

## END USER LICENSE AGREEMENT

This End User License Agreement (this "Agreement") is between ORock Technologies, Inc., a Delaware corporation ("ORock"), and the Ordering Activity under GSA Schedule Contracts ("Customer" or "Ordering Activity"). This Agreement sets forth the terms and conditions that govern sales or purchase orders ("Orders") placed by Customer for Services under this Agreement. All capitalized terms used herein shall have the meaning set forth in Appendix 1.

### 1. TERM OF AGREEMENT

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

### 2. RIGHTS GRANTED

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

author or provider of such Separately Licensed Third-Party Technology retains all ownership and Intellectual Property rights in and to such Separately Licensed Third-Party Technology.

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

### **3. OWNERSHIP AND RESTRICTIONS**

- 3.1. Customer retains all ownership and Intellectual Property rights in and to Customer Content, Customer Hardware, and Customer Applications, except as expressly provided herein. ORock or its licensors retain all ownership and Intellectual Property rights to the ORock Infrastructure, Services, including ORock Software and Ancillary Programs, Separately Licensed Third-Party Technology, and to anything developed or delivered by or on behalf of ORock under this Agreement. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost.

- 3.2. Customer may not, or cause or permit others to:

- a) remove or modify any program markings or any notice of ORock's or its licensors' proprietary rights;
- b) make the programs or materials resulting from the Services (excluding Customer Content and Customer Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services Customer has acquired);
- c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the ORock Infrastructure or the Services (the foregoing prohibition includes, but is not limited to, review of data structures or similar materials produced by programs), or access or use the ORock Infrastructure or Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to ORock;
- d) perform or disclose any benchmark or performance tests of the Services, including the ORock Software;
- e) perform or disclose any of the following security testing of the ORock Infrastructure or the Services without ORock's prior written consent: the ORock Assessment, network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing

- 3.3. The rights granted to Customer under this Agreement are also conditioned on the following:

- a) except as expressly provided herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- b) Customer makes every reasonable effort to prevent unauthorized third parties from accessing the Services.

### **4. THE SERVICES**

- 4.1. The Services are subject to and governed by the Service Descriptions applicable to the Services subscribed and described in executed Order(s). At ORock's discretion and at ORock's expense,

customer agrees to have a qualified third party conduct an ORock Assessment (audit) for compliance with the Service Descriptions, of the Customer's intended use of the Services, including, but not limited to, any applicable Separately Licensed Third-Party Technology which is licensed by Customer or any Third-Party Software. Such ORock Assessment will be made pursuant to the terms set forth on Service Descriptions provided on the quote and accepted order. Customer acknowledges that use of the Services in a manner not consistent with the Service Descriptions on the Order may adversely affect Services performance and/or may result in additional fees in accordance with the GSA Pricelist. If the Services permit Customer to exceed the ordered quantity (e.g., limits on counts for Users, sessions, storage, compute, data transport, etc.), then Customer is responsible for promptly purchasing additional quantity to account for Customer's excess usage and will be invoiced by ORock accordingly. Any such assessment will not happen more than once in a 12-month period and will be subject to applicable Government Security requirements.

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

## **5. USE OF THE SERVICES**

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

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

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

## **6. FEES AND TAXES**

- 6.1. All fees payable to ORock in accordance with the GSA Pricelist are due net 30 from the invoice receipt date which will not be issued until access is provided to Customer. The contract price excludes all state and local taxes levied or measured by the contract or sales price of the services or completed supplies furnished under this agreement. ORock shall state separately on its invoices that taxes are excluded from the fees and the Ordering Activity agrees to either pay the amount of the taxes to ORock or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- 6.2. Customer understands that Customer may receive multiple invoices for the Services it ordered. Invoices will be submitted to Customer pursuant to ORock's invoicing policy.

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

## **7. SERVICES PERIOD; END OF SERVICES**

- 7.1. Services provided under this Agreement shall be provided for the Services Period defined in the Order(s), unless earlier suspended or terminated in accordance with this Agreement or the Order.
- 7.2. Upon the end of the Services, Customer no longer has rights to access or use the Services, including the associated ORock Software and ORock Infrastructure; however, at Customer's request, and for a period of up to ninety (90) days after the end of the applicable Services or such later date as mutually agreed between the parties, ORock will make available to Customer, Customer Content and Customer Applications as existing in the ORock Infrastructure on the date of termination. Customer will continue to pay for the Services during such ninety (90) day period at the then current GSA pricelist fees being charged to the Customer. At the end of such ninety (90) day period, and except as may be required by Law, ORock will delete or otherwise render inaccessible by Customer any of the Customer-Controlled Infrastructure, Customer Hardware, Customer Content and Customer Applications that remain in the ORock Infrastructure.
- 7.3. 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, ORock 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
- 7.4. If this Agreement is terminated by Customer for any other reason, Customer will pay to ORock, on the date of termination, the total amount due for all Services ordered and performed under the Agreement up to the date of termination.
- 7.5. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive including, but not limited to, Sections 3, 6, 7, 8, 11, 12, 15, 16, 18,19, 20 and 21.
- 7.6. As part of the Services, ORock shall develop and upon Customer's approval, implement and perform all functions and services necessary to accomplish the successful transition to Customer as described in a transition plan ("Transition Plan") attached to or incorporated within the applicable Order (the "Transition Services"). ORock shall perform the Transition Services in accordance with the Transition Plan without causing a disruption to Customer's business. The Transition Plan shall include a Transition acceptance test for each Service that is transitioned that will ensure a complete and satisfactory transition of Services. ORock shall perform a post-transition review within thirty (30) days of the transition completion date to ensure stabilization of the transitioned environment. Any separate fees for the Transition Services shall be as set forth in the applicable Order and/or GSA pricelist.
- 7.7. During the period ORock is providing Transition Services, ORock shall maintain a "critical path analysis" for the transition project that will indicate the impact on the transition project time schedule and transition milestones based upon any occurrences of acts, omissions or breaches by ORock, Customer or third parties. ORock's critical path analysis shall be provided to and reviewed with Customer on at least a weekly basis and shall be presented to the management of Customer at each meeting during the transition project.



- 7.8. Certain Orders may require the transfer or management of equipment, facilities or third-party contracts to ORock. All such transfers or management responsibilities will be identified in the Order and shall contain additional terms and conditions with respect to such assets, as applicable.

## **8. NONDISCLOSURE**

- 8.1. By this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). The parties each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to Customer Content, Customer Applications residing in the ORock Infrastructure, the specifications or other details of the ORock Infrastructure made available to Customer, all information clearly identified as confidential at the time of disclosure and all information that by its nature or the circumstances of its disclosure a reasonable person would conclude is confidential and/or proprietary. Other than Customer's use of the Cloud Services, Customer shall not provide any Personal Data (except business card information of Customer representatives), personally identifiable information, personal health information or other similar information to ORock.
- 8.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party, without the use of Confidential Information, as evidenced by written documentation.
- 8.3. The parties each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five (5) years from the termination of this Agreement; however, Customer's Confidential Information that resides within the Customer-Controlled Infrastructure shall not be available to ORock in unencrypted form, and ORock shall not itself provide any such Customer Content to a third party, except as directed by Customer as part of Customer's use of the Services. Each party may disclose Confidential Information only in connection with the Services and then only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. ORock will protect the confidentiality of Customer Content or Customer Applications residing in the ORock Infrastructure in accordance with the ORock security practices applicable to the Order(s).
- 8.4. Nothing shall prevent either party from disclosing any information, including Customer Content or Confidential Information under this Agreement as required by Law; provided, however, in the event of the foregoing, the disclosing party shall provide advance written notification to the non-disclosing party.
- 8.5. Notwithstanding the foregoing, ORock recognizes 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.

## **9. DATA PROTECTION AND SECURITY**

- 9.1. In performing the Services, ORock will comply with the *ORock Services Privacy Policy*, which is attached hereto as Schedule F. and applicable to the Ordering Activity's purchase of Cloud Services hereunder
- 9.2. ORock shall be responsible for maintaining the Services and the ORock Base Infrastructure in accordance with the following:
- a) The Cloud Services and the ORock Base Infrastructure have each been Validated as set forth in the ORock Assessment.

