interoperation with the corresponding Service features in a manner acceptable to Us. In these instances, the Agreement is solely between You and the third-party provider.

6. Fees and Payment for Purchased Services

6.1 Fees.

You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form,(i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

6.2 Invoicing and Payment.

You will provide Us with valid and updated payment information, and/or with a valid purchase order or alternative document reasonably acceptable to Us. Unless otherwise stated in the Contract or Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3   Overdue Charges.

If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges shall accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4   Suspension or Termination of Service and Acceleration.

If any amount owing by You under this or any other Agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card; if applicable.) We may suspend Our services to You until such amounts are paid in full.

6.5   Payment Disputes.

We will not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6   Taxes.

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6.7   Future Functionality.

You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

7.   Proprietary Rights and Licenses

7.1   Reservation of Rights.

Subject to the limited rights expressly granted hereunder, We and Our licensors Cloud Service Provider and Content Providers reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2   Access to and Use of Content.

You have the restricted right to "access and use" applicable Content subject to the terms of this Agreement. The government has a Restricted right to access and use UDPaaS per this Agreement and no derivative rights to designs created on the Platform except for the documentation created or designed on the platform applications (FAR 227.7203-5). Low or No Code applications designed on the UDPaaS Platform are not protected by FAR 252.227-7014.

7.3   License to Host Your Data and Applications.

You grant Us, Our Affiliates Cloud Services Providers, and applicable contractors rights to host, copy, transmit and display Your Data, and any Non-UDPaaS Applications and program code created by or for You using FedRAMP authorized Services reasonably necessary for Us to meet your contractual requirements in accordance with this Agreement and FedRAMP requirements. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in order to safeguard your data. eTRANSERVICES warranties that the hosting and back-up of Your Data will be in the hosting region as defined or authorized by FedRAMP. UDPaaS cannot

guarantee that Your Data will not be legitimately accessed from other geographical locations related to Your own internal business purposes or that Your Data will always be transmitted solely within your designated hosting and back-up region.

7.4 License to Use Feedback.

You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our or Our Affiliates' services.

8. Confidentiality

8.1 Definition of Confidential Information.

"**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party

("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content and our software that supports and enables the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

8.2 Protection of Confidentiality

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Contract, Order Form to any third-party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-UDPaaS Application Provider to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein and the FedRAMP requirements.

8.3 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law, Federal Acquisition Regulations to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the

Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. Representations, Warranties, Exclusive Remedies and Disclaimers

9.1 Representations.

Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 Our Warranties.

We warrant that during an applicable subscription term (a) this Agreement, the Contract, Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-UDPaaS Applications" section above, We will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Your exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

9.3 Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. Mutual Indemnification

We will defend You against any claim, demand, suit or proceeding made or brought against You by a third-party ("**Claim Against**") as a result of any error or breach of applicable law by the Services We provide to You.

You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third-party (also "**Claim Against**") as a result of Your use of the Services in a manner that infringes or misappropriates such third-party's intellectual property rights, or that violates the Agreement, the Documentation, Order Form or applicable law.

Each indemnity protects the indemnified party from any damages, attorney fees and costs finally awarded against the indemnified party as a result of, or for amounts paid under a settlement of a Claim Against subject to certain limitations. We elaborate scopes of these limitations below.

Terms of both indemnities require:
 (a) promptly informing the other party with written notice of the Claim Against,
 (b) affording the indemnifier sole control of the defense and settlement of the Claim Against; and
 (c) the indemnified party giving the indemnifier all reasonable assistance (with the cost of such assistance reimbursed by the indemnifier).

Our indemnity will NOT apply where such Claim Against arises from Content, a Non-UDPaaS Application, Your combination of technologies in a manner that infringes or Your use of the Services in violation of this Agreement, the Contract, the Documentation, Order Form or applicable laws.

10.1 Indemnification by Us.

If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and expense and at no cost to You eliminate the risk to You of a Claim Against.

10.2 Exclusive Remedy.

This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

11. Limitation of Liability

11.1 Limitation of Liability.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.2 Exclusion of Consequential and Related Damages.

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. Term and Termination

12.1 Term of Agreement.

This **Agreement** commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

12.2 Term of Purchased Subscriptions.

The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. Price increases for the service during any renewal term shall not exceed 5% (three percent) above the applicable pricing in the prior term. Except as expressly provided in the applicable Contract, Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

12.3 Termination.

A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party

becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

12.4 Refund or Payment upon Termination.

If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5 Your Data Portability and Deletion.

Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Contract or Documentation. After such 30- day period, We will have no obligation to maintain or provide any of Your Data, and as provided in the Documentation will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

12.6 Surviving Provisions.

The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Client Data Portability and Deletion," "Removal of Content and Non-UDPaaS Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

13. Who You Are Contracting With, Notices, Governing Law and Jurisdiction

13.1 General.

Who You should direct notices to under this Agreement, what law will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and which court have jurisdiction over any such disputeor lawsuit is listed below.

