

Cloud Solutions Agreement

Unless otherwise agreed to by NTT DATA in writing, the Cloud Solutions Agreement applies to direct commercial purchasers of NTT DATA Cloud Solutions. By placing your order or utilizing the Cloud Solutions, you accept and are bound to the terms below:

This Cloud Solutions Agreement, made between NTT DATA and you, governs use of and access to the Cloud Solutions. The term “**Agreement**” refers collectively to these terms and conditions, and: (i) the Solution Description for the applicable Cloud Solution; (ii) if you purchased directly from NTT DATA, any statement of work (“**SOW**”) or order form (an “**Order Form**”) referencing or incorporating the Solution Description; (iii) the applicable Regional Addendum that will govern the use of and access to the Cloud Solution by Customers and End Users outside of the United States (“**U.S.**”), attached hereto as **Schedule A**, (iv) the Acceptable Use Policy, attached hereto as **Schedule B**; (v) the Change Control Procedures, attached hereto as **Schedule C**; and (vi) the HIPAA Obligations, attached hereto as **Schedule D**.

“**You**,” “**your**” or “**Customer**” means the end-user entity which you represent, and which may be further identified in the applicable Solution Description, SOW and/or Order Form, End User Acknowledgment Form or online order process, and includes any of your Affiliates that expressly agree to, or are otherwise legally bound by, this Agreement. “**NTT DATA**” means NTT DATA Services, LLC, a Delaware limited liability company, and its suppliers and licensors, or the NTT DATA Affiliate identified on your Solution Description or SOW and/or Order Form. Your purchase of the Cloud Solutions are solely for your internal business use and may not be resold.

1. Definitions

“**Activation Instructions**” means any instructions, user IDs, software license keys or passwords that NTT DATA or the applicable Cloud Partner provides you to enable you to activate or access a specific Cloud Solution.

“**Affiliate**” means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity. For NTT DATA, this will be limited to NTT Data International L.L.C., NTT DATA Services International Holdings B.V. or any entity Controlled by either of them. For the purposes of each SOW and/or Order Form only, the applicable NTT DATA Affiliate alone shall be considered NTT DATA as that term is used throughout this Agreement and the applicable Customer Affiliate alone shall be considered the Customer as that term is used throughout this Agreement. NTT DATA, Customer and their respective other Affiliates will have no liability with respect to such SOW and/or Order Form.

“**Change**” means any change or modification in the Cloud Solutions, the schedule for performing the Cloud Solutions, or the cost or budget for performing the Cloud Solutions including any material changes in the Software or Equipment. For the sake of clarity, a Solution Description or a SOW and/or Order Form may set forth specific parameters of the Cloud Solutions (such as addition or removal of users or addition or removal of equipment) that may be modified by written agreement of the parties without undergoing the Change Control Process, and such modifications shall not constitute “Changes” for purposes of this Agreement or be subject to the Change Control Process.

“**Change Control Procedures**” or “**Change Control Process**” means the process set forth in the appendices to this Agreement.

“**Cloud Solution**” means the combination of the services performed and Software provided by NTT DATA or NTT DATA’s Cloud Partner to you pursuant to a Solution Description. Cloud Solutions include any Partner Solutions.

“**Customer Content**” means any information or data provided by you or your End Users in connection with your or your End Users’ use of the Cloud Solution, including any text, software, music, sound, photographs, graphics, video, messages, files, attachments or other materials transmitted to NTT DATA or stored or used on the Cloud Solution.

“**Confidential Information**” means (i) data you transmit to NTT DATA or store as part of the Cloud Solution or information provided to NTT DATA on a SOW and/or Order Form; (ii) NTT DATA pricing and other Cloud Solution terms, Activation Instructions, marketing and sales information, know-how, audit and security reports, product development plans, data center designs (including non-graphic information you may observe on a tour of a data center), or other proprietary information or technology provided to you (including Software); (iii) Trade Secrets or any information designated as Confidential. Information developed without reference to another party’s Confidential Information, or that is a part of or enters the public domain or otherwise is made available to a party without a violation of confidentiality, will not be Confidential Information; and (iv)

information of NTT DATA that should reasonable be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

“Control” and its derivatives means with regard to any entity, the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

“End User” means each individual or entity that Customer has authorized to access and use a Cloud Solution, including any individual or entity that purchases a Customer Solution.

“Intellectual Property” means all patents, applications for patents, copyrights, moral rights, author’s rights, rights of publicity, mask works, Trade Secrets, know-how, contract rights, licensing rights and/or any other intellectual or proprietary rights recognized by any jurisdiction, whether now existing or hereafter arising. Intellectual Property also includes corporate names, trade names, trademarks, service marks or other proprietary designations.

“Software” means any software, library, utility, tool or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by NTT DATA in connection with a Cloud Solution. Software includes software locally installed on your systems and software accessed through the Internet or by other remote means including websites, portals and cloud-based solutions to utilize a Cloud Solution in accordance with this Agreement.

“Solution Description” means (i) a statement of work, service description, solution description or other agreement that references this Agreement or Cloud Partner Terms or (ii) a specification sheet or online description referenced in a SOW and/or Order Form.

“Third-Party Products” means any non-NTT DATA or non-Cloud Partner software or services provided, made available or otherwise used in connection with the Cloud Solution, including any Customer Solution or any other Customer or third-party provided software, hardware or services.

“Trade Secret” means any NTT DATA or Cloud Partner information not commonly known or available to the public, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

There are other terms defined throughout this Agreement in the various sections so that the above is not an exhaustive listing of Definitions.

2. **Quotes, Ordering and Payment.** If you purchased a Cloud Solution through a reseller, the terms and conditions of sale (including pricing) for the purchase will be as agreed between you and the reseller. This Section 2 applies to direct sales only.
 - A. We will charge amounts for Cloud Solutions as set forth in the applicable Solution Description or a SOW and/or Order Form or, if not specified, the current list pricing provided on NTT DATA’s website or a separate pricing sheet provided to you. Quoted prices will remain in effect only until the expiration date of the quote. All orders are subject to NTT DATA’s acceptance. The number of systems, units (e.g., mailboxes, recipients, minutes, etc.) and End Users for which you have purchased Cloud Solution(s) is indicated on the SOW and/or Order Form. Usage in excess of these numbers or for a period of time longer than the Term will result in additional costs. The additional costs per billing period will be determined by multiplying the excess usage by the contracted fee per system, unit or End User in the original SOW and/or Order Form. Payment must be made by credit card, wire transfer or other prearranged payment method unless NTT DATA agree in writing to credit terms. Cloud Solutions are invoiced in accordance with the applicable Solution Description or a SOW and/or Order Form beginning on the Activation Date. NTT DATA, or NTT DATA’s local Affiliate(s), will invoice you locally, per the billing address(es) you provide, in the applicable currency. Invoices are due and payable within 30 days from the invoice date. We reserve the right to charge interest at the rate of 1.5% per month against overdue amounts or the maximum rate permitted by law, whichever is less. Late payment fees are recalculated every 30 days based on your current outstanding balance, which may include any previously accrued and unpaid late payment fees. Customer will pay all reasonable legal fees (including reasonable attorney’s fees) and costs associated with collection of overdue amounts.