- i. ORock will not materially reduce the overall level of controls identified in the ORock Assessment during the Services Period;
  - ii. ORock will provide the Customer access to the ORock Assessment; and
  - iii. Validation of each of the Cloud Services and the ORock Base Infrastructure demonstrates the Cloud Services and the ORock Base Infrastructure to be consistent with the NIST Framework for Improving Critical Infrastructure Cybersecurity.
- 9.3. Customer is responsible for the security of Customer-Controlled Infrastructure, and the Customer Applications. As a condition to using the Customer-Controlled Infrastructure in connection with the Services or ORock Base Infrastructure, Customer must satisfy, as determined in ORock's sole discretion, the minimum requirements set forth in the Procedures Manual. Customer is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer's configuration and use of the Customer-Controlled Infrastructure, Customer Content and Customer Applications, including, but not limited to, any viruses, Trojan horses, worms or other programming routines contained in Customer Content or Customer Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.
- 9.4. ORock's Data Processing Terms for ORock Services (the "Data Processing Terms"), which is available at Schedule B and incorporated herein by reference, describes the parties' respective roles for the processing and control of Customer Content that Customer provides to ORock as part of the Services. ORock will act as a data processor and will act on Customer's instruction concerning the treatment of Customer Data residing in the ORock Infrastructure, including the Customer-Controlled Infrastructure, as specified in this Agreement, the Data Processing Terms and the applicable Order. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Services and ORock's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Customer Content.
- 9.5. COMPLIANCE WITH LAWS.
  - a) All Services hereunder shall be performed by ORock in compliance with all Laws as they relate to delivery of the Services or ORock's business or operations, ("ORock Laws"). Without limitation to the foregoing, ORock shall reasonably cooperate with and assist Customer in complying with all Laws, including without limitation export Laws and import Laws of the United States and other countries, as applicable to Customer in connection with its receipt of the Services. Customer is responsible for complying with all Laws in connection with their use of the Cloud Services. Customer will conduct appropriate assessments, when combined with the ORock Assessment, will ensure that all Laws are met by Customer's use of the Services.
  - b) The Services are designed to allow Customer to configure the Customer-Controlled Infrastructure, when combined with the ORock Base Infrastructure, to comply with Laws related to privacy and data security, including, but not limited to Gramm-Leach-Bliley Act of 1999 ("GLBA"), the Federal Information Security Management Act of 2002 ("FISMA"), and Massachusetts 201 CMR 17.00, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (collectively, "Privacy and Security Laws"). The Services are designed such that the Customer Content will be encrypted and ORock will not have access to the encryption keys; therefore, ORock will not have access to Customer Content and will not have the ability to take action relating to the Services necessary to implement the standards and requirements of HIPAA and regulations issued thereunder, any other Laws applicable to the exchange of health information by electronic means, GLBA, FISMA, and any other applicable Privacy and Security Laws regarding the privacy of information pertaining to individuals (collectively, Privacy and Security Compliance").

Except as set forth herein, Customer shall be responsible for all such Privacy and Security Compliance.

- c) If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) apply, ORock acknowledges that ORock may be a “school official” with “legitimate educational interests” in Customer Content, as those terms have been defined under FERPA and its implementing regulations, and ORock agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that ORock may possess limited or no contact information for Customer’s students and students’ parents. Consequently, Customer will be responsible for obtaining any parental consent for any User’s use of the Services that may be required by applicable Law and to convey notification on behalf of ORock to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student’s parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Content in ORock’s possession as may be required under applicable Law. If Customer is a “covered entity” or a “business associate” and includes “protected health information” (as each of those terms are defined in 45 CFR § 160.103) in Customer Content, Customer’s Agreement includes execution of the HIPAA Business Associate Agreement (“BAA”), the full text of which identifies the Services to which it applies.
  - d) Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of ORock’s employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify the legal department of ORock at [legalcompliance@orocktech.com](mailto:legalcompliance@orocktech.com).
  - e) Federal Acquisition Regulation flowdowns, as applicable. See Schedule C.
- 9.6. If ORock becomes aware of any unlawful access to any Customer Content stored on ORock Infrastructure, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Content (each a “Security Incident”), ORock will (1) promptly notify Customer of the Security Incident, but in any event within seventy two (72) hours; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Notification(s) of Security Incidents will be delivered to one or more of Customer’s administrators by any means ORock selects, including via email. It is Customer’s sole responsibility to ensure Customer’s administrators maintain accurate contact information on each applicable Services portal. ORock’s obligation to report or respond to a Security Incident under this section is not an acknowledgement by ORock of any fault or liability with respect to the Security Incident.
- 9.7. ORock shall, upon Customer’s direction or governmental order, permit applicable government authorities to audit Customer Content and the Services and ORock Infrastructure, to the extent either directly relates to Customer Content. Customer hereby agrees and consents to such access and audits. In lieu of any audit or assessment by Customer of the ORock Infrastructure, ORock will provide Customer and any regulator of Customer who so requires, access to the ORock Assessment, subject to ORock’s reasonable security processes and requirements which may include coming to ORock’s premises for review.
- 9.8. By purchasing the Services, Customer agrees to the Data Processing Terms set forth as Schedule B.
- 9.9. As set forth above, the Services are designed to allow Customer to configure the Customer-Controlled Infrastructure and Customer Applications, when combined with the ORock Base Infrastructure, to keep all of Customer Content that is Nonpublic Personal Information (as defined in the GLBA) and the Interagency Guidelines Establishing Information Security Standards adopted by the federal regulators of depository institutions (the “Security Standards”)) confidential



and will allow such maintenance and use of such information in accordance with applicable Laws, rules, and regulations, including but not limited to the GLBA. ORock acknowledges the importance of maintaining the security and integrity of Nonpublic Personal Information and agrees to take all steps reasonably necessary to provide Customer with the means to configure the Customer-Controlled Infrastructure to prevent the unauthorized disclosure or use of the Nonpublic Personal Information and to prevent the Nonpublic Personal Information from entering the public domain. ORock hereby represents and warrants that it is familiar with the Security Standards and agrees to provide Customer with the means to configure the Customer-Controlled Infrastructure to implement and maintain through the Services Period appropriate security measures designed to meet the objectives of the Security Standards, which include (i) ensuring the security and confidentiality of customers' Nonpublic Personal Information; (ii) protecting against anticipated threats and hazards to the security and integrity of such information; (iii) protecting against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customers; and (iv) ensuring the proper disposal of customers' Nonpublic Personal Information

## **10. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

- 10.1. ORock warrants that it will perform Services in all material respects as described in the Service Description. If the Services provided to Customer were not performed as warranted, Customer must promptly provide written notice to ORock that describes the deficiency in the Services (including, as applicable, the service request number notifying ORock of the deficiency in the Services).
- 10.2. In the event that Customer places Customer Hardware in any of the Customer-Controlled Infrastructure, the warranties contained in this Agreement shall be invalid, the Data and Security Provisions set forth in Section 9 will be inapplicable, the Service Level Agreement, or SLAs, set forth in Schedule D will be inapplicable, and the Support Agreement set forth in Schedule E will be inapplicable, and ORock will not provide any indemnification related to the Customer Hardware or ORock Infrastructure.
- 10.3. ORock does not guarantee that (a) the Services will be performed error-free or uninterrupted, or that ORock will correct all Services errors, (b) the Services will operate in combination with Customer Content or Customer Applications, or with any other hardware, software, systems or data not provided by ORock, (c) the Services will meet Customer's Requirements, specifications or expectations and (d) the functionality or security of Customer-Controlled Infrastructure. Customer acknowledges that ORock does not control the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. ORock is not responsible for any delays, delivery failures, or other damage resulting from such problems. ORock is not responsible for any issues related to the performance, operation or security of the Services that arise from Customer Content, Customer Applications or Third-Party Content. ORock does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of Third-Party Content or Separately Licensed Third-Party Technology, and disclaims all liabilities arising from or related to Third Party Content and Separately Licensed Third-Party Technology.
- 10.4. For any breach of the Services warranty, Customer's exclusive remedy and ORock's entire liability shall be the correction of the deficient Services that caused the breach of warranty, or, if ORock cannot substantially correct the deficiency in a commercially reasonable manner, Customer may end the deficient Services and ORock will refund to Customer the fees for the terminated Services that Customer pre-paid to ORock for the period following the effective date of termination.