You are contracting with:	Notices should be addressed to:	Governing law is:	The courts having exclusive jurisdiction are:
eTRANSERVICES Corp.	107 Westwood Office Park Fredericksburg, VA 22401	Commonwealth of Virginia, U.S.A.	Commonwealth of Virginia, U.S.A.

13.2 Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email to contracts@etranservices.com. Billing-related notices to You will be addressed to the relevant billing contact designated by You or to finance@etranservices.com. All other notices to You will be addressed to the relevant Services system administrator designated by You.

13.3 Agreement to Governing Law and Jurisdiction.

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13.4 No Agency.

For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for any other UDPaaS company. Subject to any permitted Assignment under Section 14.4, the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

13.5 Agreement to Data Protection Laws and Regulations.

Where applicable, You agree to comply with the Data Protection Laws and Regulations that You are under the scope of, including but not limited to the FedRAMP.

13.6 Data Processing, Storage, Access, and Protection Compliance.

You agree to abide by all security policies, standards, and procedures of my respective Agency; abide by the General Rules of Behavior provided by the FedRAMP PMO after completing the Agency Package Request Form; understand that G.S.A. may monitor and audit the usage of my account and that using the system constitutes consent to such monitoring and auditing; use FedRAMP packages only for authorized purposes related to official business; have a .gov or .mil email account that is registered on https://max.omb.gov; will not disclose information in FedRAMP Security Packages to any third-parties, i.e., any parties not expressly authorized to have access to the information by the FedRAMP Program Management Office or the company that submitted the Security Package; will not save, print, email, post, publish, or reproduce any FedRAMP Security Package documents in any form including all electronic methods; To the extent You must download FedRAMP Security Package documents in order to view them, once my review is comp complete for a given session, You agree to destroy and delete all copies of FedRAMP Security Package documents; to the extent You must download FedRAMP Security Package documents in order to view them, You agree to do so only on government furnished equipment and devices. You will not download FedRAMP Security Package documents on non-government equipment and devices; understand that permanent access is only granted to agency members who have an Authority To Operate (ATO) letter on file with the FedRAMP office; understand and acknowledge that violation of this Agreement is subject to the federal criminal prohibitions on theft of proprietary information and trade secrets by government employees, 18 U.S.C. § 1905, and theft of trade secrets for commercial advantage, 18 U.S.C. § 1832, which make it a crime to take or use without authorization such information and to attempt or conspire to engage in such misconduct. The company that submitted the Security Package is a cloud service provider to G.S.A. under FedRAMP. You acknowledge that (i) any FedRAMP Security Package documents and any other confidential information disclosed to Recipient under this Agreement are the proprietary technical or commercial information or trade secret information of the submitting company and (ii) the submitting company is an intended third-party beneficiary of this Agreement and may enforce its terms with respect to such information directly through an action in any court of competent jurisdiction.

14. General Provisions

14.1 Export Compliance.

The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

14.2 Anti-Corruption.

You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our 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 they meet the federal requirements. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@etranservices.com.

14.3 Entire Agreement and Order of Precedence.

This Agreement is the entire Agreement between You and Us regarding Your use of subscriptions, Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order Documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form,
(2) this Agreement, and (3) the Documentation.

14.4 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms), without the other party's consent to its
Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees allocable to the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.5 Relationship of the Parties.

The parties are independent entities. This Agreement does not create a partnership, franchise, joint venture, Agency, fiduciary or employment relationship between the parties.

14.6 Third-Party Beneficiaries.

There are no third-party beneficiaries under this Agreement.

14.7 Waiver.

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.8 Modification to Terms

eTRANSERVICES reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service to https://www.udpaas.com/agreements. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

14.9 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

15 Acknowledgement

Your agreement with the terms and conditions of Our Master Subscription Agreement (MSA) is made as a provision in an awarded contract for Our Services and/or by signing below. The undersigned or awarding Contracting Officer agrees to this MSA and **warrants that he/she has the legal authority to execute**

this Agreement on behalf of the acquiring activity or entity. Such binding authority has been granted by proper order, resolution, ordinance, or other entity authorization.

The parties' duly authorized representative hereby execute this agreement on the dates set forth below.

Client Name		eTRANSERVICES Corp.	
Printed Name:		Printed Name:	
Title:		Title:	
Address:		Address:	107 Westwood Office Park Fredericksburg, VA 22401
Phone:		Phone:	571-405-5560
Email:		Email:	sales@etranservices.com
Signature			
Date:		Date:	

NOTE: Signature is not required if this MSA is referenced in the awarded Contract.