

Universal Design Platform as a Service (UDPaaS) Master Subscription Agreement

Contract Ref. Number:

I. Policy Overview

This is a legal Agreement between you, the eligible Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document, 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 that are agreed upon by both parties in writing (collectively, the "Agreement"), even if you or your Agency have another agreement in place with eTRANSERVICES. By executing this agreement in writing, 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 ACCEPTING THIS AGREEMENT IN WRITING, 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. Nothing herein shall bind the Ordering Activity to any terms unless the terms are provided for review and agreed to in writing by all parties.

"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 excusable delays as governed by FAR 52.212-4(f).;
- 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 must be agreed upon by both parties in writing.

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. Excusable delays shall be governed by FAR 52.212-4(f).

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 by the hosting provider, see 3.3, and detailed under Attachment A of this Agreement.

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 your 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 governed by FAR 52.212-4(f), 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. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

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 by You or Users that in Our judgment threatens the security, of Our services, may result in Our immediate temporary suspension 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.

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 provided under Attachment B 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. No material change will be binding unless agreed upon by both parties in writing.

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. By executing this agreement, the Customer does not agree to be bound by any Third Party terms without executing an agreement in writing. 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.

5.2 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.

5.3 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. 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) 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, those charges shall accrue late interest at the rate equal to the amount indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

6.4 Suspension or Termination of Service and Acceleration.

In accordance with FAR 52.233-1, should the Government be in breach of this Agreement or payment is more than 30 days overdue, we will notify the Contracting Officer in writing of our claim seeking a written decision and comply with the terms of this FAR Clause.

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 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 warrants 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 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. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. We

recognize that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

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.

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. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

10. 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.

Our indemnity protects the You from any damages, attorney fees and costs finally awarded against the You 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 our indemnity require:

- (a) promptly informing the Us with written notice of the Claim Against,
- (b) affording the Us control of the defense and settlement of the Claim Against; and
- (c) You giving Us 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.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

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 our's sole liability to, and your exclusive remedy against us 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 AMOUNT PAID BY YOU TO US FOR SOFTWARE, DOCUMENTATION OR SERVICES PURSUANT TO THE PURCHASE ORDER(S) GIVING RISE TO THE CLAIM.. 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. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-81 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION). THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

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 renew for additional periods equal to the expiring subscription term or one year (whichever is shorter) when agreed upon by both parties in writing. Price increases for the service during any renewal term shall be agreed upon by both parties in writing.

12.3 Termination.

You 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 we become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

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. 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 disputer 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	Federal Laws of the United States	mandated by applicable Federal law

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 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, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), 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. 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, You may assign this Agreement in its entirety (together with all Order Forms), without the other party's consent to your

Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. We will not assign this Agreement without the Government's prior approval as set forth in FAR 42.1204. 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 make non-material changes 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 non-material changes. Any material updates to this Agreement or the Documentation shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.

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		<i>e</i> TRANSERVICES 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.

Attachment A

Hosting Service Level Agreement

This ORock Technologies, Inc. (“ORock”, “us” or “we”) Service Level Agreement (“SLA”) is a policy governing the use of ORock’s cloud products and other product offerings under the terms of the Agreement. This SLA applies separately to each account using ORock’s cloud products and other product offerings Unless otherwise provided herein, this SLA is subject to the terms of the Agreement and capitalized terms will have the meaning specified therein. The terms of this SLA may be altered in accordance with the Agreement.

Service Commitment

ORock will use commercially reasonable efforts to make each of ORockCloud Service available with a Monthly Uptime Percentage (as defined below), in each case during any monthly billing cycle (the “Service Commitment”). In the event ORockCloud Services do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “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 ORockCloud Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
 - For ORockCloud, Private Autonomous Infrastructure, Private Autonomous Cloud, when all of your running instances have no external connectivity and when all your attached volumes perform zero read write IO with pending IO in the queue.
 - “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 ORock at the request or direction of Customer 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 ORock, or other services supporting core transaction processing;
 - Outages occurring as a result of any actions or omissions taken by ORock at the request or direction of you;
 - Outages resulting from your equipment, third party equipment or software components not within the sole control of ORock;
 - Events resulting from an interruption or shut down of the services due to circumstances reasonably believed by ORock 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 Customer 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 ORock’s other vendors), and other force majeure events which shall be governed by FAR 52.212-4(f).;
 - 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 ORock’s 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 ORock’s control.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

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 ORock 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 Node Instantiation - (99.9%)	Service Credit Percentage	Service Commitment: Monthly Uptime Percentage – Multi-Node 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 ORock Cloud Services payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from ORock. 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.

Service Credit Request and Payment Procedures

To receive a Service Credit, you must submit a written claim to the ORock NOC manager at nocoperations@orocktech.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 ORockCloud Service instance and Data Center Location; and**
4. **Your request logs 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. 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 ORock Cloud Services performance issues: (i) that result from a suspension described in the Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event which shall be governed by FAR 52.212-4(f). or Internet access or related problems that do not directly emanate from ORock Cloud Services; (iii) that result from any actions or inactions of you or any third party within the sole control of ORock; (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 instances or volumes 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 ORock Cloud Services in accordance with the Agreement (collectively,

GSA MAS Schedule Master Subscription Agreement

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.

Attachment B

Universal Design Platform as a Service (UDPaaS) External-Facing Services Policy

1. Scope

This External-Facing Services Policy ("**Policy**") applies to the services offered by eTRANSERVICES Corp., ("eTRANSERVICES") to the extent Client uses such for advertising, sending electronic messages or for the creation and hosting of, or for posting material on, external-facing websites or the use of application programming interfaces (APIs) (the "**External-Facing Services**") as authorized by Federal Risk and Authorization Management Program (FedRAMP).