10.5. To the extent not prohibited by Law, these warranties are exclusive and there are no other express or implied warranties or conditions, including, but not limited, for software, hardware, systems, networks or environments or for merchantability, satisfactory quality, non-infringement, quiet enjoyment, fitness for a particular purpose or any warranties arising out of any course of dealing or usage of trade.

10.6. Reserved.

## **11. LIMITATION OF LIABILITY**

Neither ORock nor its Affiliates will be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of revenue or profits, data, or data use, even if a party has been advised of the possibility of such damages. Further, neither ORock nor any of its Affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) Customer's inability to use the Services, including as a result of any (i) termination or suspension of this Agreement or Customer's use of or access to the Services in accordance with the FAR and Contract Disputes Act, (ii) [reserved], or, (iii) without limiting any obligations under the SLA, any unanticipated or unscheduled downtime of all or a portion of the Services for any reason, including as a result of power outages, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; or (c) Customer-Controlled Infrastructure. ORock's maximum liability for all damages arising out of or related to this agreement and the Order(s), whether in contract or tort, or otherwise, shall in no event exceed, in the aggregate, the amount of the Contract Price paid. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from O'Rock's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

## **12. INDEMNIFICATION**

12.1. Indemnification by ORock. Unless prohibited by applicable Law, ORock shall indemnify, defend and pay for any third party damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") awarded by a court of competent jurisdiction or agreed to in a settlement arising from or related to a third party's claim that the Services, ORock Software or ORock Base Infrastructure infringes, misappropriates or otherwise violates the third party's US patents or copyrights (collectively "Intellectual Property Rights"). The foregoing indemnification is contingent upon Customer (i) notifying ORock promptly in writing, not later than 30 days after Customer receives notice of the claim (or sooner if required by applicable Law); (ii) giving ORock control of the defense and any settlement negotiations; and (iii) giving ORock the information, authority and assistance ORock needs to defend against or settle the claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

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

accessible to Customer within or from the Services. ORock will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services, ORock Software or ORock Infrastructure as delivered to Customer and used in accordance with the terms of this Agreement would not otherwise infringe any third-party Intellectual Property rights. ORock will not indemnify Customer for any Intellectual Property infringement claim(s) known to Customer at the time Customer's rights to Services, ORock Software or ORock Infrastructure are obtained.

- 12.3. Infringement Claims. If ORock believes or it is determined that the Services, ORock Software or ORock Infrastructure or any part thereof may have violated a third party's Intellectual Property Rights, ORock may choose to either modify the Services, ORock Software or ORock Infrastructure to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ORock may end the license for, and require Customer to cease use of, in whole or in part, the Services, ORock Software and/or ORock Infrastructure and refund any unused, prepaid fees Customer may have paid to ORock for such Services, ORock Software and/or ORock Infrastructure. If such action materially affects ORock's ability to meet its obligations under the relevant Order, then ORock may, at its option and upon 60 days prior written notice, terminate or modify the Order.
- 12.4. Reserved. Customer Controlled Infrastructure, Customer Content, Customer Hardware or Customer Applications.
- 12.5. This Section 12 provides Customer's exclusive remedy for any claims or damages related to ORock's alleged infringement, misappropriation or other violation of a third-party Intellectual Property right.

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

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

Agreement or the applicable Order, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

**14. SERVICES TOOLS AND ANCILLARY PROGRAMS**

14.1. ORock may use Tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Customer’s service requests. The Tools will not collect or store any of Customer Content or Customer Applications residing in the ORock Infrastructure, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Customer Content and Customer Applications) may also be used to assist in managing ORock’s product and service portfolio, to help ORock address deficiencies in its product and service offerings, and for license and Services management. Customer hereby grants ORock the right to use Customer Content and related metadata for the purposes identified above, the purposes identified in Section 15 below and for any related purpose. For purposes of this paragraph, ORock will use Customer Content and related metadata in an aggregated form.

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

**15. SERVICE ANALYSES**

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

**16. EXPORT**

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

**17. FORCE MAJEURE**

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

**18. GOVERNING LAW AND JURISDICTION.** This Agreement is governed by the substantive and procedural of the Federal Laws of the United States of America. The Uniform Computer Information Transactions Act does not apply to this Agreement or to Orders placed under it.

## **19. NOTICE**

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

## **20. ASSIGNMENT**

Customer or ORock may not assign, directly or by operation of Law, this Agreement or give or transfer the Services (including the ORock Software) or an interest in them to another individual or entity without the prior written approval of the other party. Any attempted assignment in violation of the foregoing shall be void. The foregoing shall not be construed to limit the rights Customer may otherwise have with respect to Separately Licensed Third-Party Technology licensed under open source or similar license terms.

## **21. OTHER**

- 21.1. ORock may modify this Agreement and any such modification to this agreement shall be presented to Customer for review and will not be effective unless and until both parties sign a written agreement updating these terms.
- 21.2. 21.2 ORock is an independent contractor and the parties agree that no partnership, joint venture, or agency relationship exists between ORock and Customer. Each party will be responsible for paying our own employees, including employment related taxes and insurance ORock shall remain liable for the actions and services provided by ORock's business partners, including any third-party firms retained by Customer to provide consulting services or applications that interact with the Services.
- 21.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- 21.4. Except for actions for nonpayment or breach of ORock's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than six (6) years after the cause of action has accrued
- 21.5. Customer shall obtain at Customer's sole expense any rights and consents from third parties necessary for Customer Content, Customer Applications, and Third-Party Content, as well as other vendor's products provided by Customer that Customer uses with the Services, including such rights and consents as necessary for ORock to perform the Services under this Agreement.



- 21.6. Customer agrees to provide ORock with all information, access and full good faith cooperation reasonably necessary to enable ORock to provide the Services and Customer will perform the actions identified in the Procedures Manual.
- 21.7. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Services. Customer is responsible for making ORock aware of any technical requirements that result from Customer's regulatory obligations prior to entering into an Order governed by this Agreement. ORock will cooperate with Customer's efforts to determine whether use of the standard ORock Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by ORock or changes to the Services.
- 21.8. ORock may audit Customer's use of the Services not more than once in a 12-month period (e.g., through use of software tools) to assess whether Customer's use of the Services is in accordance with the Order(s). Customer agrees to cooperate with ORock's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations and shall be subject to Government Security requirements. Customer agrees to pay within 30 days of receipt of invoice any fees applicable to Customer's or Users' use of the Services in excess of Customer's rights). Customer agrees that ORock shall not be responsible for any of Customer's reasonable costs incurred in cooperating with the audit.
- 21.9. The purchase of Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other Order. Customer understands that Customer may purchase Services, Professional Services, or other service offerings, programs or products independently of any other Order. Customer's obligation to pay under any Order is not contingent on performance of any other service offerings or delivery of programs or products.
- 21.10. Customer agrees that this Agreement and the information which is incorporated into this Agreement by written reference, together with the applicable Order, the underlying GSA Schedule Contract, and Schedule Pricelist, is the complete Agreement for the Services ordered by Customer and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.
- 21.11. In the event of any inconsistencies between the terms of an Order and the Agreement, the Order shall take precedence. No third-party beneficiary relationships are created by this Agreement. The failure by ORock to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by ORock must be in writing to be effective.