- B. The charges stated in any SOW and/or Order Form or invoice will include all duties, levies or any similar charges and will exclude VAT or equivalent sales or use tax. You are responsible, on behalf of yourself and your Affiliates, for the payment of all taxes and fees assessed or imposed on the Cloud Solution in any geography in which you or an End User receives the benefit of the Cloud Solution, including any sales, use, excise, value-added or comparable taxes, but excluding taxes for which you have provided a valid resale or exemption certificate. Should any payments become subject to withholding tax, you or your Affiliates will deduct these taxes from the amount owed and pay the taxes to the appropriate tax authority in accordance with applicable tax laws. You will promptly provide NTT DATA with receipts or documents evidencing these tax payments. We are not liable for any withholding tax, penalty or interest due as a result of your failure to withhold any applicable tax.
 - C. The charges stated in each Solution Description or a SOW and/or Order Form are subject annually to a cost of living adjustment (“COLA”), effective on the anniversary date of the effective date of such Solution Description or a SOW and/or Order Form. For the United States, the COLA adjustment shall be determined by the Consumer Price Index for all Urban Consumers (CPI-U) with the base years of 1982-1984=100, as published by the United States Bureau of Labor Statistics (<http://www.bls.gov/cpi/#tables>). The rate will be based on the selected local area of Dallas as measured annually from December of the previous year to December of the current year. For countries other than the United States, the parties will mutually agree as to the index to be used. NTT DATA shall apply the percentage changes to the COLA index specified above, beginning with the anniversary of the effective date of the Solution Description or a SOW and/or Order Form, and shall adjust the pricing and invoicing accordingly.
3. **Activation.** With respect to certain Cloud Solutions, after NTT DATA’s receipt and acceptance of an order (whether placed directly with NTT DATA or through a reseller), you will receive Activation Instructions. The date Activation Instructions are transmitted or, in the event Activation Instructions are not required, the effective date of the applicable Solution Description or the date an online order is executed is the “**Activation Date.**” You are required to provide, maintain and monitor one dedicated email address for the receipt of notices and other communications related to the Cloud Solution.
 4. **Term; Renewals.** The “**Term**” for any Cloud Solution begins on the Activation Date and extends for the period indicated in the Solution Description or a SOW and/or Order Form (or, if you purchased through a reseller, the applicable period in your order with the reseller). If you purchased directly from NTT DATA, unless you decline auto-renewal in writing at least thirty (30) days prior to the expiration of the Term or unless auto-renewal is explicitly disclaimed in a Solution Description or a SOW and/or Order Form, NTT DATA may automatically renew this Agreement and the related Cloud Solution(s) for a successive Term at NTT DATA’s then-current list price. By continuing to use the Cloud Solution(s) beyond the expiration of the applicable Term, NTT DATA may renew this Agreement and the related Cloud Solution(s) in NTT DATA’s discretion for a successive Term at NTT DATA’s then-current list price. If you purchased through a reseller, the terms and conditions of renewal for the purchase will be as agreed between you and the reseller.
5. **Termination.**
 - A. Either party may terminate this Agreement if the other party commits a material breach and the breach is not cured within ninety (90) days of receipt of written notice describing the nature of the breach.
 - B. NTT DATA may terminate this Agreement for any reason upon ninety (90) days’ notice.
 - C. Notwithstanding the foregoing, NTT DATA may terminate this Agreement or the affected Cloud Solutions upon written notice to you, and without further liability if (i) you are delinquent on your payment obligations for 30 days or more; (ii) you violate the AUP or the Cloud Partner’s AUP; (iii) a change in NTT DATA’s relationship with a third-party Software or technology provider or Cloud Partner has had a material adverse effect on NTT DATA’s ability to provide the Cloud Solution; (iv) you declare bankruptcy, are adjudicated bankrupt or a receiver or trustee is appointed for you or substantially all of your assets; (v) you are or you are controlled by a direct competitor of NTT DATA, or (vi) you purchased through a reseller and as applicable: the agreement between you and such reseller expires or is terminated, the agreement between NTT DATA and such reseller expires or is terminated or your reseller is delinquent on its payment obligations to NTT DATA. If NTT DATA terminate the Agreement for any of the reasons (i), (ii), (iv), or you purchased through a reseller and the agreement between you and such reseller is terminated, or

because you materially breached the Agreement and failed to timely cure the breach, then on the date of termination, you shall pay NTT DATA the total amounts remaining unpaid for the Cloud Solutions ordered under any applicable SOW and/or Order Form(s) plus related taxes and expenses. The payments described in this section are Customer payment obligations under this Agreement and thus are not subject to the limitations of Section 17.1 herein.

- D. If you terminate this Agreement or any Cloud Solution hereunder for any reason other than such an uncured breach you shall not be entitled to any refund and you shall pay NTT DATA, on the date of termination, the total amounts due under any applicable SOW and/or Order Form(s).
 - E. If you purchased multiple Cloud Solutions, termination of an individual Cloud Solution will not terminate this Agreement unless the circumstances giving rise to termination generally affect all purchased Cloud Solutions.
 - F. Upon expiration of the Term for all Cloud Solutions purchased pursuant to this Agreement, either party may terminate this Agreement by providing 30 days' written notice. Upon termination of this Agreement, all rights and obligations under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.
6. **Assignment.** You may not assign this Agreement or any respective rights or obligations to a third-party without NTT DATA's prior written consent. We may assign, sell or otherwise transfer NTT DATA's rights under this Agreement upon NTT DATA's sale of a business, product line or substantially all of NTT DATA's assets, provided the transferee agrees to perform the obligations under this Agreement. We may subcontract or delegate in whole or in part this Agreement, provided that NTT DATA remain responsible for the performance of the Cloud Solution. For purposes of this Agreement, any change of Control will be deemed an assignment.
7. **Proprietary Rights.** Except for information created or otherwise owned by you or licensed by you from third-parties, including all information provided by you to NTT DATA through the Cloud Solution or for use in connection with the Cloud Solution, all right, title, and interest in the Intellectual Property embodied in the Cloud Solution, including the know-how and methods by which the Cloud Solution is provided and the processes that make up the Cloud Solution, will belong solely and exclusively to NTT DATA or NTT DATA's licensors or NTT DATA's Cloud Partners, and you will have no rights in any of the above, except as expressly granted in this Agreement. The Cloud Solutions and the Software used to provide the Cloud Solution embody valuable Trade Secrets and proprietary rights of NTT DATA and/or NTT DATA's licensors or Cloud Partners and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Any Intellectual Property developed by NTT DATA during the performance of the Cloud Solution will belong solely and exclusively to NTT DATA and/or NTT DATA's licensors or Cloud Partners.
8. **Cloud Partners.** Should you purchase a Cloud Solution from NTT DATA that is performed by a member of NTT DATA's cloud partner program (a "**Cloud Partner**") your Cloud Solution (a "**Partner Solution**") may be governed by additional terms and conditions that will be presented on your SOW and/or Order Form or during the online order process ("**Cloud Partner Terms**").
9. **Customer Solutions.** If you provide End Users any non-NTT DATA hardware, software or services (including management services) with, through or using the Cloud Solution (a "**Customer Solution**"), you must provide your End Users with this Agreement and your End Users must agree that their use of the Customer Solution is subject to the terms and conditions of this Agreement. You are responsible for any Customer Solution, including (i) controlling the access to, and use and security of, the Customer Solution and the data residing in or processed via the Customer Solution, including the use of appropriate encryption; (ii) maintaining the security of the passwords and other measures used to protect access to any end-user account; (iii) properly configuring the Solution to work with the Customer Solution and taking your own steps to maintain appropriate back-up of the Customer Solution, including the use of appropriate archiving; and (iv) properly handling and processing notices claiming that the Customer Solution violates a person's rights. Customer agrees to indemnify and hold NTT DATA harmless from and against any claims by End Users using the Customer Solution against NTT DATA relating to the Customer Solution.

