UNQORK FOR GOVERNMENT
END USER LICENSE TERMS

WHEREAS, pursuant to the applicable Master Reseller Agreement (the "**Reseller Agreement**"), Reseller (herein referred to as "**License Partner**") is a license partner of Unqork Inc.;

WHEREAS, the Reseller Agreement requires that this end user license agreement (this "**EULA**") be incorporated into the agreement executed between you ("**you**" or "**Customer**") and License Partner (the "**Customer Agreement**").

Please read this EULA carefully before engaging License Partner's services because they contain provisions that affect your rights and obligations. You acknowledge and confirm that:

(i)   you have read and understand all of the terms, conditions, policies, provisions, disclosures and disclaimers contained herein;

(ii)   as between you and Unqork, this EULA has the same force and effect as a signed agreement and Unqork may enforce the terms of this EULA;

(iii)   you expressly accept and agree to be bound by the terms hereof as an indirect "**Customer**" of Unqork; and

(iv)   the terms of this EULA apply to the services provided by Unqork and prevail over any inconsistent provisions in the Customer Agreement.

License Partner is not authorized to modify this EULA or make any promises or commitments on Unqork's behalf and Unqork is not bound by any obligations to you other than as set forth in this EULA.

1.   <u>Definitions</u>.

"**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, provided to (i) Customer and (ii) by Customer to its Designer Users, in order to verify an individual's identity and authorization for purposes of accessing and using the Documentation, Unqork Systems and Use Case.

"**Affiliate**" means an entity controlled by, controlling, or under common control with a party hereto, where "control" is defined as (i) the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity; (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity; or (iii) the power to exercise a controlling influence over the management or policies of the entity.

"**Analytics**" means End User Analytics and Designer Analytics.

"**Configuration File**" means the JSON file setting forth the structured description and presentation of Customer's Requirements and any other information provided by Customer for inclusion in the Use Case.

"**Customer Data**" means "government information," as defined in OMB Circular A-130, which includes electronic or other physical information, data and other content, in any form or

medium, that is created, collected, downloaded processed, disseminated, disposed of or otherwise received, directly or indirectly from Customer by or through the Use Case.

"**Customer Security Contact"** means Customer's security department, that shall serve as Customer's primary point of notice for data breaches. Upon the Effective Date, Customer shall provide Unqork the necessary contact information for Customer's Security Contact and, if Customer wishes to replace its Customer Security Contact, Customer shall immediately provide written notice to Unqork of the new Customer Security Contact.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"**Customer Third Party Materials**" means materials and information, in any form or medium, including any open-source or other software, free software licenses, documents, data, content, specifications, products, equipment or components that are not proprietary to Unqork and that are required by or requested by Customer and/or the Use Case.

"**Designer Analytics**" means usage and performance analytics that are derived from Designer Users' utilization of the Unqork Systems, including modeling, building and configuration of Use Case(s). For the avoidance of doubt, Designer Data shall not include any Customer Data.

"**Designer User**" means an individual or entity authorized by Customer and to whom Customer has supplied Access Credentials to access and use the Documentation and Unqork Systems.

"**Documentation**" means any manuals, instructions, policies and/or procedures or other documents or materials provided or made available by Unqork (including the Unqork for Government FedRAMP package) and/or the FedRAMP Program Management Office to Customer and its Designer Users, in any form or medium, which describe the functionality, components, features or requirements of the Unqork Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Effective Date**" shall mean the effective date of the first Customer Order issued pursuant to the Reseller Agreement.

"**End User**" means an individual or entity authorized by Customer to access and use the Use Case, but not the Unqork Systems.

"**End User Analytics**" means anonymized usage and performance analytics (and aggregated, where applicable) derived from Processing Customer Data through the Use Case; such that the identity of End Users cannot be identified from the inspection, analysis or use of such analytics or from combining such analytics with other information, data or content. End User Analytics does not include any Customer Data, nor Personal Information or Confidential Information of Customer or its End Users.

"**GovCloud Production Environment**" means that technical setting in which the Unqork Systems operates to support the Use Case for its intended purpose by Customer by End Users. For

the avoidance of doubt, GovCloud Production Environment does not include non-production environments, including pre-production, staging or user access testing environments.

"**Improvements**" means corrections, bug fixes, Updates, improvements, modifications, customizations, adaptations, revisions, enhancements, additions, or changes to the Unqork Systems, whether invented by Unqork, License Partner, Customer or Customer's employees, contractors, or agents.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, Trade Secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of the United States Federal government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction. Law includes any applicable Personal Information Statues.

"**License Partner Third Party Materials**" means materials and information, in any form or medium, including any open-source or other software, free software licenses, documents, data, content, specifications, products, equipment or components of or relating to the Unqork Systems that are not proprietary to License Partner and do not include the Unqork Third Party Materials and/or Customer Third Party Materials.

"**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Party**" means Unqork or Customer, as applicable.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located in accordance with the definition of Personal Identifiable Information set forth in OMB M-10-23 (Guidance for Agency Use of Third-Party Website and Applications). For the avoidance of doubt, Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, and "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998.

"**Process**" means to take any action or perform any operation or set of operations that the Unqork Materials are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display,

disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Representatives**" means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants, independent contractors, service providers, sublicensees, subcontractors, agents, and legal advisors.

"**Requirements**" means License Partner's and/or Customer's, as applicable, requirements for the Use Case, which may include but are not limited to the user-experience and user-interface (HTML and/or CSS files), workflows and business rules associated with those requirements (JSON) and requirements associated with Customer Third Party Materials and/or License Partner Third Party Materials. Requirements are License Partner and/or Customer Confidential Information, as applicable, and are part of the Configuration File.

"**SLA**" the Service Level Agreement set forth in **Schedule B**.

"**Trade Secrets**" means information, including formulas, patterns, compilations, programs, devices, methods, techniques, or processes, that derives independent economic value, whether actual, potential, or both, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"**Unqork Materials**" means the Use Case, Documentation, and Unqork Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any technical or functional descriptions, requirements, plans or reports, that are provided or used by Unqork or any Subcontractor in connection with the Use Case and/or Unqork Systems or otherwise comprise or relate to the Use Case or Unqork Systems. For the avoidance of doubt, Unqork Materials include Analytics and any information, data or other content derived from Unqork's monitoring of Customer's access to or use of the Unqork Materials, but do not include Customer Data.

"**Unqork Personnel**" means all individuals involved in the performance of this EULA as employees, agents or independent contractors of Unqork.

"**Unqork Systems**" means the [Unqork for Government](#) platform deployed in a non-production environment, including all Improvements and Updates, but excluding any Use Cases.

"**Unqork Third Party Materials**" means materials and information, in any form or medium, including any open-source or other software, free software licenses, documents, data, content, specifications, products, equipment or components of or relating to the Unqork Systems that are not proprietary to Unqork and do not include License Partner Third Party Materials and/or Customer Third Party Materials.

"**Update**" means a subsequent release(s) of the Unqork Systems that Unqork generally makes available to its GovCloud customers at no additional fee, which will be made available to Customer provided that License Partner and/or Customer, as applicable, has paid all applicable fees as set forth in each Customer Order. "Update" shall include updated versions of the Unqork Systems. Notwithstanding the foregoing, "Update" shall not include any release, option or future product or program separately licensed by Unqork.

"**Use Case**" means the configured application(s) deployed into a GovCloud Production Environment as described in the applicable Customer Order.

"**Users**" means, collectively, Designer Users and End Users.

2.   Services.

2.1   Customer Orders. During the Term, subject to and conditioned on compliance by (i) License Partner with the terms of the Reseller Agreement and (ii) Customer with the terms of this EULA (including Schedule A hereto), Unqork shall provide to Customer access to the Unqork Materials described in the applicable purchase order issued pursuant to the Reseller Agreement (each, a "**Customer Order**"). License Partner is responsible for the accuracy of any Customer Order communicated to Unqork. Each Customer Order shall be attached as additional schedule(s) to the Reseller Agreement, will form a part of such agreement, and shall be subject to this EULA.

2.2   Unqork for Government FedRAMP Package. The Unqork for Government FedRAMP package can be obtained through the FedRAMP Marketplace using the FedRAMP Package Access Request Form by a requestor with a .gov or .mil email address.

2.3   U.S. Government Rights. Services provided hereunder and the Unqork Materials are "commercial items", "commercial computer software" and "commercial computer software documentation," pursuant to DFAR section 227.7202 and FAR section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Services and Unqork Materials by the United States Government shall be governed solely by this EULA and are prohibited except to the extent expressly permitted by this EULA and as required by law. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the United States Government.

2.4   Unqork System Control. Except as otherwise expressly provided in this EULA:

(a)   Unqork has and will retain sole control over the operation, provision, maintenance and management of the: (i) location(s) of the Unqork Systems; (ii) Unqork Materials, including their deployment, modification and replacement; and (iii) performance of maintenance, upgrades, corrections and repairs of the Unqork Systems. Notwithstanding anything to the contrary in this EULA, all Processing of Customer Data by or on behalf of Unqork shall be provided solely from within, and on computers, systems, networks and other infrastructure located in, the United States unless otherwise agreed or directed in advance and in writing by the Parties.

(b)   Unqork reserves the right, in its sole discretion, to make any changes to the Unqork Materials, that it deems necessary or useful to: (i) maintain, enhance and/or expand (1) the quality or delivery of Unqork's services to its customers, (2) the competitive strength and/or scalability of or market for Unqork's services or (3) the Unqork Materials' efficiency or performance; or (ii) to comply with applicable Law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to the Unqork Materials. The Parties shall evaluate and, if agreed, implement all such requested changes in the form of an amended Order or SOW ("**Change Order**"). No requested changes will be effective unless and until memorialized in writing and signed by both Parties.

(c)   Unqork shall perform routine data backups as set forth in the Unqork for Government FedRAMP package. In the event of any loss, destruction, damage or corruption of Customer Data caused by the Unqork Systems, Unqork will (as its sole obligation and liability and as Customer's sole remedy) use commercially reasonable efforts to restore the Customer Data from Unqork's then most current backup of such Customer Data. Backups performed by the Unqork Systems do not replace the need for Customer to maintain regular data backups or redundant data archives and Customer acknowledges and agrees that it is Customer's responsibility to maintain regular data backups and redundant data archives. UNQORK HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA CAUSED, DIRECTLY OR INDIRECTLY, BY CUSTOMER, USERS OR THE CUSTOMER SYSTEMS.

2.5   Customer Service Management.

(a)   Each Party shall, throughout the Term, maintain within its organization a service manager ("**Service Manager**") to serve as such Party's primary point of contact for day-to-day communications, consultation and decision-making regarding the Unqork Materials. Each Service Manager shall be responsible for providing all day-to-day consents and approvals on behalf of such Party under this EULA. Each Party shall ensure its Service Manager has the requisite organizational authority, skill, experience and other qualifications to perform in such capacity. Unqork's Service Manager and Customer's Service Manager shall be identified in each Customer Order. If either Party's Service Manager ceases to be employed by such Party or such Party otherwise wishes to replace its Service Manager, such Party shall promptly name a new Service Manager and shall notify the other Party in writing.

(b)   Customer's Service Manager will designate no more than ten (10) Persons who will be authorized to contact Unqork (each, a "**Designated Contact Person**") with support questions in accordance with the SLA. The Service Manager may designate different Designated Contact Persons for different Orders, as applicable. The Service Manager will provide Unqork a written list of the Designated Contact Persons, which may be revised by the Service Manager from time to time.

2.6   Background Checks.   Unqork has previously conducted or shall conduct a satisfactory background check on any Unqork employees that will be on Customer's premises (including any location designated by Customer) or have access to Customer's Confidential Information. A satisfactory background check for Unqork employees includes a minimum of the following requirements: (a) criminal history check in all counties, states, and federal districts where the Unqork employee has lived, worked, and attended school during the previous seven (7) years; (b) verification of that all Unqork employees accessing Customer's GovCloud Production Environment is a U.S. Person under applicable Law; (c) employment verification for the past seven (7) years or past three (3) employers, whichever is more recent. Unqork shall make an individualized assessment of whether or not to permit any Unqork employee having a record of a gross misdemeanor or felony involving violence, dishonesty, or fraud (or similarly categorized crimes for those individuals outside of the United States) to be on Customer's premises or have access to Customer's Confidential Information. Unqork shall reasonably determine whether such Unqork employee should be excluded from performing services for Customer by making an individualized assessment, taking into account the nature and gravity of the crime, the time elapsed

since the crime and/or completion of any applicable sentence, the nature of the services to be provided, in accordance with and applying all other requirements of applicable Laws.

2.7   Subcontractors. No subcontractors will be used to perform any of Unqork's obligations, including the hosting of the Unqork Systems and the Use Case under this EULA, other than those subcontractors listed in the Unqork for Government FedRAMP package (each, a "**Subcontractor**"). Each Subcontractor will be bound by similar confidentiality requirements as those contained herein.

2.8   Service Level Agreement. Subject to the terms and conditions of this EULA and the SLA, Unqork will use commercially reasonable efforts to make the Unqork Systems Available at least ninety-nine and nine-tenths percent (99.9%) of the time, as measured over the course of each Service Period (as defined in the SLA).

2.9   Customer Obligations. Customer has and will, at all times during the Term, retain sole responsibility for, and employs all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to:

(a)   operate, maintain and manage all access to and use of, the Customer Systems and the Unqork Materials by any Users by or through the Customer Systems or any other means controlled by Customer, including any: (i) information, instructions or materials provided by any Users input into the Use Case or provided to Unqork; (ii) results obtained from any use of the Use Case or Unqork Materials; and (iii) conclusions, decisions or actions based on such use;

(b)   control the content and use of all Customer Data and all information, instructions and materials provided by or on behalf of Customer or any Person designated by Customer (including, but not limited to, Users) in connection with the Use Case;

(c)   secure, maintain and operate the Customer Systems in accordance with generally accepted industry standards;

(d)   securely administer the distribution and use of all Access Credentials and protect against any unauthorized access;

(e)   ensure and monitor all access to and use of the Unqork Materials by any User directly or indirectly by or through the Customer Systems using the Access Credentials;

(f)   properly configure Use Case and use the Unqork Materials and otherwise take appropriate action to secure, protect and backup the Customer Data, including use of encryption, in a manner that will provide appropriate security and protection from unauthorized access and routinely archive the Customer Data;

(g)   properly implement, and comply with the requirements of, any Customer Third Party Materials; and

(h)   comply with all Unqork policies and requirements, including but not limited to those set forth in the Documentation and **Schedule A** attached hereto.

Customer acknowledges and agrees that Unqork's ability to carry out its obligations in a timely manner may depend on Customer's compliance with this EULA, and absent such compliance, Unqork will not be liable to Customer for any delay or failure to perform.