## APPENDIX 1

### AGREEMENT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“FAR”** means the Federal Acquisition Regulations.

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

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

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

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

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

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

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

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

**“Laws”** means all applicable Laws (including common law), statutes, codes, rules or regulations, reporting requirements, ordinances, order, decree, judgment, consent decree, settlement agreement, or other pronouncement having the effect of law of the United States, any foreign country, or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority, or the NYSE or other self-regulatory authority, including, without limitation, HIPAA, GLBA, any other applicable Laws or regulations regarding the privacy of individuals’ information, the Foreign Corrupt Practices Act of 1977 (“FCPA”), immigration Laws, and import and export Laws.

**“Losses”** has the meaning set forth in Section 12.1.

**“NIST”** means National Institute of Standards and Technology.

**“NIST 800-53”** means NIST Special Publication 800-53 Revision 4.

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

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

**“ORock Base Infrastructure”** means the ORock Infrastructure that is not Customer-Controlled Infrastructure. For all Services purchased under FedRAMP, there is no Customer-Controlled Infrastructure.

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

**“ORock Laws”** has the meaning set forth in Section 9.6(a).

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

**“Patches”** has the meaning set forth in Section 5.3.

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

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

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

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

**“Procedures Manual”** means the documentation provided to customers related to the operation of the Cloud Services.

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

**“Program Documentation”** refers to the program user manuals for the ORock Services and ORock Software for

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Third Party Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of ORock and made available to Customer through, within, or in conjunction with Customer’s use of, the Services. Examples of Third-Party Content include data feeds, rss feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third-Party Technology.

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

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



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

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

## SCHEDULE A

### FORM OF PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made as of the date last signed below between **ORock Technologies, Inc.**, a Delaware corporation with its principal place of business at 11921 Freedom Dr., Suite 1180, Reston, VA 20190 ("**ORock**"), and the Ordering Activity under GSA Schedule contracts ("**Customer**" or "**Ordering Activity**").

#### 1. Professional Services.

OROCK shall provide consulting, integration, implementation, design, development, architecture reviews and other work under the terms and conditions of this Agreement (the "**Services**"), as specified in one or more statements of work that OROCK and Customer may enter into from time to time (each, an "**SOW**").

#### 2. Payment.

(A) Payment. In consideration of the Services rendered under this Agreement, Customer shall pay OROCK as set forth in each SOW. All payments hereunder are due net30 days from the receipt date of the invoice. Overdue payments are subject to a late interest charge governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. OROCK shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

(B) Reserved.

#### 3. Ownership, Intellectual Property Rights and License.

(A) Work Product. "**Work Product**" means the deliverable materials, including documentation and customized software, delivered by OROCK to Customer under a SOW, excluding any of Customer's Confidential Information that may be included in such deliverables.

(B) Ownership of Work Product and Other Intellectual Property. Unless otherwise specified in the SOW, OROCK is the exclusive owner of all software (including the Work Product and revisions, modifications and enhancements thereto) and any other specifications, documentation, ideas, know-how, techniques, processes, inventions or other Intellectual Property that OROCK or its subcontractors may develop, conceive or deliver under this Agreement, including all patents, copyrights and other Intellectual Property rights thereto.

(C) License for Work Product. OROCK hereby grants, and Customer hereby accepts, a perpetual (unless terminated as set forth in Section 8(C)), non-exclusive, non-transferable, royalty-free license to use and modify the Work Product solely for Customer's internal business purposes. Customer may make a reasonable number of copies of the Work Product for backup, testing, disaster recovery or archival purposes only, so long as Customer also reproduces on such copies any copyright, trademark or other proprietary markings and notices contained on the Work Product and does not remove any such marks from the original.

(D) Restrictions on License for Work Product.

(1) Restrictions on Access, Copying and Sublicensing. Customer shall not cause or permit (a) access (except to its employees, agents and consultants with a "need to know" who are bound in writing by non-disclosure obligations suitable to protect OROCK's interests in the Work Product but no less restrictive than Customer's obligations herein), (b) copying (except as set forth in Section 3(C) above), or (c) sublicensing or other dissemination of the Work Product, in whole or in part, to any third party without OROCK's prior written consent.

(2) Third Party and Other Proprietary Software. If the Work Product contains or is bundled with third party software or other proprietary OROCK Software, then (a) such software is governed by OROCK's standard

license agreement for such software or other applicable license agreement under which such software is provided to Customer, and (b) Customer may use such third-party software or other proprietary ORock Software solely for the purpose such software is included with the Work Product.

#### **4. Warranty.**

(A) Services Warranty. OROCK warrants that the Services it provides hereunder will be of a professional quality conforming to generally accepted industry standards and practices. If Customer discovers a deficiency in the Services, then Customer shall, within 30 days after completion of the deficient services, submit to OROCK a written report describing the deficiency in reasonable detail, and OROCK shall re-perform the deficient Services. If OROCK is unable to re-perform the Services, then, upon Customer's request, OROCK shall refund any payments that Customer has made for such Services.

(B) WARRANTY DISCLAIMER. OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 4, OROCK DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF SUCH EXPRESS LIMITED WARRANTIES IS RE-PERFORMANCE OR REFUND AS SET FORTH IN THIS SECTION 4.

#### **5. Additional Obligations.**

(A) Insurance. OROCK shall maintain, at its own expense, sufficient insurance to cover its performance of Services hereunder, including but not limited to workers' compensation insurance when required by law.

(B) OROCK Personnel. OROCK shall ensure that its employees and contractors performing the Services are reasonably qualified and experienced. OROCK shall use its best efforts to replace any OROCK employee or contractor that Customer reasonably requests to be replaced. OROCK conducts background investigations of all its employees.

#### **6. Limitation of Liability.**

EXCEPT FOR SECTION 7, THE LIABILITY OF EACH PARTY AND ITS LICENSORS, SUPPLIERS AND SUBCONTRACTORS IS LIMITED IN ANY EVENT TO ACTUAL DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY SUCH PARTY'S ACTS OR OMISSIONS, UP TO A MAXIMUM LIABILITY EQUAL TO THE AMOUNT OF THE CONTRACT PRICE. IN NO EVENT WILL EITHER PARTY OR ITS LICENSORS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. OROCK EXPRESSLY DISCLAIMS ALL LIABILITY ASSOCIATED WITH ANY THIRD-PARTY OPEN SOURCE CODE INCLUDED IN THE WORK PRODUCT. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY, DEATH, or FRAUD IS HEREBY INTENDED. Neither party shall bring any action, whether in contract or tort, including negligence, arising out of or in connection with this Agreement, more than six (6) years after the cause of action has accrued.

#### **7. Confidentiality.**

(A) Confidential Information. As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to information that is confidential or proprietary to one another. All information disclosed by a party hereunder that (1) is in writing and marked with an appropriately restrictive legend indicating the confidential or proprietary nature of the information, (2) is disclosed orally and reduced to a writing marked with an appropriately restrictive legend promptly after the oral disclosure, or (3) by its nature or under the circumstances of its disclosure should reasonably be understood to be confidential is referred to herein as "Confidential Information." Customer agrees that it will not provide any personally identifiable information to OROCK.

(B) Obligations. The receiving party (1) shall hold all Confidential Information in confidence; (2) shall use the

Confidential Information only for the purpose of performing its obligations under this Agreement; (3) shall reproduce the Confidential Information only to the extent necessary for such purpose; (4) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a need to know and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (5) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (4) above.

(C) Exceptions. The foregoing restrictions do not apply to Confidential Information that (1) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (2) was in the receiving party's lawful possession before the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (4) is independently developed by the receiving party without reference to or in reliance on the Confidential Information; or (5) the disclosing party agrees in writing. ORock recognizes 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. is free of such restrictions.

(D) Reserved.

## **8. Termination.**

(A) Termination. 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, ORock 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.

(B) Survival. Except as otherwise specified in Section 8(C) below, Sections 3, 4, 6, 7, 8(B), 8(C) and 9 survive any termination of this Agreement.