10. Deactivation, Deletion and Modification

- A. We may deactivate all or part of the Cloud Solution or your access to or use of data stored in the cloud (i) if you (or the reseller, from which you purchased) are delinquent on payment obligations for 15 days or more; (ii) upon receipt of a subpoena or law-enforcement request; or (iii) when NTT DATA have a commercially reasonable belief that you have breached this Agreement or that your use of the Cloud Solution poses an imminent security risk or may subject NTT DATA to liability. We will use commercially reasonable efforts to give you at least 12 hours' notice of a deactivation unless NTT DATA (or the Cloud Partner) determine in NTT DATA's commercially reasonable judgment that a deactivation on shorter or contemporaneous notice is necessary to protect us, the Cloud Partner or NTT DATA's customers.
 - B. For Customers purchasing a NTT DATA-delivered Cloud Solution, NTT DATA may delete your Customer Content (a) 60 days following any termination by NTT DATA pursuant to Section 5 of this Agreement, or (b) if you (or the reseller, from which you purchased) fail to renew an applicable Solution Description within 60 days of expiration. For Customers purchasing a Partner Solution, the retention and deletion of Customer Content will be governed by the applicable Cloud Partner Terms.
 - C. If NTT DATA are providing the Cloud Solution in connection with a trial program such as a demo, evaluation, pilot or proof of concept (a "Trial"), immediately following the conclusion of the Trial NTT DATA may delete Customer Content stored in the cloud without any obligation to return Customer Content to you. If, however, immediately following the conclusion of the Trial you renew the Cloud Solution for the standard term, NTT DATA will keep Customer Content in the cloud in accordance with this Agreement.
 - D. We or the Cloud Partner may modify the functionality or features of the Cloud Solution at any time, provided that the modification does not materially denigrate the functionality of the Cloud Solution (as described in the applicable Solution Description) during the Term. We or the Cloud Partner will not be liable to you or any third-party for any such modification. From time to time, NTT DATA or the Cloud Partner may change the location where the Cloud Solution is provided; provided, however, NTT DATA or the Cloud Partner will remain responsible for the delivery of the Cloud Solution.
 - E. It may be necessary for NTT DATA or the Cloud Partner to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Software, which may temporarily degrade the quality of the Cloud Solution or result in a partial or complete outage of the Cloud Solution. Although NTT DATA cannot guarantee that you will receive advance notice of repairs or maintenance, NTT DATA will endeavor to provide at least 7 days' notice of scheduled updates and patches or such notice as is set forth in the applicable Cloud Partner Terms.
11. **License.** To the extent Software is provided as a part of the Cloud Solution, such Software is provided subject to the license agreement that accompanies the Software or, if no license terms accompany the Software or are not otherwise made available to you by NTT DATA, the End User License Agreement – A Version, located at: us.nttdata.com/en/contracts/ntt-data-services-end-user-agreement. Customer shall be liable for any breach of this Agreement by any End User.
12. **Privacy.** For information about NTT DATA's privacy practices, please note that a country-specific NTT DATA privacy policy for the location where you purchased the Cloud Solution will apply to the sale of such Cloud Solution to you. For instance, please read NTT DATA's US-specific privacy policy at: us.nttdata.com/en/privacy-policy. These policies explain how NTT DATA treat your personal information and protect your privacy. If your Solution Description specifies the region in which your data will be stored, NTT DATA will not move the data from the specified region without notifying you other than as required by law or pursuant to lawful requests from government entities. If you purchase a Partner Solution, the privacy policy set forth in the applicable Cloud Partner terms will apply.