2.10   Limited Rights and Restrictions. Customer shall not assign, sell, license, re-license, sublicense, rent, lease, publish, display, distribute, permit unauthorized use or otherwise transfer the Unqork Materials to any person or entity for any purpose or permit any third party to use the Unqork Materials in any way not specifically authorized by this EULA. The rights available to Customer under this EULA are non-transferable unless agreed to in writing by the parties and cannot be availed by any third party which is not a party to this EULA.

2.11   Restrictions. Customer will not use, store, copy, upload, display, post, reproduce, modify, translate, republish, distribute, broadcast, transmit, create derivative works from, display, license, sell or otherwise exploit any part of the Unqork Materials or content therein in any form whatsoever other than as expressly permitted under this EULA. Customer will not transmit malware, software viruses, Trojan horses, worms or any other malicious application to or through the Use Case.

2.12   Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity in violation of this EULA, Customer shall, and shall cause all Persons immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Unqork Materials) and (b) immediately notify License Partner and Unqork of any such actual or threatened activity.

3.   Authorization and Customer Restrictions.

3.1   Authorization.

(a)   Unqork License. Subject to and conditioned on License Partner's and Customer's compliance and performance with all terms and conditions of this EULA and the Reseller Agreement, as applicable (including payment of the fees as set forth in each Customer Order), Unqork hereby grants to Customer, for the duration of the Term, a revocable, worldwide, non-exclusive, non-transferable subscription license to use and access the Unqork Materials, in accordance with the Documentation and the conditions and limitations set forth in this EULA and the Reseller Agreement.

(b)   Customer License. Customer hereby grants to Unqork and its Subcontractors a revocable, non-exclusive, limited right to use and access the Customer Data as is (i) necessary to perform under this EULA and (ii) useful to enforce and exercise or enforce its rights under the Customer Order and this EULA.

4.   Intellectual Property Rights.

4.1   Unqork Materials. All right, title and interest in and to the Unqork Materials and Confidential Information of Unqork, including all Intellectual Property Rights therein and any Improvement thereto, are and will remain with Unqork. Except as otherwise set forth herein,

Customer nor License Partner have any right, title, interest, license or authorization with respect to any of the Unqork Materials, Unqork Third Party Materials or Confidential Information of Unqork.

4.2 <u>Customer Data and the Configuration File</u>. All right, title and interest in and to the Customer Data, Confidential Information of Customer and Configuration File are and will remain with Customer. Except as otherwise set forth herein, Unqork has no right, title, interest, license or authorization with respect to any of the Customer Data and Configuration File.

4.3 <u>Feedback</u>. Any feedback, suggestions, ideas, questions, or other comments regarding the Unqork Materials provided by Customer to License Partner and/or Unqork ("**Feedback**") are the sole property of Unqork. To the extent Customer and License Partner own any rights in the Feedback, Customer and License Partner, as applicable, hereby assign to Unqork of all of such right, title, and interest in the Feedback. Unqork acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

4.4 <u>Reservation of Rights</u>. Nothing in this EULA grants any right, title or interest in or to (including any license except as provided hereunder) any Intellectual Property Rights in or relating to the Unqork Materials, Unqork Third Party Materials and/or Confidential Information of Unqork, whether expressly, by implication, estoppel or otherwise; all such Intellectual Property Rights are and will remain with Unqork and the respective rights holders in the Unqork Third Party Materials. Nothing in this EULA grants any right, title or interest in or to (including any license except as provided hereunder) any Intellectual Property Rights in or relating to, Customer Data, Customer Third Party Materials and/or Confidential Information of Customer, whether expressly, by implication, estoppel or otherwise; all of which are and will remain with Customer.

5. <u>Data Backup</u>.

Unqork shall perform routine data backups as set forth in the Unqork for Government FedRAMP package. In the event of any loss, destruction, damage or corruption of Customer Data caused by the Unqork Systems, Unqork will (as its sole obligation and liability and as Customer's sole remedy) use commercially reasonable efforts to restore the Customer Data from Unqork's then most current backup of such Customer Data.

6. <u>Security</u>.

6.1 <u>Personal Information Statutes</u>. Unqork acknowledges that Customer Confidential Information may include Personal Information pertaining to residents of many different states and countries that most legislation or regulations have adopted statutes aimed at protecting individuals whose Personal Information is collected and/or maintained by entities such as Customer (including any similar federal statutes that are or may be enacted, collectively, the **"Personal Information Statutes"**).

6.2 <u>Protection of Customer Data</u>. Unqork represents and warrants that it has implemented an information security program that includes reasonable and appropriate technical, administrative, and physical security measures designed to detect, prevent, and mitigate the risk of identity theft and protect against the destruction, loss, and unauthorized access, disclosure, use, or alteration of information in Unqork's possession, including Customer Data, which program shall

be no less rigorous than those measures required to be maintained by applicable Laws and shall be designed to meet the following objectives: (i) ensure the security, integrity, and confidentiality of such information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information.

6.3   Contingency Plan. Unqork maintains a commercially reasonable contingency plan for the Unqork Systems and, upon request, Unqork will make available a then-current executive summary of such plan.

6.4   Data Breach Procedures.

(a)   In the event of a suspected information security incident, Unqork shall, within one (1) hour of being identified by Unqork's top-level Computer Security Incident Response Team (CSIRT), Security Operations Center (SOC), or information technology department report to the Customer Security Contact and the US-CERT.

(b)   In the event of any unauthorized access to, or use of or disclosure of, Customer Data and/or Personal Information, Unqork shall conduct an investigation and, if such unauthorized access to, or use of or disclosure of, Customer Data and/or Personal Information is confirmed, Unqork shall (i) mitigate, to the extent practicable, any harmful effect of such access to, or use or disclosure of, Customer Data and/or Personal Information that is known to Unqork; (ii) cooperate with Customer in providing any notices to affected individuals; and (iii) take such other actions that Customer reasonably deems appropriate to comply with applicable Law.

(c)   To the extent such unauthorized access to, or use or disclosure of, Personal Information is attributable to a breach by Unqork of its obligations under this EULA, Unqork shall bear the costs incurred by Unqork to comply with its legal obligations relating to such breach.

7.   Fees.

Pursuant to the (a) Customer Agreement, Customer shall remit to License Partner and (b) the Reseller Agreement, License Partner shall remit to Unqork all fees set forth in the applicable Customer Order ("**Fees**").

8.   Confidentiality.

8.1   Confidential Information. Each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**") in connection with this EULA or Customer Order. Subject to this **Section 8**, "**Confidential Information**" means non-public information in any form or medium (whether oral, written, electronic or other) that could reasonably be considered to be confidential or proprietary, including, but not limited to, confidential knowledge, inventions, works, ideas, processes, formulas, source and object codes, data, programs, works of authorship, know-how, improvements, discoveries, developments, designs and techniques, information consisting of or relating to the Disclosing Party's technology, Trade Secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential", and including information disclosed before the execution of this EULA. When the Customer is the Federal Government, neither this EULA nor the pricing terms are confidential

information notwithstanding any such markings. Customer shall not disclose Unqork Materials to any third party without Unqork's prior written approval.

8.2   Each Receiving Party shall disclose Confidential Information only to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this EULA; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 8**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 8**. Each Party agrees to ensure its Representatives' compliance and be responsible for any of its Representatives' non-compliance with, the terms of this **Section 8**. The Parties agree to hold each other's Confidential Information in confidence during the term of this EULA and thereafter. On the earlier termination of this EULA or Disclosing Party's written request, Receiving Party shall cease use of Disclosing Party's Confidential Information and return or destroy all Confidential Information disclosed by Disclosing Party.

8.3   All Unqork Materials are the Confidential Information of Unqork and the financial terms and existence of this EULA are the Confidential Information of the Parties; provided, however, Unqork recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor, provided, however, any such Federal agencies shall notify Unqork in writing of any such request made pursuant to the Freedom of Information Act, and Unqork shall have the opportunity to assert confidentiality protection in accordance with applicable Law. The Parties agree, unless required by applicable Law, not to make each other's Confidential Information available in any form to any third party for any purpose without the express written consent of the Disclosing Party, unless requesting such consent and thereby notifying the Disclosing Party of the third-party inquiry is expressly prohibited by law or legal authority. Each Party shall protect the Disclosing Party's Confidential Information, using the same degree of care as it uses to protect its own confidential information, but no less than a reasonable degree of care. Each Party shall use a similar degree of care to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this EULA. The Parties' obligations under this clause are perpetual and shall survive termination and neither Party shall be relieved of its obligations hereunder, unless the other Party releases such obligations in writing. Unqork recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor, provided, however, any such Federal agencies shall notify Unqork in writing of any such request made pursuant to the Freedom of Information Act, and Unqork shall have the opportunity to assert confidentiality protection in accordance with applicable Law.

8.4   <u>Exclusions</u>. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records was:

(a)   rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this EULA;

(b)   or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this EULA;

(c)   or is received by the Receiving Party on a non-confidential basis from a third party that (i) to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (ii) has affirmatively represented to the other Party that it is without restriction on disclosure; or

(d)   or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.5   <u>Protection of Confidential Information</u>. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this EULA;

(b)   except as may be permitted by and subject to its compliance with this **Section 8,** not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this EULA; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 8**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 8**;

(c)   safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and

(d)   ensure its Representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 8**.

8.6   <u>Compelled Disclosures</u>. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) if legally permitted to do so, promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 14**; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 14** the Receiving Party remains required by applicable Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8.7   <u>Duty to Notify and Mitigate</u>. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information, whether known or suspected, and shall use all reasonable efforts to mitigate any harm that may be caused by such unauthorized use or disclosure and reasonably cooperate with the

Disclosing Party in any efforts by the Disclosing Party to mitigate any harm that may be caused by such unauthorized use or disclosure.

9.   Term and Termination.

    9.1   Term. The term of this EULA commences as of the Effective Date and, unless terminated earlier pursuant to any of the express provisions contained herein, will continue in effect until the first to occur of all outstanding Customer Orders are completed; or the termination of the Reseller Agreement or Customer Agreement (the "**Term**").

    9.2   Termination for Cause. 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, Unqork 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.

    9.3   Reserved.

    9.4   Effect of Expiration or Termination. Upon any expiration or termination of this EULA:

    (a)   Customer agrees to cease using the Unqork Materials and both Parties agree to cease using the Confidential Information of the other Party and to return or destroy at the Disclosing Party's discretion all copies of such Party's Confidential Information.

    (b)   Unqork shall make available to Customer, in downloadable form, the then most recent version of Customer Data maintained by Unqork; provided that Customer has at that time paid all Fees and Reimbursable Expenses then outstanding and any amounts payable after or as a result of such expiration or termination.

    9.5   Surviving Terms. The provisions, and any other right or obligation of the parties in this EULA that, by their nature, should survive expiration of this EULA, will survive expiration of this EULA.

10.   Representations and Warranties.

    10.1   Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

    (a)   it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

    (b)   it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this EULA; and

    (c)   this EULA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2   Customer Representations and Warranties. Customer represents, warrants and covenants to Unqork that, during the Term:

(a)   by virtue of incorporation of this EULA into the Customer Agreement, this EULA has been duly authorized by all necessary action of Customer; and

(b)   Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Unqork and Processed in accordance with this EULA, such Customer Data does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

(c)   Customer's use of the Unqork Materials and related services shall be (i) in accordance with the terms and conditions set forth in this EULA (including **Schedule A**); and (ii) only be for a governmental purpose.

(d)   The Customer Data that Customer collects (and Customer Data that is collected on Customer's behalf) is legal to collect based on regulatory or legal requirements in the Customer country of origin and the subject party of such Customer Data ("**Data Subject**") origin or location.

(e)   With respect to the Customer Data, each Data Subject has given consent to the Customer for the processing of his or her personal data for one or more specific purposes.

10.3   DISCLAIMER OF WARRANTIES. UNQORK WARRANTS THAT THE UNQORK SYSTEMS WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH UNQORK SYSTEMS WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 10.1 AND 10.2, THE UNQORK MATERIALS ARE PROVIDED "AS IS" AND UNQORK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND UNQORK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, UNQORK MAKES NO WARRANTY OF ANY KIND THAT THE UNQORK MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSE PARTNER'S AND/OR CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE. ALL UNQORK THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN UNQORK AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH UNQORK THIRD PARTY MATERIALS.

UNQORK DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO LICENSE PARTNER THIRD PARTY MATERIALS; AS BETWEEN LICENSE PARTNER AND UNQORK, LICENSE PARTNER IS RESPONSIBLE FOR ALL LICENSE PARTNER THIRD PARTY MATERIALS AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY LICENSE PARTNER THIRD-PARTY MATERIALS IS

STRICTLY BETWEEN LICENSE PARTNER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

UNQORK DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO CUSTOMER THIRD PARTY MATERIALS; AS BETWEEN CUSTOMER AND UNQORK, CUSTOMER IS RESPONSIBLE FOR ALL CUSTOMER THIRD PARTY MATERIALS AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY SUCH CUSTOMER THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH CUSTOMER THIRD PARTY MATERIALS.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. UNQORK DOES NOT WARRANT THAT THE UNQORK MATERIALS WILL RUN IN ANY CONFIGURATION NOT SPECIFIED IN THE DOCUMENTATION. IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

11.   Indemnification.

    11.1   Unqork Indemnification.

    (a)   Unqork shall indemnify, have the right to intervene to defend and hold harmless Customer and its Affiliates, and their respective officers, directors, employees, agents, permitted successors and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "**Action**") by a third party (other than an Affiliate of a Customer Indemnitee) to the extent that such Losses arise out of or relate to: (i) any negligent or more culpable acts or omissions of Unqork or the Unqork Personnel; (ii) Unqork's breach of any representations or warranties contained herein; (iii) any breach of Unqork's obligations under **Section 6** (Security) or **Section 8** (Confidentiality). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

    (b)   Notwithstanding the foregoing, Unqork shall not have any obligations to any Customer Indemnitee under this Section 11.1 for any Action or Losses of a third party arising out of or relating to (i) the negligent or culpable acts or omissions of Customer or any Customer Indemnitee; (ii) any breach of this EULA by Customer or any Customer Indemnitee to the extent such breach is responsible for the Action; or (iii) respecting a third party Action for infringement to the extent it arises out of or relates to: (1) Customer's modification or alterations of the Unqork Materials other than: (A) by or on behalf of Unqork; (B) with Unqork's written approval in accordance with the Documentation or Unqork's written specification; or (C) as permitted under the EULA and any applicable Customer Order; (2) Customer's failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Unqork; (3) a third-party claim of infringement based on use of a superseded or altered release of the Unqork Materials if the infringement would have been avoided by Customer's use of a current unaltered release of the Unqork Materials provided Unqork supplied such current unaltered release of the Unqork Materials to Customer.