(C) Effect of Termination for Breach. If Customer materially breaches Section 3 above, then, ORock may bring the matter to the Contracting Officer. upon OROCK's request Customer shall, at OROCK's option, either return to OROCK, or destroy and certify in writing to OROCK that it has destroyed, the original and all copies, in whole or in part, in any form, of the Work Product and any other Confidential Information disclosed by OROCK hereunder.

## **9. General.**

(A) Export Laws. The Work Product may subject to certain export control Laws and regulations that may restrict exports, re-exports and disclosures to foreign persons of cryptographic items. Performance of this Agreement is expressly made subject to any export Laws, regulations, orders or other restrictions imposed by any country or governmental entity on the Work Product or information relating thereto. Notwithstanding any other provision of this Agreement to the contrary, Customer shall not directly or indirectly import, export or re-export any Work Product or information pertaining thereto to any country or foreign person to which such import, export or re-export is restricted or prohibited unless Customer first secures, if applicable, an appropriate export license or other governmental approval. Customer unconditionally accepts full responsibility for compliance with these requirements.

(B) Governing Law. The validity, construction and performance of this Agreement shall be governed by the Laws of the United States of America. The Uniform Computer Information Transactions Act does not apply to this Agreement or to Orders placed under it.

(C) Entire Agreement; Modification. This Agreement and each SOW, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitute the entire understanding between Customer and OROCK with respect to the subject matter hereof, and OROCK makes no representations to Customer except as expressly set forth herein or in the SOW. In the event of a conflict between this Agreement and a SOW, the SOW governs. Terms and conditions set forth in any purchase order or other document provided by Customer to

OROCK that differ from, conflict with, or are not included in this Agreement or SOW are not part of any agreement between OROCK and Customer unless specifically accepted by OROCK in writing. This Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto. The failure of either party, in any one or more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term.

(D) Assignability. Neither party may assign this Agreement, or any of its rights or obligations hereunder, without the other party's written consent, which consent shall not be unreasonably withheld.

(E) Severability. If any provision of this Agreement is for any reason held illegal or unenforceable, then such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.

(F) Notice. All notices given by either party to the other party under this Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested, to the other party's General Counsel, at its address set forth above.

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

(H) Counterparts. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(I) Language. This Agreement has been drawn up in and shall be construed in accordance with the English language.

(J) Independent Contractors. The relationship between Customer and OROCK is solely that of independent contractors and not that of an agency, partnership, or joint venture. Neither party has the authority to represent or bind the other.



## SCHEDULE B

### DATA PROCESSING TERMS

The Data Processing Terms (DPT) include the terms in this section. Capitalized terms not set forth herein have the meanings ascribed to them in the Service Agreement.

The Data Processing Terms also include the “Standard Contractual Clauses,” pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to processors established in third countries under the EU Data Protection Directive. The Standard Contractual Clauses are enclosed as an attachment to the Data Processing Terms. In addition,

- Execution of the Service Agreement includes execution of Standard Contractual Clauses, which is countersigned by ORock Technologies, Inc. (“ORock”);
- The terms in Customer’s Cloud Services Agreement (“Service Agreement”), including the DPT, constitute a data processing agreement under which ORock is the data processor; and
- The DPT control over any inconsistent or conflicting provision in Customer’s Service Agreement and, for each subscription, will remain in full force and effect until all the related Customer Data is deleted from ORock’s systems in accordance with the DPT.

Customer may opt out of the “Standard Contractual Clauses” or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to ORock in a written notice (under terms of the Customer’s Service Agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple Service Agreements, the Service Agreement to which the opt out applies;
- if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and
- if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

**In the DPT, the term “Cloud Services” applies to all ORock cloud services. “Customer Data” includes only Customer Data that is provided through use of those Cloud Services.**

#### Location of Customer Data at Rest

ORock operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities. ORock does not control or limit the regions from which Customer or Customer’s end users may access or move Customer Data.

#### Privacy

- **Customer Data Deletion or Return.** No more than 90 days after expiration or termination of Customer’s use of an Online Service, ORock will disable the account and delete Customer Data from the account.

- **Transfer of Customer Data.** Unless Customer has opted out of the Standard Contractual Clauses, all transfers of Customer Data out of the European Union, European Economic Area, and Switzerland shall be governed by the Standard Contractual Clauses. ORock will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.
- **ORock Personnel.** ORock personnel will not process Customer Data without authorization from Customer. ORock personnel are obligated to maintain the security and secrecy of any Customer Data as provided in the DPT and this obligation continues even after their engagement ends.
- **Subcontractor Transfer.** ORock may hire subcontractors to provide certain limited or ancillary services on its behalf. ORock shall remain liable for the actions and services provided by such Subcontractors at all times. Any subcontractors to whom ORock transfers Customer Data, even those used for storage purposes, will have entered into written agreements with ORock that are no less protective than the DPT. Customer has previously consented to ORock's transfer of Customer Data to subcontractors as described in the DPT. Except as set forth in the DPT, or as Customer may otherwise authorize, ORock will not transfer to any third party (not even for storage purposes) Personal Data Customer provides to ORock through the use of the Cloud Services. ORock maintains a list of ORock Affiliates and Third Party Subprocessors authorized to access and/or process Customer Data in the Cloud Services as well as the limited or ancillary services they provide. At least 3 months before authorizing any new subcontractor to access Customer Data, ORock will update the list and provide Customer with a mechanism to obtain notice of that update. If Customer does not approve of a new subcontractor, then Customer may terminate the affected Online Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, ORock will remove payment obligations for the terminated Cloud Services from subsequent Customer invoices.

## Security

- **General Practices.** ORock has implemented and will maintain and follow for the Cloud Services the following security measures, which, in conjunction with the security commitments in the Service Agreement, are ORock's only responsibility with respect to the security of Customer Data.

Domain	Practices
Organization of Information Security	<p><b>Security Ownership.</b> ORock has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.</p> <p><b>Security Roles and Responsibilities.</b> ORock personnel with access to Customer Data are subject to confidentiality obligations.</p> <p><b>Risk Management Program.</b> ORock performs a risk assessment before initially processing the Customer Data or launching the Cloud Services service. ORock retains its security documents pursuant to its retention requirements after they are no longer in effect.</p>
Asset Management	<p><b>Asset Inventory.</b> ORock maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to ORock personnel authorized in writing to have such access.</p> <p><b>Asset Handling</b></p> <ul style="list-style-type: none"> <li>- ORock does not classify Customer Data.</li> <li>- ORock imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data.</li> <li>- ORock personnel must obtain ORock authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside ORock's facilities.</li> </ul>
Human Resources Security	<p><b>Security Training.</b> ORock informs and trains its personnel about relevant security procedures and their respective roles. ORock also informs and trains its personnel of</p>

Domain	Practices
	possible consequences of breaching the security rules and procedures. ORock will only use anonymous data in training.
Physical and Environmental Security	<p><b>Physical Access to Facilities.</b> ORock limits access to facilities where information systems that process Customer Data are located to identified authorized individuals only.</p> <p><b>Physical Access to Components.</b> Unless otherwise disclosed by customers, ORock maintains only limited records of the authorized senders/recipients, date and time, and that media is loaded to the Cloud Services.</p> <p><b>Protection from Disruptions.</b> ORock uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.</p> <p><b>Component Disposal.</b> ORock uses industry standard processes to delete Customer Data when it is no longer needed.</p>
Communications and Operations Management	<p><b>Operational Policy.</b> ORock maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.</p> <p><b>Data Recovery Procedures</b></p> <ul style="list-style-type: none"> <li>- On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), ORock maintains single or multiple copies of Customer Data from which Customer Data can be recovered based on the particular Cloud Services.</li> <li>- ORock stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located.</li> <li>- ORock has specific procedures in place governing access to copies of Customer Data.</li> <li>- ORock reviews data recovery procedures at least every six months.</li> <li>- ORock logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.</li> </ul> <p><b>Malicious Software.</b> ORock has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks.</p> <p><b>Data Beyond Boundaries</b></p> <ul style="list-style-type: none"> <li>- ORock encrypts, or enables Customer to encrypt, Customer Data that is transmitted over public networks.</li> <li>- ORock restricts access to Customer Data in media leaving its facilities.</li> </ul> <p><b>Event Logging.</b> ORock logs, and enables Customer to log, access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.</p>
Access Control	<p><b>Access Policy.</b> ORock maintains a record of security privileges of individuals having access to Customer Data.</p> <p><b>Access Authorization</b></p> <ul style="list-style-type: none"> <li>- ORock maintains and updates a record of personnel authorized to access ORock systems that contain Customer Data.</li> <li>- ORock deactivates authentication credentials that have not been used for a period not to exceed six months.</li> <li>- ORock identifies those personnel who may grant, alter or cancel authorized access to data and resources.</li> <li>- ORock ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers, log-ins and authentication credentials.</li> </ul>