13. Customer Obligations.

- A. You are responsible for keeping your account permissions, billing and other account information current. If you purchased directly from NTT DATA, you must pay when due the amounts for the Cloud Solution stated in the applicable Solution Description or other agreement between you and NTT DATA. If you purchased from a reseller, you must pay when due the amounts for each Cloud Solution stated in the applicable agreement between you and the reseller. Certain Cloud Solutions may contain features designed to interoperate with Third-Party Products or Cloud Partner services. If the Third-Party Product or Cloud Partner services are no longer made available by the applicable provider, NTT DATA may stop providing the related Cloud Solution feature and you will not be entitled to any refund, credit or other compensation. In NTT DATA's performance of the Cloud Solution, NTT DATA may obtain information related to your use of the Cloud Solution.
- B. You agree that NTT DATA may use such information in an aggregated, anonymized form to assist in improving and optimizing various aspects of the Cloud Solution or in support of generic marketing activities related to the Cloud Solution.
- C. You represent and warrant that you have obtained all rights, permissions and consents necessary to use and transfer any Customer data or End User data within and outside of the country in which you are located in connection with NTT DATA's (or NTT DATA's Cloud Partners') performance of the Service or your use of the Software (including providing adequate disclosures and obtaining legally sufficient consents from your employees, agents, contractors and End Users). You are responsible for the data and software you use or store in the cloud, including its maintenance, operation and compatibility in and with the cloud, and any third-party claims regarding the same. You understand and agree that neither NTT DATA nor the Cloud Partners have control over the content of the data processed and that NTT DATA (or the Cloud Partner, as applicable) performs the Cloud Solutions on your behalf. If you or an End User transmits data to a third-party website or other provider that is linked to or made accessible by the Cloud Solution, you and the End User consent to NTT DATA's or the Cloud Partners, as applicable, enabling such transmission, but such transmission and any related interaction is solely between you and the third-party website or provider and may be subject to additional terms and conditions provided by the third-party website or provider. Neither NTT DATA nor the Cloud Partners will be responsible for any disclosures, modifications or deletions of your data resulting from any such transmission. Neither NTT DATA nor the Cloud Partners make any warranties about, or will have any liability for, such third-party websites or providers.
- D. You must use reasonable security precautions in connection with your use of the Cloud Solution and comply with the AUP and laws and regulations applicable to your use of the Cloud Solution. You must cooperate with NTT DATA's reasonable investigation of Service outages, security issues and any suspected breach of this Agreement. In NTT DATA's sole discretion, NTT DATA may revise the AUP to add or modify restrictions on use of the Cloud Solutions, provided that the changes are commercially reasonable, consistent with industry norms and apply to all customers.
- E. You will be deemed to have taken any action that you permit, enable or facilitate any person or entity to take related to this Agreement or any use of any Cloud Solution. You are responsible for the use of the Cloud Solutions by any End User and any person who gains access to your or any End User's data or the Cloud Solution as a result of your failure to use reasonable security precautions, even if the use was not authorized by you. You will ensure that End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement and are legally enforceable. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to the Cloud Solution.
- F. You are responsible for selecting, obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Cloud Solution and for ensuring that the equipment is compatible with the Cloud Solution. You are responsible for properly configuring and using the Cloud Solution and taking your own steps to maintain appropriate security, protection and back-up of your data and software, including the use of appropriate encryption, back-up and archiving. You acknowledge that the Cloud Solutions are not intended to replace and do not replace the need for you to maintain regular data back-ups or redundant data archives. You are responsible for maintaining back-up copies of your data that may be stored or processed by NTT DATA in the course of NTT DATA's

provision of Cloud Solutions. You understand and agree that NTT DATA are not responsible for any loss or corruption of your data or software. You remain responsible for properly handling and processing notices claiming that your data or software violates a person's rights.

- G. In connection with certain Cloud Solutions, NTT DATA may provide you with hardware, software, equipment or other property ("**Equipment**"). The Equipment is NTT DATA's sole property and NTT DATA may immediately take possession of the Equipment following the termination or expiration of this Agreement. You will (a) keep the Equipment free and clear of any lien and not pledge as security or otherwise encumber the Equipment; (b) use the Equipment only to access the Cloud Solution and comply with NTT DATA's reasonable Equipment use instructions; (c) not remove, relocate or move the Equipment from the specific location where it was first installed without NTT DATA's prior written approval; (d) provide adequate, secure and proper space at your facility to install Equipment, it being agreed that NTT DATA are not obligated to install Equipment in poorly ventilated, air conditioned or inadequately maintained room(s); (e) be responsible for risk of loss and damage to the Equipment equal to the present value of the Equipment's fair market value; (f) not remove, cover or alter plates, labels or other markings on the Equipment; and (g) provide a secure link such as a static IP address for the Equipment.

14. **Customer License Grant to NTT DATA**

- A. Customer grants to NTT DATA (and the Cloud Partners, if applicable) the necessary rights to operate any Customer-provided software, including a non-exclusive, royalty-free license (which shall terminate upon termination of the applicable Cloud Solution) to install, deploy, use, execute, reproduce, display, perform and run such software (including, without limitation, guest operating systems and application programs), as are reasonable or necessary for NTT DATA or the Cloud Partner, if applicable, to perform or provide the Cloud Solution. As between you and NTT DATA or you and the Cloud Partner, you are responsible for providing, updating, uploading and maintaining any Customer-provided software and paying all fees associated therewith, including any software license and maintenance fees. If, in order to provide the Cloud Solution, NTT DATA or NTT DATA's Cloud Partner, as applicable, are required to install, patch, manage or otherwise use or access software that you license from a third-party software vendor, then you represent and warrant that you have obtained a written license agreement with the vendor that permits NTT DATA to perform these activities.
 - B. Customer grants to NTT DATA or NTT DATA's Cloud Partner, as applicable, a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer and End User data as is reasonable or necessary for NTT DATA or NTT DATA's Cloud Partner to perform or provide the Cloud Solution. It is Customer's responsibility to obtain, at its own expense, all licenses, consents and approvals required to grant to NTT DATA (or NTT DATA's Cloud Partner) the rights and licenses in this Agreement.
15. **High-Risk Disclaimer.** The Cloud Solutions may not be used in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines or any other application in which the failure of the Cloud Solutions could lead directly to death, personal injury or environmental or property damage (collectively, "**High-Risk Activities**").

16. **Limited Warranty**

- A. THE SOLUTION, TOGETHER WITH ALL THIRD-PARTY PRODUCTS AND OPEN SOURCE SOFTWARE PROVIDED BY NTT DATA, IS PROVIDED "AS IS." NTT DATA (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS LICENSORS, CLOUD PARTNERS AND SUPPLIERS (COLLECTIVELY AND TOGETHER WITH NTT DATA, THE "**NTT DATA PARTIES**"), MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOLUTION OR ANY OF THE SOFTWARE OR SERVICES INCLUDED THEREIN, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR NON-INFRINGEMENT; (2) RELATING TO THE PERFORMANCE OF SOFTWARE (INCLUDING WHETHER THE SOFTWARE IS OR WILL BE SECURE, ACCURATE, COMPLETE, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS OR PROGRAM LIMITATIONS, OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED) OR NTT DATA'S PERFORMANCE OF THE SERVICES (INCLUDING WHETHER THE SERVICES ARE OR

WILL BE UNINTERRUPTED, TIMELY OR WITHOUT ERROR) OR THE SECURITY OF THE SOLUTION OR WHETHER THE SOLUTION IS SUITABLE FOR HIGH-RISK ACTIVITIES; (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOLUTION (INCLUDING THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS OR EFFECTIVENESS OF ANY REPORTS, DATA, RESULTS OR OTHER INFORMATION OBTAINED OR GENERATED BY YOU RELATED TO YOUR USE OF THE SOFTWARE) OR THE RESULTS OF ANY RECOMMENDATION BY NTT DATA; OR (4) ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER OR ORIGINAL MANUFACTURER, WHETHER OR NOT SUCH THIRD-PARTY PRODUCT IS DESIGNATED BY NTT DATA AS "CERTIFIED," "APPROVED" OR OTHERWISE. IN THE EVENT WE ARE PROVIDING THE SOLUTION IN CONNECTION WITH A TRIAL, THE SOLUTION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES.