11.2   . <u>Indemnification by Customer</u>. Subject to the monetary cap set forth in Section 12.4 hereof, in accordance with 31 U.S.C. § 1341 AND 41 U.S.C. § 6301, to the extent permissible by applicable Law, Customer shall indemnify, defend and hold harmless Unqork and its Affiliates and each of its and their respective officers, directors, employees, agents, successors and assigns (each, an "**Unqork Indemnitee**") from and against any and all Losses incurred by such Unqork Indemnitee in connection with any Action by a third party (other than an Affiliate of a Unqork Indemnitee) that arise[s] out of or relates to any (a) negligent or more culpable acts or omissions of Customer or the Customer Personnel; (b) claim that the Customer Data infringes such third party's Intellectual Property Rights; (c) any breach of Customer's representations or warranties under this EULA; (d) any breach of Customer's confidentiality obligations; (e) Customer's use of the Unqork Materials in violation of the EULA. Notwithstanding the foregoing, Customer shall not have any obligations to any Unqork Indemnitee under this **Section 11** for any Action or Losses of a third party arising out of or relating to (i) the negligent or culpable acts or omissions of Unqork or any Unqork Indemnitee; (ii) any breach of this EULA by Unqork or any Unqork Indemnitee, to the extent such breach is responsible for the Action.

11.3   <u>Indemnification Procedure</u>. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to **Section 11.1** or **Section 11.2,** as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall reasonably cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and all related settlement negotiations and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. Without Indemnitee's prior written consent, any settlement of an Action brought by a third party shall not adversely affect the Indemnitee's rights hereunder or impose any obligations on the Indemnitee(s). The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Notwithstanding the foregoing, in accordance with 28 U.S.C. § 516, the U.S. Department of Justice has the sole right to represent the United States Government in any action related to this Section 11.

11.4   <u>Mitigation</u>. If any of the Unqork Materials are, or in Unqork's sole discretion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Unqork Materials is enjoined or threatened to be enjoined by a court of competent jurisdiction, Unqork may, at its option and its sole cost and expense, (a) obtain the right for Customer to continue to use the Unqork Materials materially as contemplated by this EULA; (b) modify or replace the Unqork Materials, in whole or in part, to seek to make the Unqork Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Unqork Materials, as applicable, under this EULA; or (c) by providing thirty (30) day's prior written notice to Customer, terminate this EULA with respect to all or part of the Unqork Materials, and require Customer to immediately cease any use of the Unqork Materials or any specified part or feature thereof, and Customer will be entitled to a refund of pre-paid amounts paid to Unqork as of the date of termination attributable to post-termination periods.

12.   <u>Remedies and Limitations of Liability</u>.

12.1   <u>Generally</u>. All rights and remedies set forth in this EULA are in addition to, and not in lieu of, any other rights and remedies that may be available to a Party.

12.2   Reserved..

12.3   EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, GOODWILL, REVENUE OR PROFIT OR DIMINUTION IN VALUE OF CUSTOMER OR UNQORK, AS APPLICABLE; (b) LOSS OF AVAILABILITY, IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE UNQORK MATERIALS, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE AVAILABILITY CREDITS PURSUANT TO **SCHEDULE B**; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE LOSS OR DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.4   CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EACH PARTY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE BY CUSTOMER TO LICENSE PARTNER AND/OR UNQORK IN THE TWELVE-MONTH PERIOD PRIOR TO SUCH EVENT. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTHWITHSTANDING THE FOREGOING, IN ACCORDANCE WITH 31 U.S.C. § 1341 AND 41 U.S.C. § 6301, THE PARTIES' AGGREGATE LIABILITY UNDER THIS SECTION 11 HEREOF SHALL NOT EXCEED ONE TIMES (1X) THE FEES PAYABLE UNDER THE APPLICABLE CUSTOMER ORDER, AS INCLUDED IN THE APPLICABLE APPROPRIATION RELEVANT TO THE APPLICABLE CUSTOMER ORDER.

THE LIMITATIONS SET FORTH IN THIS SECTION 12.4 SHALL NOT APPLY TO (i) PERSONAL INJURY OR DEATH RESULTING FROM EITHER PARTY'S NEGLIGENCE; (ii) FOR FRAUD; OR (iii) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

13.   Force Majeure.

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

14.   Miscellaneous.

14.1   Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this EULA shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

14.2   Public Announcements and Use of Trademarks. Unqork may identify Customer as a customer in our promotional materials to the extent permitted by GSAR 552.203-71-RESTRICTION IN ADVERTISING. Unqork will not in any way suggest that Customer endorses the Services but only that Customer is our customer. Customer may request that Unqork stop doing so by submitting an email to Unqork's Service Manager.

14.3   Assignment. Neither Party may assign, delegate or otherwise transfer this EULA or any of its rights, remedies or obligations hereunder (including by forward or reverse merger, consolidation, dissolution or operation of Law, and whether voluntarily or by a Governmental Authority's action or order) without the other Party's prior written consent (which that other Party may not unreasonably withhold or delay); except that, without the other Party's consent, either Party may assign this EULA, or any of such Party's rights or obligations hereunder, to (i) any Affiliate of such Party, or (ii) any Person in connection with any merger, acquisition, reorganization or change of control involving such Party or its Affiliates or the sale of all or substantially all of the business or assets of such Party or any its Affiliates in accordance with the provisions of FAR 42.1204. Any assignment of this EULA in contravention of this **Section 14.3** is void and of no effect. This EULA binds and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.4   Amendment and Modification; Waiver. No amendment to or modification of this EULA is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this EULA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this EULA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege, nor will any waiver constitute a continuing waiver unless the writing so specifies.

14.5   Severability. If any provision of this EULA is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this EULA or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this EULA so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.6   Governing Law; Submission to Jurisdiction. Liability for any breach of this EULA or any claim arising hereunder shall be determined under the Contract Disputes Act, the Federal Tort Claims Act, or other governing federal or state authority. Federal Statute of Limitations provisions or, if applicable, state statute of limitations, shall apply to any breach or claim. In the event of a dispute between the Parties, Customer agrees Unqork shall have standing and direct privity of contract to bring a claim directly against Customer in a court of competent jurisdiction or an agency board of contract appeals. Any terms regarding choice of law and venue are hereby waived. This EULA shall be governed by, and interpreted and enforced in accordance with, the laws applicable to Government without reference to conflict of laws. The laws of the State of New York will apply in the absence of applicable law.

14.7   <u>Export Restrictions</u>: Export laws and regulations of the United States of America and any other relevant local export laws and regulations apply to the Services. Customer agrees that such export laws govern its use of the Services (including technical data) provided under this EULA, and the Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from the 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.

SCHEDULE A

UNQORK FOR GOVERNMENT CONDITIONS AND REQUIREMENTS

Customer acknowledges and agrees to the following:

- The Unqork Systems have been authorized as FedRAMP impact level "Moderate" and does not support FedRAMP High applications.
- The Unqork Systems are hosted in [AWS GovCloud](#) only. The Unqork Systems shall not be hosted in other cloud service provider or AWS accounts.
- The Unqork Systems are hosted using AWS GovCloud in a single region. The Unqork Systems do not support multi-region availability.
- The Unqork Systems do not support nor utilize the Unqork Marketplace or Unqork Development Lifecycle.
- Customer and its subcontractors shall be responsible for complying with, and implementing, additional controls required by applicable Law related to (but not limited to):
  - o Government background check requirements, including US Persons access requirements
  - o Government furnished equipment and devices (as required)
  - o FedRAMP controls for Use Cases (including but not limited to multi-factor authentication)
  - o Annual security training
  - o Obtaining Agency Authorization to Operate for applications developed using the Unqork Systems
  - o Personal Identity Verification Cards
- All Unqork Personnel shall utilize Government issued laptops and equipment in connection with services performed in relation to Customer's GovCloud Production Environment.

Unqork's FedRAMP Package is available upon request via the FedRAMP Marketplace for inherited control information.

SCHEDULE B

SERVICE LEVEL AGREEMENT; SUPPORT

1. Defined Terms.

   (a) "**Available**" or "**Availability"** means the Unqork Systems are available for access and use by Customer and End Users in the GovCloud Production Environment over the Internet and operating materially in accordance with the specifications.

   (b) "**Availability Requirement**" has the meaning set forth in Section 2 below.

   (c) "**Corrective Action Plan**" has the meaning set forth in Section 6 below.

   (d) **"Exceptions"** has the meaning set forth in Section 3 below.

   (e) "**GovCloud Production Environment**" means that technical setting in which the Unqork Systems operates to support the Use Case for its intended purpose by Customer by End Users. For the avoidance of doubt, GovCloud Production Environment does not include non-production environments, including pre-production, staging or user access testing environments.

   (f) "**Scheduled Downtime**" has the meaning set forth in Section 4 below.

   (g) "**Service Availability Credits**" has the meaning set forth in Section 5(a) below.

   (h) "**Service Error**" means an error, defect, or problem of the Unqork Systems to operate in accordance with its Specifications and/or that affects the functionality of the Use Case.

   (i) "**Service Period**" has the meaning set forth in Section 2 below.

2.   Availability Requirement. Unqork will use commercially reasonable efforts to make the Unqork Systems Available in the GovCloud Production Environment, as measured over the course of each calendar month during the term (each such calendar month, a "**Service Period**") at least 99.9% of the time, excluding the periods during which the Unqork Systems are not Available, solely as a result of one or more Exceptions ("**Availability Requirement**").

3.   Exceptions. No period of Unqork Systems degradation or inoperability will be included in calculating Availability if such downtime or degradation is caused, in whole or in part, by any of the following ("**Exceptions**"):

   (a) any delay, act, error or omission by Customer or Users, access to or use of the Unqork Materials by Customer or Users that does not comply with this Agreement;

   (b) Force Majeure Event;

   (c) failure, interruption, outage or other problem with the Use Case, any Customer Third Party Materials or any element of the Use Case, application interface, software, hardware, system, network, internet, facility or other element or material not supplied by Unqork pursuant to this Agreement or beyond the reasonable control of Unqork; and

(d) Scheduled Downtime.

4.   Scheduled Downtime. Unqork will use commercially reasonable efforts to (a) schedule downtime for routine maintenance of the Unqork Systems between the hours of 12:00 a.m. and 3:00 a.m. on weekdays or between the hours of 8 p.m. Saturday to 8 a.m. Sunday, all Eastern Standard Time or Eastern Daylight Time, as applicable and (b) notify Customer at least 48 hours in advance of all such scheduled outages of the Unqork Systems ("**Scheduled Downtime**").

5.   Remedies for Service Availability Failures.

    (a) If the Availability of the Unqork Systems is less than the Availability Requirement for any Service Period, Unqork shall issue to the Customer the corresponding service credits as set forth in the chart below ("**Service Availability Credits**").

    (b) If the Availability of the Unqork Systems is less than the Availability Requirement: (i) in any three of twelve calendar months or (ii) 95% in any calendar month, then, in addition to all other remedies available to Customer, Customer may terminate the Customer Agreement and Customer Order, including this EULA, upon written notice to Unqork with no liability, obligation or penalty to Customer by reason of such termination.

Availability Requirement	Service Availability Credits
The Unqork Systems shall be Available 99.9% of the time during each Service Period, excluding Exceptions.	No Service Availability Credits will be given for any Service Period in which the actual Availability of the Unqork Systems equals or exceeds the Availability Requirement during such Service Period. Customer is entitled to a Service Availability Credit of 1% of the Fees payable during the Service Period for each 0.1% by which actual uptime is less than the Availability Requirement, such credit not to exceed 50% in any Service Period.

6.   Corrective Action Plan. Upon Customer's request, Unqork will perform a root cause analysis for each P1 Service Error. If five (5) or more P2 – P3 Service Errors in Customer's single GovCloud Production Environment occur in any thirty (30) day period during (a) the Term, or (b) any additional periods during the applicable Service Period, Unqork shall promptly investigate the root causes of such Service Errors and provide to Customer an analysis of the root causes. For each P1 Service Error or where there are five (5) or more P2 – P3 Service Errors in any thirty (30) day period during the Term, Unqork will share with Customer a proposed written corrective action plan for Customer's review (the "**Corrective Action Plan**"). The Corrective Action Plan will include, at a minimum: (i) Unqork's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Service Errors giving rise to the Support Requests; (ii) a strategy for developing any programming, Service updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, the Service Errors, and (iii) time frames for implementing the Corrective Action Plan. Unqork shall prepare and implement the Corrective Action Plan in the time frames and manner set forth therein at no cost to Customer.

7.   Support. Unqork will provide consultation and support to Customer via video conference, telephone and/or email, via Customer's Designated Contact Persons, to assist in problem resolution via the two methods below, listed in order of preference. Such standard support is available twenty-four (24) hours/ seven (7) days per week for a P1 Service Error, as described below and is available during normal business hours (Eastern Time), Monday through Friday, for all other severity levels (Standard Support). Unqork will respond within the designated response times in the table below according to severity level. The support shall include help desk support, telephone and/or email consultation, and remote communication support for Customer all of which are subject to the limitations hereinafter described.

- Open a support ticket at https://support.unqork.com
- Log into your Unqork domain community account at https://community.unqork.com to enter a support ticket.

8.   Support Requests. If Customer encounters a problem in the usage of the Unqork Systems and sends a support request to Unqork, each support request from Customer shall include the following information:

- Background Information
  - Environment
  - Module
  - Any other relevant details (e.g., type, owner, status)
- Specific Feature
  - Expected behavior (e.g., goal of the feature to which the support request relates)
  - Actual behavior (e.g., what is occurring instead of the expected result)
- Remediation Steps Taken
  - Activities Customer has attempted to remediate the issue leading to the support request
  - Resources utilized in any remediation efforts above

If Customer's support request does not include the above information, Unqork shall request such additional information and Unqork's response relating to such support ticket, as described in the chart below, may be delayed.

Provided that Customer has included all information as required above, Unqork shall diagnose and reasonably assign a priority to the noted problem. If it is determined by Unqork that said problem is a Service Error, Unqork shall correct said Service Error. If it is determined that said problem is not a Service Error nor otherwise caused by Unqork, Unqork shall advise Customer. If Customer requests in writing that Unqork correct such problem that is not a Service Error nor otherwise caused by Unqork, Customer shall negotiate a statement of work with Unqork to perform the work necessary to resolve such problem. In addition, in the event that the Customer requires upgrade testing and support, data reconciliation assistance, assistance to correct user entry errors, or disaster recovery assistance, Unqork shall, if so requested by Customer in writing, assist the Customer with the diagnosis and, if possible, the correction of said problems, the Parties will negotiate a statement of work to remedy the problem. For the purposes of this SLA, an "error" or "defect" or "problem" means a failure of the Unqork Systems to operate in accordance with its Specifications. Support tickets opened and assigned a service level impact determined by Unqork to not match the descriptions and severity defined here may be adjusted to reflect the actual impact

appropriate for the issue; a notification email of an impact severity adjustment will be sent to the request/reporter of the original ticket.