2. Changes to Policy

eTRANSERVICES may change this Policy by posting an updated version of the Policy at <https://UDPaaS.com/agreements> and such non-material updates will be effective upon posting; provided, however, that any updates to the Policy that impose, on an existing Client, new material obligations or restrictions (applicable to functionality included in Client's External-Facing Services subscriptions as of the start date of the Client's then-current subscription term) will not apply to such Client until an agreement is executed in writing. Once a Policy update takes effect for a Client, the Client's use of any External-Facing Services will be subject to the updated Policy.

3. Violations

A Client's violation of this Policy will be considered a material breach of the master subscription agreement and/or other agreement governing the Client's use of the External-Facing Services.

4. Prohibited Material

Clients may not use External-Facing Services to display, store, process or transmit, or permit the use of External-Facing Services to display, store, process, or transmit:

- a. violates the FedRAMP authorization of UDPaaS authority to operate;
- b. material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- c. obscene, excessively profane material or otherwise objectionable material;
- d. hate-related, bullying or violent material including material advocating discrimination or racial, religious or ethnic intolerance or material advocating or advancing computer hacking or cracking;
- e. material related to phishing or drug paraphernalia;
- f. malicious material;
- g. unlawful software;
- h. malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs; or
- i. material that violates or encourages conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

5. Prohibited Actions

Clients may not and may not allow any third-party, including its users, to use an External-Facing Service to:

- a. Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
 - i. imitating or impersonating UDPaaS, another person or his, her or its email address, or creating false accounts to send spam;
creating false accounts to send spam;
 - ii. data mining or harvesting any web property (including any External-Facing Service) to find email

- addresses or other user account information;
- iii. sending unauthorized mail via open, third-party servers;
- iv. sending email to users who have requested to be removed from a mailing list;
- v. selling to, exchanging with, sharing with, or distributing to third-party personal information, including the email addresses of any person without such person's knowing and continued consent to such disclosure;
- vi. sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no pre-existing relationship;
- vii. sending communications or email in violation of applicable anti-spam laws or regulations within your jurisdiction;
- b. send, upload, distribute or disseminate, or offer to do the same with respect to, unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane, or otherwise objectionable material;
- c. intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. conduct or forward multi-level marketing, such as pyramid schemes and the like, or engage in any unauthorized commercial purpose;
- e. engage in phishing;
- f. generate or facilitate SMS, MMS, or other text messages or push notifications in violation of any applicable laws, including anti-spam, telemarketing, or telephone consumer protection laws or regulations within your jurisdiction;
- g. use of the External-Facing Services in any manner that violates any applicable industry standards, third-party policies or requirements that UDPaaS may communicate to its users, including all of the applicable guidelines published by accepted industry associations, carrier guidelines, or other industry standards within your jurisdiction;
- h. transmit material that may be harmful to minors;
- i. illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- j. impersonate another person, entity or UDPaaS (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- k. violate the rights (such as rights of privacy or publicity) of others;
- l. promote or encourage illegal activity;
- m. interfere with other users' enjoyment of an External-Facing Service;
- n. engage in activity in connection with illegal peer-to-peer file sharing;
- o. engage in or promote gambling, or run a gambling operation;
- p. "mine" bitcoins and other cryptocurrencies;
- q. sell, distribute or export prescription drugs or other controlled substances;
- r. sell, distribute or promote drug paraphernalia;
- s. access (including through any interfaces provided with an External-Facing Service), any UDPaaS product or Service, or other Service or website, in a manner that violates the terms for the use of, or access to, such Service or website;
- t. operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end-user or third-party-supplied Internet host;
- u. perform significant load or security testing without first obtaining eTRANSERVICES' written consent;
- v. remove any copyright, trademark or other proprietary rights notices contained in or on the Service or reformat or frame any portion of the web pages that are part of the Service's administration display;
- w. access a third-party web property for web scraping, web crawling, web monitoring, or other similar activity through

a web Client that does not take commercially reasonable efforts to identify itself via a unique User-Agent string describing the purpose of the web Client and obey the robots exclusion standard (also known as the robots.txt standard), including the crawl-delay directive; or

- x. use the External-Facing Service in any manner that would disparage UDPaaS.

ii. **U.S. Digital Millennium Copyright Act**

Applicable only to those Clients who are physically located and hosted in the United States. Each Client must (i) comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) (the “**DMCA**”), On certain legal aspects of information society services, in particular electronic commerce, in the Internal Market or other counterparts or their local counterparts, (ii) publicly display a description of its notice and takedown process under the DMCA on its instance of the External-Facing Services, and (iii) comply with that description.

If eTRANSERVICES receives a notice alleging that material on a Client’s instance of an External-Facing Service infringes on another party’s intellectual property, eTRANSERVICES may disable that Client instance of the External-Facing Service or remove allegedly infringing material. If eTRANSERVICES receives more than one such notice for the same Client, eTRANSERVICES Corp. reserves the right to immediately terminate such Client’s subscriptions to the External-Facing Service as deemed necessary by eTRANSERVICES to ensure continued protection under the safe harbor provisions under the DMCA or to prevent violations of other applicable laws or third-parties’ rights.

iii. **General Data Protection Regulation (GDPR)**

Ordering Activity shall not be bound by any obligations of the GDPR, but shall comply with Federal Privacy laws of the United States.