- B. WITH RESPECT TO YOUR OR END USER'S USE OF THE SOFTWARE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH PROBLEMS OR VIRUSES ARE THE DIRECT RESULT OF NTT DATA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- C. YOU AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOLUTIONS, INCLUDING TELEPHONE, COMPUTER NETWORKS AND THE INTERNET, OR FOR TRANSMITTING INFORMATION CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOLUTIONS. WE WILL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF YOUR OR END USER'S ACCESS TO OR USE OF THE SOLUTIONS OR THE IMPACT SUCH INTERFERENCE OR PREVENTION MAY HAVE ON NTT DATA'S ABILITY TO PERFORM THE SOLUTIONS.

17. Limitation of Liability

- A. Limitation on Types of Recoverable Damages. IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR THE FOLLOWING TYPES OF LOSS OR DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES IN ADVANCE:
 - 1. INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES;
 - 2. EXEMPLARY OR PUNITIVE DAMAGES; OR
 - 3. WHETHER DIRECT OR INDIRECT, LOSS OF REVENUE, INCOME, PROFIT, SAVINGS OR SHARE VALUE, LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH, OR LOSS OF GOODWILL OR REPUTATION.

This Section 17.A. shall not apply to Customer's payment obligations under this Agreement.

- B. Limitation on Amount of Damages. The liability of each party and its Affiliates to the other party and its Affiliates for any and all causes of action, whether in contract in tort (including breach of warranty, negligence and strict liability in tort) arising out of or in connection with this Agreement, shall not exceed, in the aggregate, the amount of the charges actually paid to NTT DATA and its Affiliates in the twelve (12) month period immediately preceding the date that the last claim giving rise to such liability arose.
- C. Exclusions. The limitations set forth in Section 17.B. will not apply with respect to (i) amounts payable by a party pursuant to Section 19, (ii) damages attributed to fraud or willful misconduct of a party, (iii) damages attributed to bodily injury, including death, caused by the negligence or willful misconduct of a party.
- D. Independent Limitations. The limitations set forth in Sections 17.A. and 17.B. are independent and in the event that either shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of such provisions, and the application of such provision to persons or circumstances other than those as to which it is

determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

18. **Confidentiality.** Confidential Information may not be disclosed except to Affiliates, employees, agents and subcontractors who “need-to-know” it and who have agreed in writing to treat the Confidential Information under terms at least as restrictive as those in this Agreement. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party’s Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient will provide reasonable advance notice to other party before making the disclosure.

19. **Indemnification**

A. We will defend and indemnify you from and against any claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys’ fees) arising out of or relating to any third-party claim or action that the Cloud Solution (excluding Third-Party Products and open source software) infringes or misappropriates that third-party’s Intellectual Property rights enforceable in the country in which the Cloud Solution is sold to you. In addition, if NTT DATA receive prompt notice of a claim that, in NTT DATA’s reasonable opinion, is likely to result in an adverse ruling, then NTT DATA will, at NTT DATA’s option, (i) obtain a right for you to continue using the Software or that allow NTT DATA to continue performing the Cloud Solutions; (ii) modify the Software or Cloud Solutions to make them non-infringing; or (iii) replace the Software or Cloud Solutions with a non-infringing equivalent. Notwithstanding the foregoing, NTT DATA will have no obligation under this Section 19 for any claim resulting or arising from (1) modifications of the Software or Cloud Solutions that were not performed by or on behalf of us; (2) the combination, operation or use of the Software or Cloud Solutions in connection with a Third-Party Product (the combination of which causes the claimed infringement); or (3) NTT DATA’s compliance with your written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by you. This Section 19 states Customer’s exclusive remedies for any third-party Intellectual Property claim or action, and nothing in this Agreement or elsewhere will obligate NTT DATA to provide any greater indemnity to Customer. This paragraph of Section 19 will not apply in the case of a Trial.

B. You will defend and indemnify the NTT DATA Parties from and against any claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys’ fees) arising out of or relating to any third-party claim or action relating to (a) your failure to obtain or maintain any appropriate license, Intellectual Property rights or other permissions, regulatory certifications or approvals associated with technology or data provided by you, or associated with Software, Third-Party Products or other components directed or requested by you to be installed or integrated as part of the Cloud Solution; (b) your breach of this Agreement or violation of any applicable law, regulation or order; (c) any inaccurate representation regarding the existence of an export license or any allegation made against the NTT DATA Parties due to your violation or alleged violation of applicable Control Laws; (d) you providing any Excluded Data to NTT DATA; (e) tax liabilities that are your responsibility pursuant to Section 2; (f) your use of the Cloud Solution; (g) the failure of any End Users to comply with your obligations under this Agreement; and (h) your provision of your own services, software, technology or solution.

C. Each party will defend and indemnify the other party against any third-party claim or action for personal bodily injury, including death, to the extent directly caused by the indemnifying party’s gross negligence or willful misconduct in the course of performing its obligations under this Agreement.

20. **Indemnification Procedure.** The indemnified party will (i) promptly notify the indemnifying party in writing of any claim; (ii) grant the indemnifying party sole control of the defense and resolution of the claim; and (iii) cooperate with the indemnifying party, at the indemnifying party’s expense, in defending and resolving the claim. Failure to provide prompt notice, however, will not affect the indemnifying party’s obligations to the extent the failure does not materially prejudice the indemnifying party’s ability to defend the claim. In no event will an indemnifying party consent to the entry of any judgment or enter into any settlement with respect to any third-party claim without the prior written consent of the indemnified party (not to be unreasonably withheld) unless the judgment or settlement involves only the payment of

money damages, without admission of fault, and expressly and unconditionally releases the indemnified party from all liabilities and obligations with respect to the claim.

21. **Additional Information**

A. **Independent Contractor Relationship; No Third-Party Beneficiaries.** The parties are independent contractors. No provision of this Agreement creates an association, trust, partnership or joint venture or imposes fiduciary duties, obligations or liability between you and us. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement. This Agreement does not and is not intended to confer any rights or remedies, express or implied, upon any person other than the parties hereto.