Support requests shall be classified by the following priority and response levels:

Service Error Severity Level	Description	Example	Target Response Time to Customer (Standard Support)
P1 – Critical	Due to a Service Error in the GovCloud Production Environment, the Unqork Systems are down or seriously impacted, *or* the Customer Data is lost or destroyed, or there is a critical security flaw in the Unqork Systems *and* there is no workaround currently available for any of the above.	• End Users are unable to register or log in to the Use Case • The Use Case(s) is not saving • Customer Data has been lost • Customer Data is erroneously exposed • End Users are able to escalate their access privileges • End Users are able to corrupt Customer Data. • End Users are unable to complete a transaction that is fundamental to the Use Case that is caused by a Service Error • Critical feature/functionality essential to the Unqork Systems is not working as intended, impacting multiple customers.	**30 minutes** Support hours: 24x7x365
P2 – High	Due to a Service Error, the Unqork Systems are moderately affected, for which there is no workaround currently available, or the	• The performance of the Unqork Systems is slow or degraded • Feature/functionality of the Unqork Systems is not working as intended resulting in a degradation of	**2 hours** Support hours:(during normal business hours)

	workaround is cumbersome to use.	performance of the Unqork Systems impacting multiple customers.	
P3 – Low	The Service Error is not critical. No Customer Data has been lost and the Unqork Systems have not failed. The Service Error does not prevent normal operation of the Unqork Systems, or the Service Error may be temporarily circumvented using an available workaround.	● Unqork Systems show a non-blocking error message	**24 hours** Support hours: (during normal business hours)

In order for Unqork to provide the support services described in this Schedule B, Unqork and Customer will work together in good faith to determine access solutions to Customer's GovCloud Production Environment(s) as required, in accordance with Customer's security policies and procedures.

UNQORK FOR GOVERNMENT
Software as a Service Agreement

This Unqork for Government Software as a Service (SaaS) Agreement (the "**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is by and between Unqork Inc., a corporation formed under the laws of Delaware, with offices located at 85 Fifth Avenue, 6th Floor, New York, NY 10003 ("**Unqork**") and Ordering Activity under GSA Schedule contracts identified in the Order ("**Customer**" and together with Unqork, each a "**Party**" and collectively, the "**Parties**").

WHEREAS, Customer wishes to subscribe for services provided by Unqork, and Unqork wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   Definitions.

"**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, provided to (i) Customer and (ii) by Customer to its Designer Users, in order to verify an individual's identity and authorization for purposes of accessing and using the Documentation, Unqork Systems and Use Case.

"**Action**" has the meaning set forth in **Section 12.1.**

"**Affiliate**" means an entity controlled by, controlling, or under common control with a party hereto, where "control" is defined as (i) the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity; (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity; or (iii) the power to exercise a controlling influence over the management or policies of the entity.

"**Analytics**" means End User Analytics and Designer Analytics.

"**Change Order**" has the meaning set forth in **Section 2.4.**

"**Confidential Information**" has the meaning set forth in **Section 9.**

"**Configuration File**" means the JSON file setting forth the structured description and presentation of Customer's Requirements and any other information provided by Customer for inclusion in the Use Case.

"**Customer Data**" means "government information," as defined in OMB Circular A-130, which includes electronic or other physical information, data and other content, in any form or medium, that is created, collected, downloaded processed, disseminated, disposed of or otherwise received, directly or indirectly from Customer by or through the Use Case. "**Customer Indemnitee**" has the meaning set forth in **Section 12.1.**

"**Customer Security Contact**" means Customer's security department, that will serve as Customer's primary point of notice for data breaches as described in **Section 7** below, that shall initially be reachable at [EMAIL] and [PHONE]. If Customer wishes to replace its Customer Security Contact, Customer shall promptly name a new Customer Security Contact and shall notify Unqork immediately in writing.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"**Customer Third Party Materials**" means materials and information, in any form or medium, including any open-source or other software, free software licenses, documents, data, content, specifications, products, equipment or components that are not proprietary to Unqork and that are required by or requested by Customer and/or the Use Case.

"**Designated Contact Person**" has the meaning set forth in **Section 2.3(b)**.

"**Designer Analytics**" means usage and performance analytics that are derived from Designer Users' utilization of the Unqork Systems, including modeling, building and configuration of Use Case(s). For the avoidance of doubt, Designer Data shall not include any Customer Data.

"**Designer User**" means an individual or entity authorized by Customer and to whom Customer has supplied Access Credentials to access and use the Documentation and Unqork Systems.

"**Disclosing Party**" has the meaning set forth in **Section 9.1.**

"**Documentation**" means any manuals, instructions, policies and/or procedures or other documents or materials provided or made available by Unqork (including the Unqork for Government FedRAMP package) and/or the FedRAMP Program Management Office to Customer and its Designer Users, in any form or medium, which describe the functionality, components, features or requirements of the Unqork Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Effective Date**" has the meaning set forth in the preamble.

"**End User Analytics**" means anonymized usage and performance analytics (and aggregated, where applicable) derived from Processing Customer Data through the Use Case; such that the identity of End Users cannot be identified from the inspection, analysis or use of such analytics or from combining such analytics with other information, data or content. End User Analytics does not include any Customer Data, nor Personal Information or Confidential Information of Customer or its End Users.

"**End User**" means an individual or entity authorized by Customer to access and use the Use Case, but not the Unqork Systems.

"**Fees**" has the meaning set forth in **Section 8.1.**

"**Force Majeure Event**" has the meaning set forth in **Section 14.**

"**GovCloud Production Environment**" has the meaning set forth in the SLA.

"**Improvements**" means corrections, bug fixes, Updates, improvements, modifications, customizations, adaptations, revisions, enhancements, additions, or changes to the Unqork Systems, whether invented by Unqork or Customer or Customer's employees, contractors, or agents.

"**Indemnitee**" has the meaning set forth in **Section 12.3.**

"**Indemnitor**" has the meaning set forth in **Section 12.3.**

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of the United States Federal government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Order**" has the meaning set forth in **Section 2.**

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located in accordance with the definition of Personal Identifiable Information set forth in OMB M-10-23 (Guidance for Agency Use of Third-Party Website and Applications). For the avoidance of doubt, Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, and "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998.

"**Personal Information Statutes**" has the meaning set forth in **Section 7.1**.

"**Process**" means to take any action or perform any operation or set of operations that the Unqork Materials are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display,

disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Receiving Party**" has the meaning set forth in **Section 9.1.**

"**Reimbursable Expenses**" has the meaning set forth in **Section 8.3.**

"**Representatives**" means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants, independent contractors, service providers, sublicensees, subcontractors, agents, and legal advisors.

"**Requirements**" means Customer's requirements for the Use Case, as set forth in the applicable SOW, which may include but are not limited to the user-experience and user-interface (HTML and/or CSS files), workflows and business rules associated with those requirements (JSON), and requirements associated with Customer Third Party Materials. Requirements are Customer Confidential Information and are part of the Configuration File.

"**Service Manager**" has the meaning set forth in **Section 2.3.**

"**Services**" means Unqork's provision of services hereunder, with respect to the Unqork Systems, Use Case and/or Professional Services, set forth in the applicable Order and/or SOW.

"**SLA**" means the Service Level Agreement set forth in **Schedule C**.

"**SOW**" has the meaning set forth in **Section 2.1**.

"**Subcontractor**" has the meaning set forth in **Section 2.6.**

"**Term**" has the meaning set forth in **Section 10.**

"**Trade Secrets**" means information, including formulas, patterns, compilations, programs, devices, methods, techniques, or processes, that derives independent economic value, whether actual, potential, or both, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"**Unqork Indemnitee**" has the meaning set forth in **Section 12.2.**

"**Unqork Materials**" means the Use Case, Specifications, Documentation, and Unqork Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any technical or functional descriptions, requirements, plans or reports, that are provided or used by Unqork or any Subcontractor in connection with the Use Case and/or Unqork Systems or otherwise comprise or relate to the Use Case or Unqork Systems. For the avoidance of doubt, Unqork Materials include Analytics and any information, data or other content derived from Unqork's monitoring of Customer's access to or use of the Unqork Materials, but do not include Customer Data.

"**Unqork Personnel**" means all individuals involved in the performance of this Agreement as employees, agents or independent contractors of Unqork.

"**Unqork Systems**" means the Unqork for Government platform deployed in a non-production environment, including all Improvements and Updates, but excluding any Use Cases.

"**Unqork Third Party Materials**" means materials and information, in any form or medium, including any open-source or other software, free software licenses, documents, data, content, specifications, products, equipment or components of or relating to the Unqork Systems that are not proprietary to Unqork and do not include Customer Third Party Materials.

"**Update**" means a subsequent release(s) of the Unqork Systems that Unqork generally makes available to its GovCloud customers at no additional fee, which will be made available to Customer provided that Customer has paid all applicable Fees. "Update" shall include updated versions of the Unqork Systems. Notwithstanding the foregoing, "Update" shall not include any release, option or future product or program separately licensed by Unqork.

"**Use Case**" means a configured application(s) deployed into a GovCloud Production Environment as described in the applicable Order.

"**Users**" means, collectively, Designer Users and End Users.

2.   Services.

        2.1   Orders and SOWs. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, during the Term, Unqork shall provide to Customer the services described in the attached Order(s) for the Use Cases stated therein (each, an "**Order**"), a form of which is attached hereto as **Schedule A**. Each Order shall be numbered consecutively as follows: Order-1, Order-2, Order-3, etc., and, upon execution by both Parties, each Order will be attached as an additional Schedule to this Agreement and will form a part of this Agreement and shall be subject to all of the terms and conditions contained herein, except to the extent, if any, otherwise expressly set forth in any Order. If requested by Customer and agreed to by Unqork, Unqork may also provide additional services in the form of consulting, implementation, configuration, support and maintenance and/or other professional services, which will be described in a statement of work (each, an "**SOW**" and the services described therein, collectively, the "**Professional Services**"), a form of which is attached hereto as **Schedule B**. Each SOW shall be numbered consecutively as follows: SOW-1, SOW-2, SOW-3, etc., and, upon execution by both Parties, each SOW will be attached as an additional Schedule to this Agreement and will form a part of this Agreement and shall be subject to all of the terms and conditions contained herein, except to the extent, if any, otherwise expressly set forth in any SOW.

        2.2   Unqork System Control.   Except as otherwise expressly provided in this Agreement, as between the Parties:

        (a)   Unqork has and will retain sole control over the operation, provision, maintenance and management of the: (i) location(s) of the Unqork Systems; (ii) Unqork Materials, including their deployment, modification and replacement; and (iii) performance of maintenance, upgrades,

corrections and repairs of the Unqork Systems. Notwithstanding anything to the contrary in this Agreement, all Processing of Customer Data by or on behalf of Unqork shall be provided solely from within, and on computers, systems, networks and other infrastructure located in, the United States unless otherwise agreed or directed in advance and in writing by the Parties.

(b)   Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, including by Users, and sole responsibility for all access to and use of the Unqork Materials by any Users by or through the Customer Systems or any other means controlled by Customer including any: (i) information, instructions or materials provided by any Users input into the Use Case or provided to Unqork; (ii) results obtained from any use of the Use Case or Unqork Materials; and (iii) conclusions, decisions or actions based on such use.

2.3   Customer Service Management.

(a)   Each Party shall, throughout the Term, maintain within its organization a service manager ("**Service Manager**") to serve as such Party's primary point of contact for day-to-day communications, consultation and decision-making regarding the Unqork Materials. Each Service Manager shall be responsible for providing all day-to-day consents and approvals on behalf of such Party under this Agreement. Each Party shall ensure its Service Manager has the requisite organizational authority, skill, experience and other qualifications to perform in such capacity. Unqork's Service Manager and Customer's Service Manager shall be identified in the first Order and/or SOW to this Agreement, and, if different on subsequent Orders or SOWs, on each subsequent Order or SOW. If either Party's Service Manager ceases to be employed by such Party or such Party otherwise wishes to replace its Service Manager, such Party shall promptly name a new Service Manager and shall notify the other Party in writing.

(b)   Customer's Service Manager will designate no more than ten (10) Persons who will be authorized to contact Unqork (each, a "**Designated Contact Person**") with support questions in accordance with the SLA attached hereto as **Schedule C**. The Service Manager may designate different Designated Contact Persons for different Orders, as applicable. The Service Manager will provide Unqork a written list of the Designated Contact Persons, which may be revised by the Service Manager from time to time.

2.4   Changes. Unqork reserves the right, in its sole discretion, to make any changes to the Unqork Materials, that it deems necessary or useful to: (a) maintain, enhance and/or expand (i) the quality or delivery of Unqork's services to its customers, (ii) the competitive strength and/or scalability of or market for Unqork's services or (iii) the Unqork Materials' efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to the Unqork Materials. The Parties shall evaluate and, if agreed, implement all such requested changes in the form of an amended Order or SOW ("**Change Order**"). No requested changes will be effective unless and until memorialized in writing and signed by both Parties.

2.5   Background Checks. Unqork has previously conducted or shall conduct a satisfactory background check on any Unqork employees that will be on Customer's premises (including any location designated by Customer) or have access to Customer's Confidential

Information. A satisfactory background check for Unqork employees includes a minimum of the following requirements: (a) criminal history check in all counties, states, and federal districts where the Unqork employee has lived, worked, and attended school during the previous seven (7) years; (b) verification of that all Unqork employees accessing Customer's GovCloud Production Environment is a U.S. Person under applicable Law; (c) employment verification for the past seven (7) years or past three (3) employers, whichever is more recent. Unqork shall make an individualized assessment of whether or not to permit any Unqork employee having a record of a gross misdemeanor or felony involving violence, dishonesty, or fraud (or similarly categorized crimes for those individuals outside of the United States) to be on Customer's premises or have access to Customer's Confidential Information. Unqork shall reasonably determine whether such Unqork employee should be excluded from performing services for Customer by making an individualized assessment, taking into account the nature and gravity of the crime, the time elapsed since the crime and/or completion of any applicable sentence, the nature of the services to be provided, in accordance with and applying all other requirements of applicable laws.

2.6   Subcontractors. No subcontractors will be used to perform any of Unqork's obligations, including the hosting of the Unqork Systems and the Use Case under this Agreement other than those subcontractors listed in the Unqork for Government FedRAMP package (each, a "**Subcontractor**"). Each Subcontractor will be bound by similar confidentiality requirements as contained herein.

3.   Authorization and Customer Restrictions.

3.1   Authorization.

(a)   Unqork License. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with the terms and conditions of this Agreement (including all schedules hereto), Unqork hereby grants to Customer, a worldwide, non-exclusive, non-transferable (except as set forth in Section 15.8 of this Agreement) subscription license to use and access the Use Case and Unqork Systems, in accordance with the Documentation, and subject to the conditions and limitations set forth in this Agreement.

(b)   Customer License. Customer hereby grants a revocable, non-exclusive, limited right to use and access the Customer Data (i) to Unqork, its Subcontractors and the Unqork Personnel as is reasonably necessary to perform under this Agreement and (ii) to Unqork, as is necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.