Domain	Practices
	<p><b>Least Privilege</b></p> <ul style="list-style-type: none"> <li>- Technical support personnel are only permitted to have access to Customer Data when needed.</li> <li>- ORock restricts access to Customer Data to only those individuals who require such access to perform their job function.</li> </ul> <p><b>Integrity and Confidentiality</b></p> <ul style="list-style-type: none"> <li>- ORock instructs ORock personnel to disable administrative sessions when leaving premises ORock controls or when computers are otherwise left unattended.</li> <li>- ORock stores passwords in a way that makes them unintelligible while they are in force.</li> </ul> <p><b>Authentication</b></p> <ul style="list-style-type: none"> <li>- ORock uses industry standard practices to identify and authenticate users who attempt to access information systems.</li> <li>- Where authentication mechanisms are based on passwords, ORock requires that the passwords are renewed regularly.</li> <li>- Where authentication mechanisms are based on passwords, ORock requires the password to be at least twelve characters long.</li> <li>- ORock ensures that de-activated or expired identifiers are not granted to other individuals.</li> <li>- ORock monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password.</li> <li>- ORock maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.</li> <li>- ORock uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.</li> <li>- ORock may but is not required unless set forth in the Cloud Services, use customer data to enable additional authentication of Users that extends beyond current industry standard practices.</li> </ul> <p><b>Network Design.</b> ORock has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.</p>
Information Security Incident Management	<p><b>Incident Response Process</b></p> <ul style="list-style-type: none"> <li>- ORock maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the party reporting the breach, and to whom the breach was reported, and the procedure for recovering data.</li> <li>- For each security breach that is a Security Incident, notification by ORock shall be made without unreasonable delay and, in any event, within 5 business days. A "Security Incident" is defined as any unlawful access to any Customer Data stored on ORock's equipment or in ORock's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data.</li> <li>- ORock tracks, or enables Customers to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.</li> </ul> <p><b>Service Monitoring.</b> ORock security personnel verify logs at least every six months to propose remediation efforts if necessary.</p>
Business Continuity Management	<ul style="list-style-type: none"> <li>- ORock maintains emergency and contingency plans for the facilities in which ORock information systems that process Customer Data are located.</li> <li>- ORock's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last-replicated state from before the time it was lost or destroyed.</li> </ul>

## **Cloud Services Information Security Policy**

Cloud Services and the ORock Base Infrastructure follow a written data security policy (“Information Security Policy”) that has been Validated against NIST Special Publication 800-53.

Subject to non-disclosure obligations, ORock will make each Information Security Policy available for review by Customer, along with other information reasonably requested by Customer in writing regarding ORock security practices and policies, all subject to ORock’s policies and procedures, which include onsite review.

Customer is solely responsible for reviewing each Information Security Policy and making an independent determination as to whether it meets Customer’s requirements.

If the Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

### **ORock Audits of Cloud Services**

For each Cloud Service, ORock will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data (including Personal Data), as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually for the Cloud Services.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for applicable controls standard or frameworks.
- Each audit will be performed by qualified, independent, third party security auditors at ORock’s selection and expense.
- Each audit will occur not more than once in a 12-month period and will be subject to applicable Government security requirements.

Each audit will result in the generation of an audit report (“ORock Audit Report”), which will be ORock’s Confidential Information. The ORock Audit Report will clearly disclose any material findings by the auditor. ORock will promptly remediate material findings raised in any ORock Audit Report to the satisfaction of the auditor.

If Customer requests, ORock will provide Customer with access to each ORock Audit Report so that Customer can verify ORock’s compliance with the security obligations under the DPT. The ORock Audit Report will be subject to ORock’s policies and procedures, including strict non-disclosure and onsite review requirements.

If the Standard Contractual Clauses apply, then (1) Customer agrees to exercise its audit right by instructing ORock to execute the audit as described in this section of the DPT, and (2) if Customer desires to change this instruction, then Customer has the right to do so as set forth in the Standard Contractual Clauses, which shall be requested in writing.

If the Standard Contractual Clauses apply, then nothing in this section of the DPT varies or modifies the Standard Contractual Clauses or affects any supervisory authority’s or data subject’s rights under the Standard Contractual Clauses.



**SCHEDULE C**  
**FAR FLOWDOWNS**

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## SCHEDULE D

### 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 ORock cloud service available with a Monthly Uptime Percentage (as defined below), in each case during any monthly billing cycle (the “Service Commitment”). In the event ORock cloud 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 ORock cloud Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
  - For ORock Private Autonomous Infrastructure, ORock Elastic Cloud and ORock On-Premise to Cloud, when all 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;
    - 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.

<b>Service Commitment: Monthly Uptime Percentage – Single Node Instantiation - (99.9%)</b>	<b>Service Credit Percentage</b>	<b>Service Commitment: Monthly Uptime Percentage – Multi-Node Instantiation - (99.99%)</b>	<b>Service Credit Percentage</b>
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](mailto: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 ORock cloud 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 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, 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.

**SCHEDULE E**  
**SUPPORT AGREEMENT**

<b>Hours of Service Desk Support:</b> Phone: 1-833-376-7625 eMail: nocoperations@orocktech.com	7 days a week	24 Hours a day, 365 days a year
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<b>Priority-(Severity)</b>	<b>Target Response</b>	<b>Target Resolution</b>
1 - (Critical)	30 mins	1 Hour
2 - (High)	60 mins	2 Hours
3 - (Medium)	4 Hours	24 Hours
4 - (Low)	72 Hours	7 Days

<b>Priority (Severity)</b>	<b>Description</b>
1 - (Critical)	<p>An incident which involves service not available or a serious malfunction of the service with impact on ORock's direct delivery to single or multiple Customers</p> <ul style="list-style-type: none"> <li>• Total loss of service to all Users and no work-around available</li> <li>• Loss of functionality resulting in Customer Users/workgroups being unable to access the Services</li> <li>• Unavailability of one or more Services</li> </ul>
2 - (High)	<p>An incident which involves service not available with impact on ORock's single or multiple Customers or a serious mal-function of the service with potential impact on ORock's direct delivery to Customers</p> <ul style="list-style-type: none"> <li>• Loss of functionality which severely impedes all or some material Services</li> <li>• Customer's Users/workgroups being unable to continue with normal business processing</li> <li>• Partial loss of availability of one or more Services</li> </ul>
3 - (Medium)	<p>An incident that involves degradation or risk to quality of service with impact on one or more Customers</p> <ul style="list-style-type: none"> <li>• Issue not impeding Customers' Users/workgroups from being able to continue with normal business processing</li> <li>• Potential to cause more serious issue if not investigated and addressed</li> </ul>
4 - (Low)	<p>An issue for which the final resolution is outside the control of ORock or does not substantially affect the Services. ORock will consider resolving the issue in a future release.</p> <p>General Service related questions and requests for information.</p>

## SCHEDULE F

### PRIVACY POLICY

#### PLEASE READ THIS DOCUMENT CAREFULLY

##### Introduction

ORock, Technologies Inc. respects your privacy and is committed to protecting it. This privacy policy applies to <https://orocktech.com> ("Website") and to all products and services offered by ORock (collectively, "ORock", "ORock Platform", "We", "Us" or "Our"). This Privacy Policy describes ORock's policies and procedures on the collection, use and disclosure of your personal data when you use the ORock Platform. It also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal data. We will not use or share your confidential information with anyone except as described in this Privacy Policy. This Privacy Policy does not apply to information we collect from other sources. This website is not intended for children and we do not knowingly collect data relating to children. Information which you do not designate as confidential may be publicly available and disclosed.