B. **Excused Performance – Force Majeure.** A party shall not be liable to the other for any delay in performing its obligations if the delay is caused by circumstances beyond its reasonable control, provided that the other party is promptly notified in writing. If the circumstance lasts longer than 30 days, then the other party may terminate, in whole or in part, this Agreement or the affected Service Agreement or Software Agreement by giving written notice to the delayed party. This Section shall not relieve either party of its obligations under this Agreement (including payment), but rather will only excuse a delay in performance. In the case of a delay arising under this Section, Customer acknowledges and agrees that its data may not be recoverable and accepts responsibility for re-entry of such data. In addition, NTT DATA shall not be responsible for any delay or failure to provide Cloud Solutions to the extent caused by: (1) failures by you to perform your responsibilities under this Agreement or any Solution Description or a SOW and/or Order Form; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to your network, systems, software, data or other equipment; or (4) modifications to your network, systems, or other equipment made by a party other than NTT DATA or its representatives. If either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, NTT DATA may, following discussion with you regarding the impact of such incident, continue to provide the Cloud Solutions and shall use commercially reasonable efforts to perform the Service under this Agreement and the applicable Solution Description or a SOW and/or Order Form. You shall reimburse NTT DATA for its reasonable additional costs of providing the Cloud Solutions and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

C. **Export Compliance; Excluded Data.** You will comply with all applicable import, re-import, export and re-export control laws, orders and regulations (“**Control Laws**”), including the Export Administration Regulations, the International Traffic in Arms Regulations (“**ITAR**”) and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance relating to the manner in which you choose to use the Cloud Solution, including the location from which you or your End Users access the Cloud Solution, your transfer and processing of data or software, the provision of data or software to End Users and any Control Laws of the country in which the Cloud Solutions or Software are rendered or received. Customer acknowledges that data processed in the Cloud Solution may contain personally identifiable information and associated metadata, and further agrees as data controller to comply with applicable privacy laws and/or regulations related to the provision of data. Customer Content, software or any Customer Solution that you provide in connection with the Cloud Solution will not (i) be classified or listed on the U.S. Munitions list; (ii) contain defense articles or defense services; (iii) contain ITAR-related data; or (iv) unless otherwise mutually agreed in writing, include protected health information subject to specific federal or state privacy or data security requirements (items (i) – (iv) collectively, the “**Excluded Data**”).

D. **Regulatory Requirements.** We are not responsible for determining whether any Third-Party Product used in the performance of the Cloud Solution satisfies the local regulatory requirements of the country in which the Third-Party Product is delivered, and NTT DATA are not obligated to provide any Software or perform any Cloud Solutions where NTT DATA become aware that the resulting Software or Cloud Solutions do not satisfy local regulatory requirements.

E. **Revision to Online Terms.** Any revisions to this Agreement (other than to the AUP) (“**Revisions**”) are not effective until the underlying Solution Description or a SOW and/or Order Form is renewed or extended following the date NTT DATA publishes the Revisions on NTT DATA’s website.

F. **Order of Precedence.** If there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) Regional Addendum (if any), (ii) the Solution Description or a SOW and/or Order Form, (iii) these terms and conditions, the (iv) AUP; provided, however, that for Partner Solutions, as between Customer and the Cloud Partner, the Partner Terms will prevail over any of the terms of any of the documents that comprise this Agreement. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

G. **Change Control Procedures.** The parties shall comply with the Change Control Procedures in making any Changes. The parties will meet from time to time or on request by either party to (i) review requests for Changes, and (ii) execute Change Orders documenting the approval of mutually acceptable requests. No party will have any obligation to implement Changes requested through any other means. If the parties disagree whether a request for a Change should be approved, then the parties shall first attempt in good faith to promptly resolve the disagreement through informal dispute resolution discussions prior to making a submission under Section 21.K.

H. **U.S. Government Restricted Rights.** The Software and documentation provided with the Software and Cloud Solutions are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the Software and documentation with only those rights set forth herein.

I. **Governing Law.** This Agreement and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND THE NTT DATA PARTIES arising from or relating to this Agreement, its interpretation or the breach, termination or validity thereof, any relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third-parties who are not signatories to this Agreement), NTT DATA's advertising, or any related service (a "Dispute") shall be governed by the laws of the State of Texas, without regard to conflicts of law.

J. **Jurisdiction and Venue.** The parties agree that any Dispute will be brought exclusively in the state or federal courts located in Dallas or Collin County, Texas. The parties further agree to submit to the personal jurisdiction of the state and federal courts located in Dallas or Collin County, Texas, and agree to waive any objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute. NEITHER CUSTOMER NOR NTT DATA WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. NEITHER PARTY will be liable for OR ASSERT any claim more than ONE years after THE claim first arose.

K. **Non-Solicitation.** To the extent the following restriction is not prohibited by applicable law, and unless otherwise agreed to by the parties in writing, during the term of each SOW and for a period of one (1) year after termination or expiration of the SOW, neither party shall directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor an employee or a former employee of the other party who is or was involved with the SOW. To the extent not prohibited by applicable Law, in the event of any violation of the foregoing provision, the defaulting party shall immediately be liable to pay to the other party by way of liquidated damages an amount equal to fifty per cent (50%) of the applicable employee's annual salary or \$50,000.00, whichever is greater.

L. **Waiver.** The failure by NTT DATA to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit NTT DATA's right to enforce such provision at a later time. All waivers must be in writing to be effective.

M. **Attorneys' Fees.** In any Dispute (other than as provided in Section 3B), each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees under § 38.001 of the Texas Civil Practices and Remedies Code.

N. **Notices.** All notices, requests, demands and determinations under this Agreement and any SOW (other than routine operational communications), shall be in writing and shall be deemed duly given (a) when delivered by hand, (b) two (2) days after being given to an express courier with a reliable system for tracking deliver, (c) when sent by confirmed electronic mail with a copy sent by another means specified in this Section, (d) any other manner of delivery to which the parties have agreed, or (e) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows: NTT DATA Services, LLC, 7950 Legacy Drive, Suite 900, Plano, Texas 75024, Attn: Legal Department.

O. **Entire Agreement; Severability.** This Agreement is the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous communications or agreements that may exist. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Agreement. If you purchased directly from NTT DATA, any preprinted terms on your purchase order shall be of no force or effect. Modifications to this Agreement will be made only through a written amendment signed by both parties. If any provision of this Agreement is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

NTT DATA Cloud Solutions Agreement
Revision Date: October 13, 2020

Schedule A: Regional Addendum

Additional Terms for Customer and/or End Users in EMEA:

For Customers and/or End Users who receive or are given access to the Cloud Solution or Customer Solution in any of the countries in Europe, the Middle East, or Africa, the provisions of this EMEA Addendum shall apply. Customer shall be responsible for ensuring compliance by End Users with the terms of this Agreement including this EMEA Addendum.

1. Data Privacy.

- A. In this clause 1, the terms “**data controller**”, “**data processor**”, “**personal data**” and “**processing**” shall be as defined in the General Data Protection Regulation (“**GDPR**”) (EU) 2016/679 on the protection of individuals with regard to the processing of personally identifiable data or personal data and on the free movement of such data (“**Directive**”) as amended or superseded from time to time.
- B. To the extent Customer is a data controller for the purpose of any personal data processed under or in connection with this Agreement, Customer shall comply with the provisions and obligations imposed by the Directive.
- C. As data controller, Customer confirms that it has obtained all necessary authorizations for lawful processing, prior to passing personal data to NTT DATA. To the extent NTT DATA processes personal data as a data processor for Customer under or in connection with this Agreement, NTT DATA shall have appropriate protection in place to safeguard such personal data.
- D. NTT DATA shall use its reasonable efforts to assist Customer to comply with its obligations, as data controller, to respond to requests for access to Customer records made by individuals to whom the personal data relates, subject to the payment by Customer of NTT DATA’s reasonable professional charges for the time engaged by NTT DATA staff in so doing.
- E. Customer authorizes NTT DATA to collect, use, store and transfer the personal data Customer provides to NTT DATA for the purpose of performing NTT DATA’s obligations under this Agreement and for any additional purposes described, pursuant to this Agreement.
- F. NTT DATA may, in the normal course of business, make worldwide transfers of personal data on its corporate systems, to other entities, agents or subcontractors in the same group of companies, or to other relevant business partners who may have incidental access to personal data. When making such transfers, NTT DATA shall have appropriate protection in place to safeguard personal data transferred under or in connection with this Agreement.
- G. NTT DATA shall not be liable for any claim brought by Customer or a data subject arising from any action or omission by NTT DATA to the extent that such action or omission resulted from compliance by NTT DATA with Customer’s instructions.