3.2   Limited Rights and Restrictions. Customer shall not assign, sell, license, re-license, sublicense, rent, lease, publish, display, distribute, permit unauthorized use or otherwise transfer the Unqork Materials to any person or entity for any purpose or permit any third party to use the Unqork Materials in any way not specifically authorized by this Agreement. The rights available to Customer under this Agreement are non-transferable unless agreed to in writing by the Parties and cannot be availed by any third party, which is not a party to this Agreement.

3.3   Restrictions. Customer will not use, store, copy, upload, display, post, reproduce, modify, translate, republish, distribute, broadcast, transmit, create derivative works from, display,

license, sell or otherwise exploit any part of the Unqork Materials or content therein in any form whatsoever other than as expressly permitted under this Agreement. Customer will not transmit malware, software viruses, Trojan horses, worms or any other malicious application to or through the Use Case.

3.4   Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity in violation of **Section 3.2** or **Section 3.3**, Customer shall, and shall cause all Persons immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the and Unqork Materials) and (b) notify Unqork of any such actual or threatened activity.

3.5   U.S. Government Rights. Services provided hereunder and the Unqork Materials are "commercial items", "commercial computer software" and "commercial computer software documentation," pursuant to DFAR section 227.7202 and FAR section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Services and Unqork Materials by the United States Government shall be governed solely by this Agreement and are prohibited except to the extent expressly permitted by this Agreement and as required by law. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the United States Government.

4.   Intellectual Property Rights.

4.1   Unqork Materials. All right, title and interest in and to the Unqork Materials and Confidential Information of Unqork, including all Intellectual Property Rights therein and any Improvement thereto, are and will remain with Unqork. Except as otherwise set forth herein, Customer has no right, title, interest, license or authorization with respect to the Unqork Materials, Unqork Third Party Materials and/or Confidential Information of Unqork.

4.2   Customer Data and the Configuration File. All right, title and interest in and to the Customer Data, Confidential Information of Customer and Configuration File are and will remain with Customer. Except as otherwise set forth herein, Unqork has no right, title, interest, license or authorization with respect to any of the Customer Data and Configuration File.

4.3   Feedback. Any feedback, suggestions, ideas, questions, or other comments regarding the Unqork Materials provided by Customer to Unqork ("**Feedback**") are the sole property of Unqork. To the extent Customer owns any rights in the Feedback, Customer hereby assigns to Unqork of all of Customer's right, title, and interest in the Feedback.

4.4   Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license except as provided hereunder) any Intellectual Property Rights in or relating to the Unqork Materials, Unqork Third Party Materials and/or Confidential Information of Unqork, whether expressly, by implication, estoppel or otherwise; all such Intellectual Property Rights are and will remain with Unqork and the respective rights holders in the Unqork Third Party Materials. Nothing in this Agreement grants any right, title or interest in or to (including any license except as provided hereunder) any Intellectual Property Rights in or relating to, Customer

Data, Customer Third Party Materials and/or Confidential Information of Customer, whether expressly, by implication, estoppel or otherwise; all of which are and will remain with Customer.

5.   Obligations of the Parties.

        5.1   Customer Obligations. Customer has and will, at all times during the Term, retain sole responsibility for, and employs all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to:

        (a)   control the content and use of all Customer Data and all information, instructions and materials provided by or on behalf of Customer or any Person designated by Customer (including, but not limited to, Users) in connection with the Use Case;

        (b)   secure, maintain and operate the Customer Systems in accordance with generally accepted industry standards;

        (c)   securely administer the distribution and use of all Access Credentials and protect against any unauthorized access;

        (d)   ensure and monitor all access to and use of the Unqork Materials by any User directly or indirectly by or through the Customer Systems using the Access Credentials;

        (e)   properly configure Use Case and use the Unqork Materials and otherwise take appropriate action to secure, protect and backup the Customer Data, including use of encryption, in a manner that will provide appropriate security and protection from unauthorized access and routinely archive the Customer Data;

        (f)   properly implement, and comply with the requirements of, any Customer Third Party Materials. Customer acknowledges and agrees that Unqork's ability to carry out its obligations under this Agreement in a timely manner may depend on Customer's compliance with this **Section 5.1**, and absent such compliance, Unqork will not be liable to Customer for any delay or failure to perform; and

        (g)   comply with all Unqork policies and requirements, including but not limited to those set forth in the Documentation and **Schedule D** attached hereto.

        5.2   Service Level Agreement. Subject to the terms and conditions of this Agreement and the SLA attached hereto as **Schedule C**, Unqork will use commercially reasonable efforts to make the Unqork Systems Available at least ninety-nine and nine-tenths percent (99.9%) of the time, as measured over the course of each Service Period (as defined in the SLA).

6.   Data Backup.

        Unqork shall perform routine data backups as set forth in the Unqork for Government FedRAMP package. In the event of any loss, destruction, damage or corruption of Customer Data caused by the Unqork Systems, Unqork will (as its sole obligation and liability and as Customer's sole remedy) use commercially reasonable efforts to restore the Customer Data from Unqork's then most current backup of such Customer Data. Backups performed by the Unqork Systems do

not replace the need for Customer to maintain regular data backups or redundant data archives and Customer acknowledges and agrees that it is Customer's responsibility to maintain regular data backups and redundant data archives. UNQORK HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA CAUSED, DIRECTLY OR INDIRECTLY, BY CUSTOMER, USERS OR THE CUSTOMER SYSTEMS.

7.   Security.

   7.1   Personal Information Statutes. Unqork acknowledges that Customer Confidential Information may include Personal Information pertaining to residents of many different states and countries that most legislation or regulations have adopted statutes aimed at protecting individuals whose Personal Information is collected and/or maintained by entities such as Customer (including any similar federal statutes that are or may be enacted, collectively, the **"Personal Information Statutes"**).

   7.2   Protection of Customer Data. Unqork represents and warrants that it has implemented an information security program that includes reasonable and appropriate technical, administrative, and physical security measures designed to detect, prevent, and mitigate the risk of identity theft and protect against the destruction, loss, and unauthorized access, disclosure, use, or alteration of information in Unqork's possession, including Customer Data, which program shall be no less rigorous than those measures required to be maintained by applicable Laws and shall be designed to meet the following objectives: (i) ensure the security, integrity, and confidentiality of such information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information.

   7.3   Unqork for Government FedRAMP Package. The Unqork for Government FedRAMP package can be obtained through the FedRAMP Marketplace using the FedRAMP Package Access Request Form by a requestor with a .gov or .mil email address.

   7.4   Contingency Plan. Unqork maintains a commercially reasonable contingency plan for the Unqork Systems and, upon request, Unqork will make available a then-current executive summary of such plan.

   7.5   Data Breach Procedures.

      (a)   In the event of a suspected information security incident, Unqork shall, within one (1) hour of being identified by Unqork's top-level Computer Security Incident Response Team (CSIRT), Security Operations Center (SOC), or information technology department report to the Customer Security Contact and the US-CERT.

      (b)   In the event of any unauthorized access to, or use of or disclosure of, Customer Data and/or Personal Information, Unqork shall conduct an investigation and, if such unauthorized access to, or use of or disclosure of, Customer Data and/or Personal Information is confirmed mitigate, to the extent practicable, any harmful effect of such access to, or use or disclosure of, Customer Data and/or Personal Information that is known to Unqork; and cooperate with Customer

in providing any notices to affected individuals and taking such other actions that Customer deems appropriate.

(c)   To the extent such unauthorized access to, or use or disclosure of, Personal Information is attributable to a breach by Unqork of its obligations under the Agreement, Unqork shall bear the costs incurred by Unqork to comply with its legal obligations relating to such breach.

8.   Fees; Payment Terms

8.1   Fees. Customer shall pay Unqork any fees set forth in the applicable Order ("**Fees**") in accordance with this **Section 8**.

8.2   Fee Increases. All annual fee increases may be made in accordance with the Economic Price Adjustment (EPA) clause in the GSA Schedule contract.

8.3   Reimbursable Expenses. Customer shall reimburse Unqork for pre-approved, reasonable, documented out-of-pocket expenses incurred by Unqork in connection with this Agreement and FAR 31.205-46 and the Federal Travel Regulation (FTR) ("**Reimbursable Expenses**").   In the event that Reimbursable Expenses may be incurred during the delivery of the services under this Agreement, such expenses will be discussed with the applicable contracting officer prior to incurring such costs, and if approved in writing in advance by Customer, shall be reimbursable to Unqork or Unqork will arrange for Customer to pay such fees.

8.4   Invoices and Time to Pay. All invoices issued by Unqork under the Agreement shall be, unless otherwise agreed in the applicable Order, submitted to Customer as follows: [CUSTOMER TO INSERT INSTRUCTIONS].   Each invoice shall clearly state the period to which it relates, a detailed description of the services invoiced, the time spent in performing the services as applicable, and Customer's purchase order number, if applicable. Promptly following Customer's request, Unqork will furnish such receipts, documents, or other supporting materials reasonably requested by Customer to verify the charges set forth in any invoice. Customer shall remit all net undisputed amounts due to Unqork or its authorized reseller as applicable under the Agreement within thirty (30) days of receipt of the applicable Unqork invoice.

8.5   Disputed Amounts. Notwithstanding the foregoing, Customer may, in good faith, dispute any amount invoiced under this Agreement by withholding payment for such invoice, or by notifying Unqork after payment of an invoice that Customer disputes the accuracy or appropriateness of such invoice and withholding payment of an equal amount from another invoice. If Customer disputes any invoiced amount, Customer will specify the particular respects in which such invoice is inaccurate or inappropriate. During any dispute under the Disputes Clause, Unqork 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.

8.6   Taxes. Unqork shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

8.7   Payment. Customer shall make all payments hereunder in US Dollars and may, in Customer's sole discretion, make payment by ACH or wire transfer. If Customer elects to make payment by ACH or wire transfer pursuant to this Section, then Customer shall make payments to the account specified in **Schedule A** or **Schedule B**, as applicable, or such other account as Unqork may specify in writing from time to time.

8.8   Late Payment. Late payment will be assessed in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

8.9   No Deductions or Setoffs. All amounts payable to Unqork under this Agreement shall be paid by Customer to Unqork in full (unless Section 8.5 applies) without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than Service Availability Credits issued pursuant to **Schedule C** or any deduction or withholding of tax as may be required by applicable Law).

9.   Confidentiality.

9.1   Confidential Information.   In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to **Section 9.2**, "**Confidential Information**" means non-public information in any form or medium (whether oral, written, electronic or other) that could reasonably be considered to be confidential or proprietary, including, but not limited to, confidential knowledge, inventions, works, ideas, processes, formulas, source and object codes, data, programs, works of authorship, know-how, improvements, discoveries, developments, designs and techniques, information consisting of or relating to the Disclosing Party's technology, Trade Secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential", and including information disclosed before the execution of this Agreement. Without limiting the foregoing, all Unqork Materials are the Confidential Information of Unqork When the Customer is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. Customer shall not disclose Unqork Materials to any third party without Unqork's prior written approval.

9.2   Each Receiving Party shall disclose Confidential Information only to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 9**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 9**. Each Party agrees to ensure its Representatives' compliance, and be responsible for any of its Representatives' non-compliance, with the terms of this **Section 9**. The Parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and thereafter. On the earlier termination of this Agreement or Disclosing Party's written request, Receiving Party shall cease use of Disclosing Party's Confidential Information and return or destroy all Confidential Information disclosed by Disclosing Party. The Parties agree, unless required by law, not to make each other's Confidential

Information available in any form to any third party for any purpose without the express written consent of the Disclosing Party, unless requesting such consent and thereby notifying the Disclosing Party of the third-party inquiry is expressly prohibited by law or legal authority. Each Party shall protect the Disclosing Party's Confidential Information, using the same degree of care as it uses to protect its own confidential information, but no less than a reasonable degree of care. Each Party shall use a similar degree of care to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. The Parties' obligations under this clause are perpetual and shall survive termination and neither Party shall be relieved of its obligations hereunder, unless the other Party releases such obligations in writing. Unqork recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor, provided, however, any such Federal agencies shall notify Unqork in writing of any such request made pursuant to the Freedom of Information Act, and Unqork shall have the opportunity to assert confidentiality protection in accordance with applicable Law.

9.3   Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records:

(a)   was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement;

(b)   was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; or is received by the Receiving Party on a non-confidential basis from a third party that (i) to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (ii) has affirmatively represented to the other Party that it is without restriction on disclosure; or

(c)   was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.4   Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) if legally permitted to do so, promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 9** and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 9** the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

9.5   Duty to Notify and Mitigate. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information, whether known or suspected, and shall use all reasonable efforts to mitigate any harm that may be caused by such unauthorized use or disclosure and reasonably cooperate with the Disclosing Party in any efforts by the Disclosing Party to mitigate any harm that may be caused by such unauthorized use or disclosure.

10.   Term and Termination.

10.1   Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until all outstanding Orders and/or SOWs are completed (the "**Term**").

10.2   Termination for Cause. 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, Unqork 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.

10.3   Reserved.

10.4   Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, as applicable, except as expressly otherwise provided in this Agreement, Customer agrees to cease using the Unqork Materials and both Parties agree to cease using the Confidential Information of the other Party and to return or destroy at the Disclosing Party's discretion all copies of such Party's Confidential Information.

10.5   Customer Data Availability. Upon termination of this Agreement, Unqork shall make available to Customer, in downloadable form, the then most recent version of Customer Data maintained by Unqork; provided that Customer has at that time paid all Fees and Reimbursable Expenses then outstanding and any amounts payable after or as a result of such expiration or termination.

11.   Representations and Warranties.

11.1   Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a)   it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b)   it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

(c)   the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

(d)   when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11.2   <u>Additional Unqork Representations, Warranties and Covenants</u>. Unqork represents, warrants and covenants to Customer during the Term of this Agreement that:

(a)   Unqork has the skills, expertise, and resources to perform and will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement;

(b)   the Unqork Systems will operate in accordance with the Documentation provided hereunder;

(c)   Customer's permitted use of the Unqork Systems and the Documentation provided hereunder do not infringe upon, violate, or misappropriate any Intellectual Property Rights of any third party; and

(d)   Unqork and Unqork Personnel have not and shall not introduce into the Use Case, Unqork Systems or Customer Systems (or those of its Affiliates), any malware including, without limitation, any automatic shut-down, lockout virus, spyware, worm, trap door, Trojan horse, back door, time bomb or other similar mechanism (i.e., timer, clock, counter or other limiting routine, instruction, or design) that would erase data or programming or otherwise cause any such system to become inoperable or incapable of being used in accordance with its documentation or intended purpose, or aid in a data leak (individually or collectively, "**Malicious Code**"). If Unqork or Unqork Personnel are the source of any Malicious Code, if and to the extent requested by Customer and at no cost to Customer, Unqork shall restore and/or reconstruct (or bear the cost of restoring and/or reconstructing) any and all data and programming lost by Customer or any of its Affiliates as a result of Malicious Code.