It is important that you read this Privacy Policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. Our website and related services are hereinafter collectively referred to as our "services". We respect your privacy and are committed to maintaining and using any information we collect through your use of our services responsibly.

ORock is data processor for the processing of personal data in relation to ORock accounts and in relation to the use of our website. This Privacy Policy only concerns the processing for which ORock is data processor.

Please read this Privacy Policy carefully prior to accessing or using our services. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this Privacy Policy.

If you have any questions, please contact as at: [privacy@orocktech.com](mailto:privacy@orocktech.com).

##### The Information We May Collect

Our primary purpose in collecting information from or about you is to provide you with a safe, smooth, efficient, and customized experience. Depending on the way you use our services, we collect information about you that we deem necessary for providing services and features that optimize, secure, and ease your user experience with ORock.

*Personal Information or Personal Data ("PII"):* ORock may collect and process information that could be directly or indirectly associated with you; information such as your full name, company name where applicable, user name and password, phone number, email address, billing or mailing address, credit/debit card information and other information that you share with ORock. You can choose not to provide us with certain information, but that may result in you being unable to use certain features of our services because such information may be required for you to register for an account; purchase products or services; participate in a contest, promotion, or survey; ask a question; or initiate other transactions on our website.

*Payment Information:* For the purposes of billing ORock accounts, we may request your credit card and certain contact information, such as a billing address. We retain credit card information internally for all payment processing related to our services. The payment information is necessary for you to use our services and failure to provide such information may result in you not being able to use our services.

*Third Party Payment Processors:* Payments processed via the ORock Platform by third party payment processors are subject to the terms of use and privacy policies of those payment gateways and are not accessible or controlled by ORock. For payments processed via third party payment processors, we may receive information



related to your payment card type and last four digits, postal code, country of origin, and payment expiration date. For additional information, we recommend that you review the third-party payment processor's Privacy Policy.

*Mobile Application:* ORock offers a mobile application and may, depending on your privacy settings, collect certain information about you and your devices when you access our services through your mobile or other Internet connected devices. ORock does not ask for or purposefully track any precise location-based information. We use mobile analytics software to allow us to better understand the functionality of our services on your mobile or other Internet connected devices, which may record data relating to usage, performance, and download and will be treated like Demographic and Usage Data (discussed below).

*Information from Third Party Platforms:* You may allow our services to interact with one or more third party social networks or platforms (such as Facebook), which will provide data about you to us ("Platform(s)"). The information you allow ORock to access varies by Platform, and it is affected by the privacy settings you and those that you are connected with establish while using such Platforms. Platforms are operated, controlled, and maintained by third parties that are not operated, controlled, or maintained by ORock. We recommend that you read the terms of use or service and privacy policies of those Platforms to understand how they collect and treat your data and what data they might share with us or other third parties.

#### *Demographic and Usage Data: Cookies and Similar Technologies*

ORock may collect information through the use of cookies, HTML5 local storage, and other similar technologies.

#### Cookies

"Cookies" are alphanumeric identifiers in the form of text files that are inserted and stored by your web browser on your hard drive. ORock may set and access cookies on your computer or wireless device to track and store preferential information about you. We may gather anonymous information about Users through cookie technology on an individual and aggregate level. Such information is used within ORock internally and is only shared with third party advertisers, if any, on an aggregated or non-personally identifiable basis.

You may opt out of receiving cookies from our website by following the instructions in your web browser. Note, however, that deleting cookies or directing your browser to refuse them may limit your ability to use certain portions of our website that require cookies to function. ORock gathers certain information automatically and stores it in log files. This information may include Internet protocol (IP) addresses, browser type, operating system, and other usage information about the use of our website, including a history of the pages you view.

#### Non-Personal Information: Web Beacons, Action Tags and Log Files

Web Beacons: Web Beacons, also known as pixel tags and clear GIFs, ("Web Beacons"), are electronic images that allow a website to access cookies and help track marketing campaigns and general usage patterns of visitors to those websites. Web Beacons can recognize certain types of information, such as cookie numbers, time and date of a page view and a description of the page where the Web Beacons are placed. No PII about you is shared with third parties through the use of Web Beacons on our website. However, through Web Beacons, we may collect general information that will not personally identify you, such as: Internet browser, operating system, IP address, date of visit, time of visit and path taken through the website. In addition, we may also use web beacons in HTML-based emails sent to users to track which emails are opened by recipients.

Action Tags: ORock uses action tags. An action tag is a small piece of code that is placed on a webpage or in an email in order to track the pages viewed or the messages opened, the date and time when someone visited our website, the website from which the visitor came, the type of browser used, and the domain name and address of the user's Internet Service Provider. Action tags allow us to better understand how Users and visitors use the ORock Platform or browse through our pages, so that we can improve access to and navigation through the site, add or modify pages, according to our user's patterns. Action tags cannot be removed or deleted by our users, because they are part of the programming of a webpage.

**Log Files:** Log file information is automatically reported by your browser each time you access a web page. When you use the ORock Platform, our servers automatically record certain information that your web browser sends out whenever you visit any website. These server logs may include information such as your web request, IP address, browser type, referring/exit pages, operating system, date/time stamp, the files viewed on our site (e.g., HTML pages, graphics, etc.) and URLs, number of clicks, domain names, landing pages, pages viewed, and other similar information.

#### **Behavioral Targeting**

ORock partners with a third party to either display advertising on our website or to manage our advertising on other sites. ORock's third party partner may use cookies or similar technologies in order to provide you advertising based upon your browsing activities and interests. If you wish to opt out of interest-based advertising click here - [Unsubscribe](#). Please note you will continue to receive generic ads.

#### **Do Not Track Signals**

ORock does not track or use Do Not Track signals.

Note: ORock may also collect other Non-Personal Information as visitors browse our website, such as the web traffic, what pages are visited, from where visitors come, and other demographic information, such as age, gender, and search habits. We may compile this Non-Personal Information to enable statistical analysis of our services that would be used internally or with external assistance to make improvements to our website and services.

### **How We Use the Information We Collect & Disclosure of your PII**

All organizations need a legal reason to use your personal information. If they do not have one, they cannot use such information. There are legal grounds that enable data processing, and we will use your PII in accordance with applicable data protection legislation, this Privacy Policy and the General Data Protection Regulation (2016/679/EU) ("GDPR"). Below are the most relevant grounds you should be aware of with respect to ORock's legal bases for using or disclosing your PII:

ORock may disclose any of your information, which in some cases includes PII, in the following situations:

1. With your consent. We may transmit your PII to a third party when you give us express permission to do so. For example, this may occur when we complete a transaction on your behalf or at your request.
2. To enter into or to fulfil a contract. We may use your PII to provide you with access to your account or other products you have signed up for.
3. For a legitimate interest. We may use your PII where it would help achieve ORock's business objectives or to facilitate a benefit to you or someone else. Where we want to rely on legitimate interests as a legal basis, we will carry out a balancing test between our legitimate interests and your privacy rights.
4. With our authorized service providers. ORock may share your PII with our authorized service providers that perform certain services and process PII on our behalf. These services may include providing customer service and marketing assistance, performing business and sales analysis, supporting our website functionality, and supporting contests, sweepstakes, surveys and other features offered through our website. These service providers may have access to PII needed to perform their functions but are not permitted to share or use such information for any other purposes.
5. Payment providers and your bank. For the purpose of administrating payments within our services, we may disclose your PII to third party payment providers and your bank.
6. With our business partners. When you make purchases, reservations or engage in promotions offered through our website, we may share PII with the businesses with which we partner to offer you those products, services, promotions, contests and/or sweepstakes.