2. Employees.

- A. In this clause 2, “**Claim**” means claims, demands, actions, losses (including, without limitation, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), expenses, liabilities, judgments, settlements, damages and costs (including all interest, penalties and legal and other professional costs and expenses).
- B. NTT DATA personnel shall remain under the sole control, direction and authority of NTT DATA. NTT DATA will solely be responsible for the human resources it assigns for the provision of the Cloud Solution. NTT DATA personnel will remain NTT DATA’s employees for all purposes and under NTT DATA’s administrative and hierarchical control. Customer shall ensure that Customer, its agents, employees or representatives do not in any way interfere in NTT DATA’s actions as an employer nor influence this in any way.
- C. Customer shall indemnify on demand NTT DATA from and against all Claims incurred by NTT DATA, NTT DATA Affiliates, its officers, agents and sub-contractors arising out of or in connection with Customer’s or its employees, contractors or agents failure to comply with regulations governing trade union or employee representatives, including but not limited to employee representatives consultation, the termination of the employment rights (by way of redundancy or otherwise) or deemed transfer of any employment rights pursuant to applicable laws and regulations of any Customer employees or Customer’s previous supplier providing services similar to the Cloud Solutions resulting from the entering into or termination of any Cloud Solutions or arising out of or in connection with this Agreement.
- D. If a member of NTT DATA personnel (whether employed or engaged by NTT DATA or its contractors or agents) brings a Claim against NTT DATA or its subcontractors or suppliers as a result of any act, omission or default of Customer or it

employees, contractors or agents (including any Claim arising from a request by Customer that the individual be removed from providing any part of the Cloud Solutions), Customer shall cooperate with NTT DATA in defending any such proceedings and shall indemnify on demand NTT DATA, its subcontractors and suppliers from and against all Claims incurred by NTT DATA, NTT DATA Affiliates, its officers, agents and sub-contractors arising out of or in connection with any award of compensation or other payment made by a court or tribunal or any monies paid in respect of any settlement or compromise agreement and all legal costs and any disbursements incurred by NTT DATA in dealing with any such Claim.

Additional Terms for Customer and/or End Users in Canada: This Canadian Addendum to the Agreement applies to Customer, where Customer is U.S.-based but has End Users who receive or are given access to a Cloud Solution or Customer Solution in Canada. For greater certainty this Canadian Addendum is not intended to facilitate the sale of Cloud Solutions from NTT DATA directly to a Canadian company.

Data Privacy.

- A. You acknowledge that the Cloud Solution is provided from facilities located outside of Canada and any data, or information you provide through the Cloud Solution (including personal information) will be transmitted and stored outside of Canada.
- B. You will be responsible to ensure that you have obtained all rights, permissions, and consents or have provided disclosures necessary to use and transfer such data and information outside of Canada in conjunction with NTT DATA's performance of the Cloud Solution.
- C. You will also be responsible to ensure that you are permitted to disclose or transfer data and information outside of Canada under any laws that may be applicable to your business, including the data and information collected and used by or in the course of conducting your business.

Additional Terms for Customer and/or End Users in LatAm: For Customers and/or End Users who receive or are given access to the Cloud Solution or Customer Solution in any of the countries in Central and South America ("**LatAm**"), the provisions of this LatAm Addendum shall apply. Customer shall be responsible for ensuring compliance by End Users with the terms of this Agreement including this LatAm Addendum.

Data Privacy.

- A. You expressly authorize NTT DATA to use, reproduce, modify, perform, display and distribute your and End User's data as is reasonable or necessary for NTT DATA to perform or provide the Cloud Solution.
- B. You acknowledge and expressly consent that the Cloud Solution is provided from facilities located outside of your country and LatAm and any data or information you provide through the Cloud Solution (including personal information protected by Data Privacy Laws) will be transmitted and stored outside of your country and LatAm. You agree that the stored information may be subject to the applicable laws and jurisdiction of the place of such facilities.
- C. You will be responsible to ensure that you have obtained all rights, permissions, and consents or have provided disclosures necessary to use and transfer such data and information outside of LatAm in conjunction with NTT DATA's performance of the Cloud Solution. Once such data or information has been transferred to NTT DATA you will have been deemed to have obtained the necessary consent and authorizations.
- D. You will also be responsible to ensure that you are permitted to disclose or transfer data and information outside of LatAm under any laws that may be applicable to your business, including the data and information collected and used by or in the course of conducting your business.
- E. You acknowledge and expressly consent that NTT DATA may, in the normal course of business, make worldwide transfers of personal data on its corporate systems, to other entities, agents or subcontractors in the same group of companies, or to other relevant business partners who may have incidental access to personal data. When making such transfers, NTT DATA shall ensure appropriate protection is in place to safeguard personal data transferred under or in connection with this Agreement.
- F. You will be solely responsible for all access of information requests made by individual and legal entities permitted by local legislation DATA shall use its reasonable efforts to assist Customer to comply with its obligations, subject to the payment by Customer of NTT DATA's reasonable professional charges for the time engaged by NTT DATA staff in so doing and any indemnification as applicable.

Schedule B: Acceptable Use Policy

This Acceptable Use Policy (the “**AUP**”) sets forth certain limitations and restrictions required in connection with your use and your End Users’ use of (i) the Cloud Solutions, and (ii) any online portal, console, dashboard or similar interface used in accessing the Cloud Solutions (the “**Portal**”). We may revise this AUP from time to time to add or modify restrictions on your use or your End Users’ use of the Cloud Solutions or the Portal. If you or your End Users violate this AUP, NTT DATA may deactivate or terminate your use or your End Users’ use of the Cloud Solutions.

Terms used in this AUP that are capitalized and not otherwise defined have the meanings set forth in the NTT DATA Cloud Solutions Agreement.