11.3   <u>Additional Customer Representations, Warranties and Covenants</u>. Customer represents, warrants and covenants to Unqork that, during the Term of this Agreement:

(a)   Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Unqork and Processed in accordance with this Agreement, such Customer Data does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

(b)   Customer's use of the Unqork Materials and related services shall be (i) in accordance with the terms and conditions set forth in this Agreement (including Schedule D); and (ii) only be for a governmental purpose.

(c)   The Customer Data that Customer collects (and Customer Data that is collected on Customer's behalf) is legal to collect based on regulatory or legal requirements in the Customer country of origin and the subject party of such Customer Data ("**Data Subject**") origin or location.

(d)   With respect to the Customer Data, each Data Subject has given consent to the Customer for the processing of his or her personal data for one or more specific purposes.

11.4   <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2, THE UNQORK MATERIALS AND THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND UNQORK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND UNQORK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, UNQORK MAKES NO WARRANTY OF ANY KIND THAT THE UNQORK MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, OR THE PROFESSIONAL SERVICES WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE. ALL UNQORK THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN UNQORK AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH UNQORK THIRD PARTY MATERIALS. UNQORK DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO CUSTOMER THIRD PARTY MATERIALS; AS BETWEEN CUSTOMER AND UNQORK, CUSTOMER IS RESPONSIBLE FOR ALL CUSTOMER THIRD PARTY MATERIALS AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY SUCH CUSTOMER THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH CUSTOMER THIRD PARTY MATERIALS. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. UNQORK DOES NOT WARRANT THAT THE UNQORK MATERIALS WILL RUN IN ANY CONFIGURATION NOT SPECIFIED IN THE DOCUMENTATION. IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

12.   <u>Indemnification and Insurance</u>.

12.1   <u>Unqork Indemnification</u>.

(a)   Unqork shall indemnify, defend and hold harmless Customer and its Affiliates, and their respective officers, directors, employees, agents, permitted successors and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "**Action**") by a third party (other than an Affiliate of a Customer Indemnitee) to the extent that such Losses

arise out of or relate to: (i) any negligent or more culpable acts or omissions of Unqork or the Unqork Personnel; (ii) Unqork's breach of any representations or warranties contained this Agreement; (iii) any breach of Unqork's obligations under **Section 7** (Security) or **Section 9** (Confidentiality). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

(b) Notwithstanding the foregoing, Unqork shall not have any obligations to any Customer Indemnitee under this Section 12.1 for any Action or Losses of a third party arising out of or relating to (i) the negligent or culpable acts or omissions of Customer or any Customer Indemnitee; (ii) any breach of this Agreement by Customer or any Customer Indemnitee to the extent such breach is responsible for the Action; or (iii) respecting a third party Action for infringement to the extent it arises out of or relates to: (1) Customer's modification or alterations of the Unqork Materials other than: (A) by or on behalf of Unqork; (B) with Unqork's written approval in accordance with the Documentation or Unqork's written specification; or (C) as permitted under the Agreement and any applicable Order; (2) Customer's failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Unqork; (3) a third-party claim of infringement based on use of a superseded or altered release of the Unqork Materials if the infringement would have been avoided by Customer's use of a current unaltered release of the Unqork Materials provided Unqork supplied such current unaltered release of the Unqork Materials to Customer.

12.2   Customer Indemnification. Subject to the monetary cap set forth in Section 13.5 hereof, in accordance with 31 U.S.C. § 1341 AND 41 U.S.C. § 6301, to the extent permissible by applicable Law, Customer shall indemnify, defend and hold harmless Unqork and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "Unqork Indemnitee") from and against any and all Losses incurred by such Unqork Indemnitee in connection with any Action by a third party (other than an Affiliate of a Unqork Indemnitee) that arise[s] out of or relates to any (a) negligent or more culpable acts or omissions of Customer or the Customer Personnel; (b) claim that the Customer Data infringes such third party's Intellectual Property Rights; (c) any breach of Customer's representations or warranties under this Agreement; (d) any breach of Customer's obligations under Section 9 (Confidentiality); and (e) Customer's use of the Unqork Materials in violation of the Agreement. Notwithstanding the foregoing, Customer shall not have any obligations to any Unqork Indemnitee under this Section 12.2 for any Action or Losses of a third party arising out of or relating to (i) the negligent or culpable acts or omissions of Unqork or any Unqork Indemnitee; (ii) any breach of this Agreement by Unqork or any Unqork Indemnitee to the extent such breach is responsible for the Action.

12.3   Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to **Section 12.1** or **Section 12.2,** as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall reasonably cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and all related settlement negotiations and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole

cost and expense. Without Indemnitee's prior written consent, any settlement of an Action brought by a third party shall not adversely affect the Indemnitee's rights hereunder or impose any obligations on the Indemnitee(s). The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Notwithstanding the foregoing, in accordance with 28 U.S.C. § 516, the U.S. Department of Justice has the sole right to represent the United States Government in any action related to this Section 12.

12.4   Mitigation. If any of the Unqork Materials are, or in Unqork's sole discretion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Unqork Materials is enjoined or threatened to be enjoined by a court of competent jurisdiction, Unqork may, at its option and its sole cost and expense, (a) obtain the right for Customer to continue to use the Unqork Materials materially as contemplated by this Agreement; (b) modify or replace the Unqork Materials, in whole or in part, to seek to make the Unqork Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Unqork Materials, as applicable, under this Agreement; or (c) by providing thirty (30) day's prior written notice to Customer, terminate this Agreement with respect to all or part of the Unqork Materials, and require Customer to immediately cease any use of the Unqork Materials or any specified part or feature thereof, and Customer will be entitled to a refund of pre-paid amounts paid to Unqork as of the date of termination attributable to post-termination periods.

12.5   Insurance.

(a)   General. Unqork shall maintain at its own expense during the Term and for a period of one (1) year thereafter the insurance coverages described in this **Section 12.5**, each of which must be issued by an insurance company having an AM Best rating of A- or better. Unqork shall maintain deductibles that are appropriate in relation to the risks associated with its business and its financial strength and is responsible for all such deductibles and self-insured retentions.

(b)   Coverages. Unqork shall maintain the insurance coverage types and amounts specified as follows:

(i)   Commercial general liability insurance covering claims for bodily injury (including death), personal injury and broad form property damage arising out of operations in connection with the Agreement, including liability assumed under the Agreement, with a single limit of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate.

(ii)   If Unqork is performing any services at Customer's premises, coverage for third party fidelity with policy limits not less than $500,000 per loss.

(iii)   Workers compensation insurance as required by the statutes of the jurisdiction in which services are being performed covering all Unqork Personnel employed by Unqork in the performance of their duties who are required to be covered by the statutes of the relevant jurisdictions.

(iv)   Employers' liability insurance with limits of not less than $1,000,000 for each accident or disease for all Unqork Personnel engaged in operations covered by the Agreement.

(v)   Errors and omissions insurance with limits of not less than $5,000,000 per claim and $10,000,000 annual aggregate, providing coverage for wrongful acts in the rendering of, or failure to render, Professional Services under the Agreement, which shall include, without limitation, electronic data losses, damage or breaches of electronic data security, design errors, destruction of data (other than casualty exclusions) or failure to design an adequate system arising out of Unqork's wrongful acts in the rendering of, or failure to render, Professional Services under the Agreement.

(vi)   Umbrella (excess) coverage in the amount of $5,000,000 per claim and $10,000,000 annual aggregate, written on a non-contributory basis for commercial general liability, automobile liability, and employers' liability coverage.

(vii)   Cybersecurity insurance with the following minimum coverage requirements:

$10,000,000 – Information Security and Privacy Liability

$10,000,000 – Cyber Extortion Loss

$10,000,000 – Data Protection Loss

$2,500,000 – Legal Services and Expert Analytics

(c)   Nature and Proof of Coverages. All coverages are primary and non-contributory and are maintained without interruption during the Term and for a period of one (1) year thereafter. Upon Customer's request, Unqork shall furnish Customer with certificates of insurance evidencing the insurance required herein. Maintenance of insurance as specified herein shall in no way be interpreted as relieving Unqork of any of its responsibilities under the Agreement, and Unqork may carry, at its own expense, such additional insurance as it deems necessary, including self-insurance. Unqork shall provide written notice to Customer at least thirty (30) days in advance cancellation, lapse, reduction, other adverse change, in respect of any insurance coverage maintained by Unqork as required hereunder.

13.   Remedies and Limitations of Liability.

13.1   Remedies Generally. All rights and remedies set forth in the Agreement are in addition to, and not in lieu of, any other rights and remedies that may be available to a Party.

13.2   Reserved.

13.3   Reserved.

13.4   EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, GOODWILL, REVENUE OR PROFIT OR DIMINUTION IN VALUE OF ANY CUSTOMER INDEMNITEE OR UNQORK INDEMNITEE, AS APPLICABLE; (b) LOSS OF AVAILABILITY, IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE UNQORK MATERIALS, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE AVAILABILITY CREDITS PURSUANT TO **SCHEDULE C**; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE LOSS OR DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.5   CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EACH PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE BY CUSTOMER TO UNQORK HEREUNDER IN THE TWELVE-MONTH PERIOD PRIOR TO SUCH EVENT. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTHWITHSTANDING THE FOREGOING, IN ACCORDANCE WITH 31 U.S.C. § 1341 AND 41 U.S.C. § 6301, THE PARTIES' AGGREGATE LIABILITY UNDER SECTION 12.2 HEREOF SHALL NOT EXCEED ONE TIMES (1X) THE FEES PAYABLE UNDER THE APPLICABLE CUSTOMER ORDER, AS INCLUDED IN THE APPLICABLE APPROPRIATION RELEVANT TO THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 13.5 SHALL NOT APPLY TO (i) PERSONAL INJURY OR DEATH RESULTING FROM EITHER PARTY'S NEGLIGENCE; (ii) FOR FRAUD; OR (iii) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

13.6   Items Not Considered Damages. Notwithstanding anything that may be contained in the Agreement to the contrary, the following shall not be considered liabilities, amounts, or damages that count toward the dollar limit set forth in **Section 13.5**: (a) Service Availability Credits or any other credits paid or payable to Customer by Unqork; (b) amounts paid by Customer but subsequently refunded by Unqork (i.e., because of an overpayment or payment of incorrect charges); or (c) to the extent a Party elects to cure its breach of the Agreement, all costs and expenses associated with such cure.

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

15.   Miscellaneous.

15.1   Further Assurances. Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

15.2   Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15.3   Public Announcements and Use of Trademarks. Unqork may identify Customer as a customer in our promotional materials to the extent permitted by GSAR 552.203-71-RESTRICTION IN ADVERTISING. Unqork will not in any way suggest that Customer endorses the Services but only that Customer is our customer. Customer may request that Unqork stop doing so by submitting an email to Unqork's Service Manager.

15.4   Notices. All notices, requests, consents, claims, demands, waivers and other communications required or permitted under this Agreement shall be in writing and addressed to a Party as follows (or to such other address or such other person that such Party may designate from time to time in accordance with this **Section 15.4:**

If to Unqork:	85 Fifth Avenue, 6th Floor New York, NY 10003 E-mail: arie@unqork.com Attention: Aristaria Vasilakis, SVP Finance With a copy to: Lori S. Hoberman, General Counsel Email: legal-contracts@unqork.com
If to Customer:	[ADDRESS] With copy to: [LEGAL COUNSEL]

Notices sent in accordance with this **Section 15.4** will be deemed effectively given: (a) upon delivery, if delivered by hand; (b) one (1) business day after deposit with a nationally recognized overnight courier; or (c) when sent, if by e-mail, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours.

15.5   Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the

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context otherwise requires, references in this Agreement: (f) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (g) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (h) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

15.6   Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15.7   Entire Agreement. This Agreement, together with all schedules, exhibits, appendices and attachments hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments and appendices (other than an exception expressly set forth as such therein) this Agreement, excluding its exhibits, schedules, attachments and appendices will control. To the extent a negotiated Government Purchase Order signed by both parties contradicts the terms of this Agreement, the negotiated Government Purchase Order shall control. Nothing in this Agreement is intended to create, and nothing herein shall be construed to create, any form of agency, partnership or joint venture between Unqork and Customer, or to grant either Party any right, title or interest not specifically set forth herein. Neither Party will have, nor will it represent itself to have, any authority to bind the other Party or act on its behalf. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

15.8   Assignment. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights, remedies or obligations under this Agreement (including by forward or reverse merger, consolidation, dissolution or operation of Law, and whether voluntarily or by a Governmental Authority's action or order) without the other Party's prior written consent (which that other Party may not unreasonably withhold or delay); except that, without the other Party's consent, either Party may assign this Agreement, or any of such Party's rights or obligations under this Agreement, to (i) any Affiliate of such Party, or (ii) any Person in connection with any merger, acquisition, reorganization or change of control involving such Party or its Affiliates or the sale of all or substantially all of the business or assets of such Party or any its Affiliates in accordance with the provisions of FAR 42.1204. Any assignment of this Agreement in contravention of this **Section 15.8** is void and of no effect. This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.

15.9   No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express

or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege, nor will any waiver constitute a continuing waiver unless the writing so specifies.

15.11 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.12 Governing Law; Submission to Jurisdiction. Liability for any breach of this Agreement or any claim arising hereunder shall be determined under the Contract Disputes Act, the Federal Tort Claims Act, or other governing federal or state authority. Federal Statute of Limitations provisions or, if applicable, state statute of limitations, shall apply to any breach or claim. In the event of a dispute between the Parties, Customer agrees Unqork shall have standing and direct privity of contract to bring a claim directly against Customer in a court of competent jurisdiction or an agency board of contract appeals. Any terms regarding choice of law and venue are hereby waived. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws applicable to Government without reference to conflict of laws. The laws of the State of New York will apply in the absence of applicable law.

15.13 Export Restrictions: Export laws and regulations of the United States of America and any other relevant local export laws and regulations apply to the Services. Customer agrees that such export laws govern its use of the Services (including technical data) provided under this Agreement, and the Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from the 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.

15.14 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Counterparts may be executed in either original or electronically transmitted form (i.e., faxed form

or emailed portable document format (PDF) form), and the Parties hereby adopt as original any signatures received vie electronically transmitted form.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

	UNQORK INC.
	By_____ Name: Title:

	[CUSTOMER NAME]
	By_____ Name: Title:

UNQORK ORDER NO. __

This Order No. __ (this "**Order**") dated [DATE] (the "**Effective Date**") is entered into and subject to the terms of the Software as a Service Agreement dated [DATE] (the " **Agreement**") by and between Unqork Inc. ("**Unqork**"), a Delaware corporation with offices at 85 5th Avenue, 6th Floor, New York, NY 10003 and [NAME], a [TYPE OF ENTITY] formed under the laws of [JURISDICTION] with offices located at [ADDRESS] ("**Customer**" and together with Unqork, each a "**Party**" and collectively the "**Parties**"). Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, this Order shall control, but only to the extent applicable to the Use Case provided under this Order.