7. In connection with a substantial corporate transaction, such as the sale of our business; a divestiture, merger, consolidation, or asset sale; or in the event of bankruptcy. If another company acquires ORock, that company will take on all responsibility for the information we collect, including PII, and it will assume all rights and obligations with respect to that information. Should this happen, the acquiring company may implement its own policies with respect to your information.
8. If we are required to disclose information by law, ORock may be obligated to disclose a User's personal information, if directed by a court of law or other governmental entity. Without limiting the foregoing, we reserve the right to disclose such information where we have a good faith basis to believe that such action is necessary to: (a) comply with applicable laws, regulations, court orders, government and law enforcement agencies' requests; (b) protect and defend ORock's or third party's rights and property, or safety of ORock, our users, our employees, or others; (c) prevent, detect, investigate and take measures against criminal activity, fraud and misuse or unauthorized use of our services and/or to enforce our Terms of Use or other agreements or policies; and/or (d) protect your personal safety or property or that of the public. In the event that your information is disclosed, we will comply with the law and make commercially reasonable efforts to notify you.

### **Data Retention**

We will save your PII until six months after you erase your user account, or otherwise exercise your right to erase your PII, unless otherwise required by law.

### **Access to Your Information and other rights**

You are at any time, and free of charge, entitled to receive a copy of the PII that we hold about you and information about the processing thereof. Please note that in order to be able to answer your request; ORock will need to be able to determine your identity.

If you believe that any PII we are holding is incorrect or incomplete, please send an email with your specific request to [privacy@orocktech.com](mailto:privacy@orocktech.com). We will work with you to make any corrections deemed necessary. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

You have the right to request that ORock restricts the processing of your PII under certain conditions, for example, if you contest the accuracy of the PII, the processing may be restricted for a period enabling ORock to verify the accuracy of the PII or if ORock no longer needs the PII for the purposes of the processing but you require the PII for the establishment, exercise or defense of legal claims.

You have the right to have your PII deleted without undue delay and ORock is obliged to delete your PII without undue delay if, for example the PII is no longer necessary in relation to the purpose for which it was collected or otherwise processed. Please note that ORock is not obliged to delete the PII if ORock can show that the processing is necessary, for example, for the establishment, exercise or defense of a legal claim.

If you provide your email address to ORock, you will always have the opportunity to opt out of receiving email newsletters and promotions through the unsubscribe link in the email communications or by logging into and changing the preferences for your user account. We may send you other types of transactional and relationship e-mail communications, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them. Please note that changing information in your account, or otherwise opting out of receipt of promotional email communications will only affect future activities or communications from us. If we have already provided your information to a third party (such as a credit card processing partner) before you changed your preferences or updated your information, you may have to change your preferences directly with that third party.

You have the right to object, on grounds relating to your particular situation, at any time to ORock's processing of your PII if the processing is based on, for example, legitimate interests. If you object to such processing, ORock will no longer be entitled to process your PII based on such legal basis, unless ORock can

demonstrate compelling legitimate grounds for the processing which overrides your interests, rights and freedom or if it is conducted for the establishment, exercise or defense of a legal claim.

You have, under certain conditions, the right to receive the PII concerning you and which you have provided to ORock, in a structured, commonly used and machine-readable format and have the right to transmit such PII to another data controller without ORock trying to prevent this, where ORock's processing of your PII is based a contract or consent and the processing is carried out by automated means. In such case you have the right to request that the PII shall be transmitted from ORock directly to another data controller, where technically feasible.

You also have the right to withdraw your consent, if applicable. If you withdraw your consent, please note that this does not affect the lawfulness of the processing based on your consent before its withdrawal and that ORock may, under certain circumstances, have another legal ground for the processing and therefore may be entitled to continue the processing.

If you would like to exercise your rights, you may contact us on the contact details provided at the bottom of this Privacy Policy.

If you are unhappy with our processing of your PII you may lodge a complaint with a competent supervisory authority, for example in the country of your habitual residence, place of work or of an alleged infringement of the General Data Protection or other applicable data privacy laws.

### **Our Policy Concerning Children**

Our Website is not intended for children under 13 years of age. Our website and services are offered and available only to you if are 18 years or older, or if you are between 13 and 18 years old and have obtained the consent of a parent or legal guardian prior to accessing the website, registering an account, or using the services. If you do not meet this eligibility requirement, you may not use our website or services. ORock does not knowingly collect or store any personal information from or about children under the age of 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information in conformity with the Children's Online Private Protection Rule ("COPPA"). If you believe that ORock might have any information from or about a child under the age of 13 may submit a request to [privacy@orocktech.com](mailto:privacy@orocktech.com) and request that such information be removed.

### **Securing Your Information**

ORock takes a range of security measures designed to protect your PII and keep it confidential (unless it is non-confidential by nature) and free from any unauthorized alteration. For example, only authorized employees are permitted to access personal information, and they may do so only for permitted business functions. In addition, we use encryption in the transmission of financial information between your system and ours, and we use firewalls to help prevent unauthorized persons from gaining access to your personal information.

Where we have given you (or where you have chosen) a password for access to certain parts of our website, you are responsible for keeping this password confidential. As the safety and security of your information also depends on the precautions you take, we ask you not to share your password with anyone.

### **Third Parties and Other Information Collectors**

Except as otherwise expressly included in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to other parties through our website, different rules may apply to their use, collection, and disclosure of the personal information you disclose to them. Since we do not control the information use, collection, or disclosure policies of third parties, you are subject to their privacy policies.

Our website may include links to third party websites. Once you have used these links to leave our website, you should note that we do not have any control over third party websites. We are not responsible for the

content of such websites or the protection and privacy of any information which you provide while visiting such sites. Third-party websites are not governed by this Privacy Policy. You should exercise caution and look at the privacy policies applicable to the websites in question.

### **Users Outside of the United States**

The services are hosted in the United States and are governed by the laws of the United States. If you are using the services outside the United States, please be aware that your information will be transferred to, stored, and processed in the United States where ORock's servers and databases are located. By using the Sites, you consent to the transfer of information to countries outside your country of residence.

### **Transfer of personal information to countries outside the EU/EEA**

ORock is established in New York, USA. Your PII is therefore transferred outside the European Union ("EU") and European Economic Area ("EEA"). Such transfer is necessary for the performance of the contract between you and ORock (article 49.1 (b) of the GDPR).

Your PII is also transferred to and processed by third party payment providers. Such transfers are necessary for performance of the contract between you and ORock (article 49.1 (b) of the GDPR).

Some of the third parties identified above may also be located outside the EU/EEA, in which case we will take all necessary steps required under applicable law in order for such transfer of information across borders to be compliant with applicable law. In cases where there is no adequacy decision by the Commission, this may for example include the use of EU model clauses (under Article 46.2 of the GDPR) or ensuring that the recipient is certified under the US-EU Privacy Shield Framework (under Article 45 of the GDPR). You may receive a copy of the relevant safeguards by contacting ORock using the contact details set forth below in this Privacy Policy.

### **No Rights of Third Parties**

This Privacy Policy does not create rights enforceable by third parties or require disclosure of any personal information relating to users of the website.

### **Changes to the Privacy Policy**

We may review and update this Privacy Policy from time to time in our sole discretion and will notify you of such changes. It is our policy to post any changes we make to our Privacy Policy on this page with a notice that the Privacy Policy has been updated on the Website home page. If we make material changes to how we treat our users' personal information, we will notify you by email to the primary email address specified in your account and/or through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Your continued use of the services after receipt of notification of changes to this Privacy Policy is deemed to be acceptance of those changes.

### **Contact Us**

Please note that we have appointed a Privacy Representative who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact the Privacy Representative at [privacy@orocktech.com](mailto:privacy@orocktech.com). You may also write to C/O Privacy Representative, ORock Technologies, Inc; 11921 Freedom Drive, Suite 1180 Reston, Virginia 20190 or call 571-386-0201.