1. **Customer Information**.

Customer Name	[NAME]
Contact Person	Name: Phone: Email: Address:
Billing Contact	Name: Phone: Email: Address:

2. Purchase Order (PO) Number:

Does Customer Require a Purchase Order (PO)?[1,2]	
Purchase Order Number (if required, complete this field and submit purchase order documentation)	

3. Use Case Description

Unqork will be used as the platform for the build of [Name of Application] for [Description of use case, applicable user base and division of Customer if relevant] (the "**Use Case**").

Utilization of the Use Case for the benefit of any other subsidiaries or affiliates of Customer, in regions other than the United States, or for capabilities other than as stated above, will require an amendment to this Order or additional Order(s) to be negotiated by the Parties.

Unqork will provide to Customer the necessary Access Credentials to allow Customer and its Authorized Users to access the Use Case upon execution of this Order or, if different, on the Start Date specified in Section 4 of this Order.

4. Initial Term.

The term of the subscription for the Use Case provided under this Order will have the following start date and end date (the "**Initial Term**"):

Subscription Start Date	
Subscription End Date	

After the Initial Term, unless Customer provides Unqork written notice no later than 90 days prior to the expiration of the then-current term, this Order may be renewed for additional one-year terms(each a "**Renewal Term**" by executing an Order for the Renewal Term and together with the Initial Term, the "**Subscription Term**"), subject to the Fee Increase section in this Order. Any changes to this Order will be addressed via a new Order or a Change Order which shall be mutually agreed and signed by the Parties.

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[1] If Customer indicates that no purchase order is required, Customer agrees that invoices will be processed and paid without a purchase order. Customer also agrees that the terms of the Agreement will apply to any late payment regardless of whether Customer subsequently requires a purchase order.

[2] If Customer requires a purchase order, Unqork will not deliver the Use Case and/or activate service until the purchase order is received and Unqork will revise the Start Date to reflect the date on which the purchase order is received by Unqork.

Subscription Products for the Use Case

	Description	Subscription Year of Initial Term	Annual Fee	Total Fees[3]
Subscription for Use Case	3 Environments 2 Non-Production Environments (1 Staging, 1 UAT) 1 GovCloud Production Environment	[XX] to [XX]	$[XX]	$[XX]
	Total Committed Fees		$[XX]	

Additional Purchases: During the Subscription Term, Customer may purchase additional Support and/or Training Products and features at the applicable price, pro-rated based on the remaining duration of the Term, by entering into a Change Order. The incremental fees will be pro-rated for the Subscription Term. Any incremental additional Support and or Training Products shall be coterminous with the anniversary date of the Subscription Term.

Fee Increases. Beginning with the first Renewal Term (and for each one thereafter) under this Order, Unqork shall have the right to increase the Annual Fee in accordance with the Economic Price Adjustment (EPA) Clause in the GSA Schedule Contract and Pricelist.

Payment Terms:

Product	Billing Cycle	Payment Due
Subscription for the Services	Annual	Net 30 days from invoice date

Unqork will invoice Customer for the pro rata portion of the Total Committed Fees (based on the applicable Term and Billing Cycle) in accordance with the terms set forth in the table above with the first invoice being issued promptly after this Order is executed by both Parties. Unqork will invoice Customer for any incremental fees (e.g. additional Support and/or Training Products) on the date of such purchase as specified in a separately executed Change Order. All amounts will be paid in U.S. dollars unless otherwise indicated in the fee table(s) above and are non-refundable.

5. **Special Instructions**: [ADD]

[SIGNATURE PAGE FOLLOWS]

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[3] Fees do not include any taxes, levies, duties or similar governmental assessments

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Order as of the Effective Date.

[CUSTOMER NAME]   **UNQORK INC.**

By: _____   By:_____

Name: _____   Name:_____

Title: _____   Title:_____

SCHEDULE B

Unqork Statement of Work No. __

This Statement of Work No. __ (this "**SOW**") dated [DATE] (the "**Effective Date**") is entered into and subject to the terms of the Software as a Service Agreement dated [DATE] (the "**Agreement**") by and between Unqork Inc, a Delaware corporation with offices at 85 5th Avenue, 6th Floor, New York, NY 10003 ("**Unqork**") and [NAME], a [ENTITY] formed under the laws of [JURISDICTION] with offices located at [ADDRESS] ("**Customer**" and together with Unqork, each a "**Party**" and collectively the "**Parties**"). Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this SOW except as expressly modified herein. To the extent the terms and conditions of this SOW are in conflict with the terms and conditions of the Agreement, this SOW shall control, but only to the extent applicable to the Professional Services provided under this SOW.

This SOW is entered into by the Parties to establish the scope of the Professional Services to be performed, the objectives to be achieved, the start and delivery dates, specific tasks, activities and deliverables, and the roles and responsibilities of the Parties.

1.   **Customer Information.**

Customer Name	[NAME]
Contact Person	Name: Phone: Email: Address:
Billing Contact	Name: Phone: Email: Address:

2. **Project Managers.** For the purposes of this SOW, the following individuals are the Project Managers:

Customer Project Manager	Name: Phone: Email:
Unqork Project Manager	Name: Phone: Email:

3. **Purchase Order (PO) Number:**

Does Customer Require a Purchase Order (PO)?[4]	
Purchase Order Number (if required, complete this field and submit purchase order documentation)	

4. **Schedule And Term.**

Project Name: [Name of Use Case From Order] under Order [XX] dated [XX] (the "**Use Case**")

Unqork and Customer have explored the scope and responsibilities of the Use Case. Unqork will provide Professional Services as set forth in Appendix 1 in accordance with the Unqork Agile Framework as described in Appendix 3. The estimated term of this SOW and associated fees are set forth as below and Appendix 2.

Project Start Date	
Expected Completion Date	

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[4] If Customer indicates that no purchase order is required, Customer agrees that invoices will be processed and paid without a purchase order. Customer also agrees that the terms of the Agreement will apply to any late payment regardless of whether Customer subsequently requires a purchase order.

Professional Services described in Appendix 1 are provided on a time and materials basis for the following estimated amount set forth in the table below (the "**T&M Estimate**"). Hourly rates are based on the Rate Card, attached hereto as Appendix 2 (the "**Rate Card**").

T&M Estimate	

Customer acknowledges and agrees that Unqork's ability to timely deliver the Professional Services within estimated time frames is dependent on Customer's timely performance of all tasks and responsibilities defined in Appendix 1. Customer's failure to perform in a timely manner or provide requested information and/or materials in a timely manner may result in delays and additional costs, which shall be reflected in a Change Order.

Unqork will make a commercially reasonable effort to provide the Professional Services within the T&M Estimate. Unqork will make a reasonable effort to notify Customer as soon as practicable if it appears that the T&M Estimate may be exceeded. In the event that actual costs are higher than the T&M Estimate, both parties shall negotiate in good faith based on the rates set forth in the table below and execute a written Change Order.

In the event that Customer seeks to change the scope and objectives of Professional Services that impact the timing, cost, or the deliverables set forth in this SOW, Customer shall discuss such proposed changes with Unqork. If Unqork elects to perform such changes to the Professional Services, both parties shall negotiate in good faith to execute a Change Order, which will reflect the change in scope of the Professional Services, along with the revised fees payable to Unqork. Unqork shall not be obligated to perform any additional Professional Services unless both parties have executed a mutually agreed upon written Change Order.

Customer will reimburse Unqork for all actual, reasonable, pre-approved out of pocket expenses incurred (without markup) directly related to this SOW in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Unqork will be responsible for promptly providing upon Customer's request copies of all receipts in excess of $100.00.

5. **Payment Terms:**

Product	Billing Cycle	Payment Due
Professional Services	Monthly in arrears based on actual T&M	Net 30 days

6. **Special Instructions:** [ADD]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, by their authorized representatives, have executed this SOW as of the Effective Date.

[CUSTOMER NAME]   **UNQORK INC.**

Signature: Signature:

Print: Print:

Title: Title:

Date: Date:

Appendix 1

SCOPE OF PROFESSIONAL SERVICES:

Unqork is providing Professional Services to Customer in connection with the Use Case.

The Use Case will [consist of/feature the following functionality]:

- [Insert App Description from Discovery Deck. This should explain what the application is intended to do. (E.g. Application will deliver a portal experience for customers.)]

In order to deliver the Use Case, Unqork will:

- Insert Key Activities Here
- For example, Engage in discovery and requirements gathering to identify enhancements
- For example, Implement the enhancements to X
- For example, Identify additional opportunities to leverage the Unqork platform
- For example, Provide oversight and guidance in co-build activity(ies) with the Customer

Requirements of the Use Case are:

#	Topic	Requirement
1	User Roles, Groups, and Hierarchies	• This section to come directly from the Discovery Phase Report
2	User Management and Registration	•
3	Workflows	•
4	Integrations	•
5	PDF	•
6	Data Storage and Cloud Provider	•
7	UX and Design	•
8	User and Transaction Volume	• NOTE: Concurrency is 10% of total expected users
9	Security and Compliance	•

Delivery Conditions:

In order to execute this scope of work, Customer will:
- Provide Unqork with necessary Customer personnel appropriate and skilled to participate in co-build activities
- Provide subject matter expertise and guidance on business processes, business logic, and internal systems, promptly upon Unqork's reasonable request

- Ensure all 3rd party service provider accounts will be owned and held by the client across all environments prior to the end of discovery unless otherwise stated
- Provide Unqork with API services that are HTTPS, RESTful and JSON based
- Not alter requirements, data dictionaries, or rules after confirmation and approval
- Not require data migration services or support from Unqork
- Maintain a stable application volume that will not deviate more than 25% from the initial Requirements
- Compile all user acceptance testing feedback and provide that feedback in a prompt and timely manner
- Provide a demo of existing systems, tools, design documents
- Define reporting requirements for Unqork created data dictionaries
- Customer's acceptance testing period for Build|UAT phase shall not exceed [5] business days
- Customer's acceptance testing period for Go-Live phase shall not exceed [10] business days
- [INSERT ADDITIONAL CONDITIONS HERE]
- [INSERT ADDITIONAL CONDITIONS HERE]
- [INSERT ADDITIONAL CONDITIONS HERE]

Dependencies:

In order to deliver the Professional Services described in this Appendix 1 within the proposed timelines and budgets set forth in this SOW, Customer will:

Dependency	Deadline:
Prepare & provide documents pertaining to: • Functional Requirements & user stories • user Personas by product • Business Process Flows • Brand Style Guide • Wireframes and/or UX/UI Flow • Data dictionary • API & Integration requirements	Start of Sprint 0
Identify and provide access/credentials to all relevant systems and integration points	Start of Sprint 1
Insert Additional Customer Dependencies Here	Start of Sprint 1

Unqork will finalize detailed activities, resources, timelines, project exit criteria, and additional fee estimates at the end of Discovery. Deviations from the dependency deadlines may impact resource availability, timelines, and fees.

Appendix 2

Location	Role	Estimated Quantity	Hourly Rate	Resource Hours	Estimated Cost
Onshore	Engagement Partner				
	Engagement Manager				
	Solutions Architect				
	Application Engineering Lead				
	Application Engineer				
	UX Engineer				
	QA Engineer				
Offshore	Project Manager				
	Solutions Architect				
	Application Engineering Lead				
	Application Engineer				
	UX Engineer				
	QA Engineer				
				Total T&M Estimate	

Hourly Rates are valid for a period of six (6) months from the Effective Date; thereafter, such rates are subject to change in Unqork's sole discretion and without prior notice to Customer.

Appendix 3

UNQORK AGILE FRAMEWORK:

Unqork will utilize the Unqork Agile Framework ("**UAF**") in its performance under this SOW. The UAF consists of the following phases and activities:

Kickoff – This phase formally introduces the Customer team to Unqork's project leadership team. A certified engagement manager, a senior solutions architect, and an application engineer lead will manage the project while the Unqork's client partner and customer success manager will share knowledge on industry best practices. Unqork will utilize this meeting to provide an in-depth walk through of the UAF, define roles and responsibilities, establish the governance structure, meetings schedule, communication plan, and align with Customer on the scope of the Professional Services and/or Use Case. Customer's key stakeholders shall participate in the meeting to provide input on success criteria, key objectives, and critical Requirements. At this meeting, Unqork expects Customer to provide user stories, functional and non-functional Requirements/user stories, user personas, brand style guidelines, wireframes, data dictionary, API/Integration requirements, and any business process flows.

Discovery – Following Kickoff, Unqork and the Customer will begin a series of deep dive discovery sessions to understand the Customer's business and requirements, to be reflected in the preparation and drafting of baseline Use Case features, functions and architecture. These sessions are led by the certified engagement manager, solution architect, lead application engineer, and UX Designer and will allow Unqork to identify user personas, document the functionality, key system integrations, architecture of the Use Case and confirm alignment with Customer's Requirements. The information collected in these sessions will allow Unqork to create lo-fi wireframes and the technical artifacts, which includes solution architecture, business process architecture, data model and dictionary, RBAC diagram and integration specification(s). Once the Requirements of the Use Case are agreed with the Customer, the detailed project plan is finalized, including the delivery timeline for the Use Case.

Build | UAT – Following conclusion of the Discovery phase, Unqork begins configuration and implementation iteratively utilizing the principles of agile software development.

Unqork follows generally accepted industry practices for unit testing, manual and automated quality assurance, performance testing, and configuration reviews to configure the Use Case with a focus on quality while meeting the timelines set forth in the project plan established at the end of Discovery. Customers will have full visibility into the Use Case development lifecycle and the opportunity to participate in live demonstrations to evaluate the development and functionality of the Use Case.

Throughout this phase, components of the Use Case will be completed and available for Customer to conduct user acceptance testing after each sprint demo. Defects (as defined in Appendix 4) in the Use Case identified by Unqork and/or the Customer will be defined, logged, and determine resolution path prior to completion of this phase. This phase will also identify future enhancements, associated priorities, and the post-launch enhancement schedule. Customers conduct user acceptance testing (for the period set forth in Appendix 1) in a secure staging, non-production environment. Upon the conclusion of user acceptance testing, Customer will deliver to

Unqork written acceptance of the Use Case or provide written notice stating with specificity as to why the Use Case or such or portion(s) of the Use Case are not acceptable to Customer. If Unqork does not receive acceptance or rejection from Customer by the end of this acceptance testing period, then Company shall be deemed to have accepted such Use Case or portion(s) of the Use Case.

Go Live – The Use Case will be promoted from the staging environment to production and Customer shall conduct end to end user acceptance testing of the Use Case (for the period set forth in Appendix 1). Upon the conclusion of such user acceptance testing, Customer will deliver to Unqork written acceptance of the Use Case or provide written notice stating with specificity as to why the Use Case or such or portion(s) of the Use Case are not acceptable to Customer. If Unqork does not receive acceptance or rejection from Customer by the end of this acceptance testing period, then Company shall be deemed to have accepted the Use Case. Upon Customer's written direction, the Use Case will be available for use in Customer's GovCloud Production Environment (the "**Go-Live Date**"). Thereafter, Unqork's team will monitor the deployment into production and Customers will be provided with applicable Documentation, training and user guides with respect to the Use Case.

Hypercare Support – For a period of no more than thirty (30) days following the Go-Live Date (the "**Hypercare Period**"), on a time and materials basis, Unqork will resolve Defects (as defined in Appendix 4) in the Use Case that are identified during the Hypercare Period by Customer.

If Customer encounters an issue with the operation of the Use Case during the Hypercare Period, Customer shall provide written notice to Unqork, including the following information:
- Browser type and version
- Detailed steps to reproduce the issue
- Specific feature/functionality of the Use Case relating to the issue
- Detailed description of Requirement versus actual operation of such functionality or feature of the Use Case
- Available workarounds
- Detailed description of troubleshooting/debugging activity (e.g. order of steps) Customer has performed
- Copy of erroneous file (if generated from the Use Case)

Upon the receipt of such written notice, Unqork and the Customer shall diagnose such issue. If it is determined that such issue is a Defect, Unqork shall remediate such Defect in coordination with Customer.

If Customer requests in writing (1) that Unqork correct an issue not (a) caused by a Defect in the Use Case; (b) attributable to the fault of Unqork; and/or (c) caused by the Unqork Systems, or (2) an enhancement to Requirements set forth in the Scope of Services section of the applicable Order and/or this SOW, as applicable, then Customer shall negotiate a Change Order to this SOW or separate SOW to perform the work necessary to resolve such issue.

For the avoidance of doubt, (1) enhancements to the Use Case and (2) additional remediation of Defects following the Hypercare Period shall be rendered pursuant to a separate SOW or a Change Order to this SOW. Any scope changes to the Requirements set forth above following the Completion Date shall be performed pursuant to a separate SOW and/or Change order.

Appendix 4

DEFECT

A "**Defect**" means an error or flaw in a feature or function of the Use Case resulting in functionality and/or performance of such Use Case that deviates from the Requirements set forth in this SOW.

If Unqork determines that an issue is (i) not a Defect in the Use Case, (ii) caused by Customer (whether a Designer User or an End User, or (iii) an Enhancement (as defined below), Unqork and Customer shall mutually agree as to a Change Order or a separate SOW to perform the Professional Services necessary to remediate the issue.

A. Categorization of Defects

- *Critical.* A Defect in the Use Case impacting all Designer and/or End Users, as applicable, for which there is no workaround, that causes (i) the Use Case to be unavailable; or (ii) an inability for End Users to complete transactions contemplated in the user story and/or requirements set forth in the Order.

    Examples include:
    - An End User(s) is unable to register or log in to the Use Case (e.g. the login button is missing or not operational).
    - Use Case is not saving in accordance with the Requirements.
    - Customer Data has been lost and/or End Users are unable to complete a transaction that is fundamental to the Use Case.

- *Medium.* A Defect in the Use Case impacting multiple End Users that causes the performance or processing of the Use Case to slow down, degrade and/or not operate in the manner the Use Case was accepted by Company when it was deployed into a GovCloud Production Environment, for which there is a workaround allowing Company to materially continue its normal business operations during which time the Contractor is curing the Defect.

    Examples include:
    - The login button is present, but it takes three (3) minutes or more to log into the Use Case.
    - Multiple End Users are able to utilize a feature or complete a transaction but requires multiple attempts.
    - On page display of information requires a refresh of the page.

- *Low.* A Defect in the Use Case impacting an End User that causes performance or processing inconsistent with the Requirements set forth in the SOW, which (i) does not prevent the normal operation of the Use Case; (ii) an available workaround does not materially impact the user experience; or (iii) is aesthetic in nature.

    Examples include:
    - The Use Case shows a non-blocking error message.

- ○ The login button is present, but it is labeled "Loggins."
- ○ The login button is located in a position not set forth in the requirements.

B. <u>Prioritization of Defects</u>

Upon Unqork's categorization of Defect, Customer shall assign an ordinal ranking for each such Defect for resolution by Unqork (e.g., P1, P2 or P3).

ENHANCEMENTS

"**Enhancement**" means an additional feature or function of the Use Case not included or explicitly enumerated in the Requirements or user stories as set forth in the SOW.

Examples include:
- The Requirement stated in the SOW provides that the login button must advance to the welcome screen, but such Requirement did not include that such welcome screen feature 2 factor authentication. During user acceptance testing, Customer acknowledges that 2 factor authentication was not included in the Requirement; accordingly, Professional Services to add and activate 2 factor authentication are an Enhancement.

For the avoidance of doubt, an Enhancement is **<u>not</u>** a Defect.

SERVICE LEVEL AGREEMENT; SUPPORT

1. Defined Terms.

    a. "**Available**" or "**Availability"** means the Unqork Systems are available for access and use by Customer and <u>End Users</u> in the GovCloud Production Environment over the Internet and operating materially in accordance with the specifications.

    b. "**Availability Requirement**" has the meaning set forth in Section 2 below.

    c. "**Corrective Action Plan**" has the meaning set forth in Section 6 below.

    d. "**Exceptions"** has the meaning set forth in Section 3 below.

    e. "**GovCloud Production Environment**" means that technical setting in which the Unqork Systems operates to support the Use Case for its intended purpose by Customer by End Users. For the avoidance of doubt, GovCloud Production Environment does not include non-production environments, including pre-production, staging or user access testing environments.

    f. "**Scheduled Downtime**" has the meaning set forth in Section 4 below.

    g. "**Service Availability Credits**" has the meaning set forth in Section 5(a) below.

    h. "**Service Error**" means an error, defect, or problem of the Unqork Systems to operate in accordance with its Specifications and/or that affects the functionality of the Use Case.

    i. "**Service Period**" has the meaning set forth in Section 2 below.

2. Availability Requirement. Unqork will use commercially reasonable efforts to make the Unqork Systems Available in the GovCloud Production Environment, as measured over the course of each calendar month during the term (each such calendar month, a "**Service Period**") at least 99.9% of the time, excluding the periods during which the Unqork Systems are not Available, solely as a result of one or more Exceptions ("**Availability Requirement**").

3. Exceptions. No period of Unqork Systems degradation or inoperability will be included in calculating Availability if such downtime or degradation is caused, in whole or in part, by any of the following ("**Exceptions**"):

    a. any delay, act, error or omission by Customer or Users, access to or use of the Unqork Materials by Customer or Users that does not comply with this Agreement;

    b. Force Majeure Event;

    c. failure, interruption, outage or other problem with the Use Case, any Customer Third Party Materials or any element of the Use Case, application interface, software, hardware, system, network, internet, facility or other element or material not supplied by Unqork pursuant to this Agreement or beyond the reasonable control of Unqork;

    d. any Defect that arises during the Hypercare Period; and

    e. Scheduled Downtime.

4. Scheduled Downtime. Unqork will use commercially reasonable efforts to (a) schedule downtime for routine maintenance of the Unqork Systems between the hours of 12:00 a.m. and 3:00 a.m. on weekdays or between the hours

of 8 p.m. Saturday to 8 a.m. Sunday, all Eastern Standard Time or Eastern Daylight Time, as applicable and (b) notify Customer at least 48 hours in advance of all such scheduled outages of the Unqork Systems ("**Scheduled Downtime**").

5.   Remedies for Service Availability Failures.

(a)   If the Availability of the Unqork Systems is less than the Availability Requirement for any Service Period, Unqork shall issue to the Customer the corresponding service credits as set forth in the chart below ("**Service Availability Credits**").

(b)   If the Availability of the Unqork Systems is less than the Availability Requirement: (i) in any three of twelve calendar months or (ii) 95% in any calendar month, then, in addition to all other remedies available to Customer, Customer may terminate this Agreement or any Order upon written notice to Unqork with no liability, obligation or penalty to Customer by reason of such termination.

Availability Requirement	Service Availability Credits
The Unqork Systems shall be Available 99.9% of the time during each Service Period, excluding Exceptions.	No Service Availability Credits will be given for any Service Period in which the actual Availability of the Unqork Systems equals or exceeds the Availability Requirement during such Service Period. Customer is entitled to a Service Availability Credit of 1% of the Fees payable during the Service Period for each 0.1% by which actual uptime is less than the Availability Requirement, such credit not to exceed 50% in any Service Period.

6.   Corrective Action Plan. Upon Customer's request, Unqork will perform a root cause analysis for each P1 Service Error. If five (5) or more P2 – P3 Service Errors in Customer's single GovCloud Production Environment occur in any thirty (30) day period during (a) the Term, or (b) any additional periods during the applicable Service Period, Unqork shall promptly investigate the root causes of such Service Errors and provide to Customer an analysis of the root causes. For each P1 Service Error or where there are five (5) or more P2 – P3 Service Errors in any thirty (30) day period during the Term, Unqork will share with Customer a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, will be incorporated in this Agreement as the Parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (i) Unqork's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Service Errors giving rise to the Support Requests; (ii) a strategy for developing any programming, Service updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, the Service Errors, and (iii) time frames for implementing the Corrective Action Plan. Unqork shall prepare and implement the Corrective Action Plan in the time frames and manner set forth therein at no cost to Customer.

7.   Support. Unqork will provide consultation and support to Customer via video conference, telephone and/or email, via Customer's Designated Contact Persons, to assist in problem resolution via the two methods below, listed in order of preference. Such standard support is available twenty-four (24) hours/ seven (7) days per week for a P1 Service Error, as described below and is available during normal business hours (Eastern Time), Monday through Friday, for all other severity levels (Standard Support). Unqork will respond within the designated response times in the table below according to severity level. The support shall include help desk support, telephone and/or email consultation, and remote communication support for Customer all of which are subject to the limitations hereinafter described.

A.   Open a support ticket at https://support.unqork.com

B.   Log into your Unqork domain community account at https://community.unqork.com to enter a support ticket.

8. <u>Support Requests</u>. If Customer encounters a problem in the usage of the Unqork Systems and sends a support request to Unqork, each support request from Customer shall include the following information:

- Background Information
  - Environment
  - Module

  - Any other relevant details (e.g., type, owner, status)
- Specific Feature
  - Expected behavior (e.g., goal of the feature to which the support request relates)
  - Actual behavior (e.g., what is occurring instead of the expected result)
- Remediation Steps Taken
  - Activities Customer has attempted to remediate the issue leading to the support request
  - Resources utilized in any remediation efforts above

If Customer's support request does not include the above information, Unqork shall request such additional information and Unqork's response relating to such support ticket, as described in the chart below, may be delayed.

Provided that Customer has included all information as required above, Unqork shall diagnose and reasonably assign a priority to the noted problem. If it is determined by Unqork that said problem is a Service Error, Unqork shall correct said Service Error. If it is determined that said problem is not a Service Error nor otherwise caused by Unqork, Unqork shall advise Customer. If Customer requests in writing that Unqork correct such problem that is not a Service Error nor otherwise caused by Unqork, Customer shall negotiate a SOW with Unqork to perform the work necessary to resolve such problem. In addition, in the event that the Customer requires upgrade testing and support, data reconciliation assistance, assistance to correct user entry errors, or disaster recovery assistance, Unqork shall, if so requested by Customer in writing, assist the Customer with the diagnosis and, if possible, the correction of said problems, the Parties will negotiate a SOW for Professional Services to remedy the problem. For the purposes of this Agreement, an "error" or "defect" or "problem" means a failure of the Unqork Systems to operate in accordance with its Specifications. Support tickets opened and assigned a service level impact determined by Unqork to not match the descriptions and severity defined here may be adjusted to reflect the actual impact appropriate for the issue; a notification email of an impact severity adjustment will be sent to the request/reporter of the original ticket.

Support requests shall be classified by the following priority and response levels:

Service Error Severity Level	Description	Example	Target Response Time to Customer (Standard Support)
P1 – Critical	Due to a Service Error in the GovCloud Production Environment, the Unqork Systems are down or seriously impacted, *or* the Customer Data is lost or destroyed, or there is a critical security flaw in the Unqork Systems *and* there is no workaround currently available for any of the above.	- End Users are unable to register or log in to the Use Case - The Use Case(s) is not saving - Customer Data has been lost - Customer Data is erroneously exposed - End Users are able to escalate their access privileges - End Users are able to corrupt Customer Data.	**30 minutes** Support hours: 24x7x365

		● End Users are unable to complete a transaction that is fundamental to the Use Case that is caused by a Service Error ● Critical feature/functionality essential to the Unqork Systems is not working as intended, impacting multiple customers.	
P2 – High	Due to a Service Error, the Unqork Systems are moderately affected, for which there is no workaround currently available, or the workaround is cumbersome to use.	● The performance of the Unqork Systems is slow or degraded ● Feature/functionality of the Unqork Systems is not working as intended resulting in a degradation of performance of the Unqork Systems impacting multiple customers.	**2 hours** Support hours:(during normal business hours)
P3 – Low	The Service Error is not critical. No Customer Data has been lost and the Unqork Systems have not failed. The Service Error does not prevent normal operation of the Unqork Systems, or the Service Error may be temporarily circumvented using an available workaround.	● Unqork Systems show a non-blocking error message	**24 hours** Support hours: (during normal business hours)

In order for Unqork to provide the support services described in this Schedule C, Unqork and Customer will work together in good faith to determine access solutions to Customer's GovCloud Production Environment(s) as required, in accordance with Customer's security policies and procedures.

SCHEDULE D

UNQORK FOR GOVERNMNENT CONDITIONS AND REQUIREMENTS

Customer acknowledges and agrees to the following:

- The Unqork Systems have been authorized as FedRAMP impact level "Moderate" and does not support FedRAMP High applications.
- The Unqork Systems are hosted in AWS GovCloud only. The Unqork Systems shall not be hosted in other cloud service provider or AWS accounts.
- The Unqork Systems are hosted using AWS GovCloud in a single region. The Unqork Systems do not support multi-region availability.
- The Unqork Systems do not support nor utilize the Unqork Marketplace or Unqork Development Lifecycle.
- Customer and its subcontractors shall be responsible for complying with, and implementing, additional controls required by applicable Law related to (but not limited to):
  - Government background check requirements, including US Persons access requirements
  - Government furnished equipment and devices (as required)
  - FedRAMP controls for Use Cases (including but not limited to multi-factor authentication)
  - Annual security training
  - Obtaining Agency Authorization to Operate for applications developed using the Unqork Systems
  - Personal Identity Verification Cards
- All Unqork Personnel shall utilize Government issued laptops and equipment in connection with services performed in relation to Customer's GovCloud Production Environment.

Unqork's FedRAMP Package is available upon request via the FedRAMP Marketplace for inherited control information.