You are prohibited from (1) attempting to use or gain unauthorized access to NTT DATA’s or to any third-party’s networks or equipment; (2) permitting other individuals or entities to copy the Cloud Solutions; (3) providing unauthorized access to or use of Activation Instructions; (4) attempting to probe, scan or test the vulnerability of the Cloud Solutions or of a system, account or network of NTT DATA or any of NTT DATA’s customers or suppliers; (5) interfering or attempting to interfere with service to any user, host or network; (6) engaging in fraudulent, offensive or illegal activity of any nature; (7) uploading any content, or engaging in any activity, that is pornographic, obscene, harassing, abusive, slanderous or defamatory or that encourages, promotes or expresses racism, hatred, bigotry or violence; (8) engaging in any activity that infringes the intellectual property rights or privacy rights of any individual or third-party; (9) transmitting unsolicited bulk or commercial messages; (10) intentionally distributing worms, Trojan horses, viruses, corrupted files or any similar items; (11) restricting, inhibiting or otherwise interfering with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Cloud Solutions (except for tools with safety and security functions); or (12) restricting, inhibiting, interfering with or otherwise disrupting or causing a performance degradation to any NTT DATA (or NTT DATA supplier) facilities used to deliver the Cloud Solutions.

We may investigate suspected violations of this AUP. We may report suspected violations of this AUP to applicable law-enforcement authorities or third-parties and may cooperate with any investigation of illegal activities associated with your use or your End Users’ use of the Cloud Solutions, the Portal, the system or network, or any violation of this AUP.

Schedule C: Change Control Procedures

1. **General Provisions.** This Schedule constitutes the Change Control Procedures for the purposes of the Agreement. It sets forth the procedures the parties will follow to initiate, review and approve or reject Changes and other issues and circumstances specifically described in the Agreement as to be determined or addressed in accordance with the Change Control Procedures, each of which shall for purposes of this Schedule be considered a Change. All references in this Schedule to Sections and Attachments shall be to sections of and attachments to this Schedule unless another reference is provided. Terms capitalized herein but not defined herein shall have the meaning set forth in the Agreement or another Schedule thereto.
2. **Change Control Procedures**
 - 2.1. Change Coordinators. Each party shall appoint a “**Change Coordinator**” who will serve as its principal point of contact with respect to Changes. Upon not less than ten (10) days’ notice to the other party, a party may change its Change Coordinator or delegate some or all of his or her responsibilities with respect to particular Cloud Solutions or a particular SOW to another qualified representative of such party.
 - 2.2. Change Orders.
 - 2.2.1. Unless otherwise agreed by the parties, all requests or requirements for Changes by Customer or NTT DATA shall be communicated by the requesting party’s Change Coordinator or his designee to the other party’s Change Coordinator or his designee. The parties will follow the process described in this Section to initiate, review and approve or reject such a Change, and implement such a Change.
 - 2.2.2. NTT DATA will submit a draft change order substantially in the form set forth in Attachment 1 hereto incorporating the applicable Change(s) to Customer’s Change Coordinator or his designee for approval who will evaluate and, within sixty (60) days, approve or reject such change order. If Customer approves and executes the draft change order without changes, NTT DATA will promptly execute the change order. If, after sixty (60) days, Customer has not executed the draft change order, then the proposed document will be closed without action unless otherwise mutually agreed in writing by the parties. Unless NTT DATA specifies a shorter period, the estimates provided by NTT DATA in any draft change order are valid for sixty (60) days after the date of the applicable document. If Customer has not executed the draft change order within such sixty (60) day time period, NTT DATA reserves the right to revise the estimates. No draft change order will be effective unless executed by the parties. A change order executed by the parties shall be referred to as a "Change Order".
 - 2.3. SOWs. Any Change that involves a project for which additional Charges may apply shall only be made pursuant to a SOW executed by the parties. NTT DATA shall create any required SOW as soon as reasonably practicable after receiving notice from Customer as to the approval in principle of the applicable Change. Upon completion, NTT DATA will submit the completed SOW to the Customer Change Coordinator or their designee for approval who will evaluate the same and, within sixty (60) days, approve or reject such SOW. If, after sixty (60) days, Customer has not executed the proposed SOW, then the proposed document will be closed without action unless otherwise mutually agreed by the parties. Unless NTT DATA specifies a shorter period, the estimates provided by NTT DATA in the SOW are valid for sixty (60) days after the date of the applicable document. If Customer has not executed the SOW within such sixty (60) day (or shorter) time period, NTT DATA reserves the right to revise the estimates.
 - 2.4. Implementation of Change Orders. Upon execution of a Change Order by both parties, each party shall comply with its obligations set forth in the executed document. The parties will prioritize such newly approved Change Orders in conjunction with other outstanding Change Orders. The parties will discuss such prioritization in light of available resources and implementation schedules and shall reach a mutual decision regarding the priority of such Change Order

in the workload queue. After approval or rejection of a Change Order, the parties will take action to inform affected parties of the approved or rejected status of the Change Order. If a Change Order is rejected, Customer will promptly communicate to NTT DATA the reasons for the rejection.

2.5. Change Management. “Change Management” is NTT DATA’s standard process for the planning, testing, coordinating, implementing, and monitoring of technical changes affecting delivery of the Cloud Solutions and Customer’s operating environments without adversely impacting delivery of the Cloud Solutions, and is separate from the Change Control Procedures.

Attachment C-1: Change Order (CO)

This Change Order (“CO”) is made between NTT DATA Services, LLC (“NTT DATA”) and [] (“Customer”) pursuant to that certain Cloud Solutions Agreement with an effective date of __, 2020 entered into by and between NTT DATA and Customer (the “Agreement”). This CO relates only to the applicable SOW specified below, and is incorporated into and forms part of such SOW. This CO does not affect any other SOW.			
GENERAL INFORMATION			
CO Number:		Revision Number:	
Create Date:		CO Effective Date:	
CO Title:			
SOW affected by Change(s) (“Applicable SOW”):	Statement of Work [], effective [], entered into by the parties under the Agreement.		
Customer Authorized Representative:	Name:	Email:	Phone:
Change Initiator: <i>(prepared by)</i>	Name:	Email:	Phone:
DETAILS OF CHANGE			
Background:	<i>(Provide short description of the background as to why the Change is necessary)</i>		
Description of Desired Change:	The parties agree that, with effect from the CO Effective Date set forth above, the Applicable SOW shall be amended as follows: <i>(Detailed description of the Change, including the document sections, and attach an electronically updated version)</i>		
Effect of Change:	<i>(Include short description of impact if implemented and if NOT implemented)</i>		
SIGNATURE			
Signatures below signify acceptance of this Change Order.			
For: NTT DATA Services, LLC		For: Customer	
Signature		Signature:	TEMPLATE ONLY – DO NOT SIGN
Printed Name:		Printed Name	
Title:		Title:	
Date:		Date:	

Schedule D: HIPAA Obligations

1. Section References and Definitions. Any reference to a section in this Schedule shall mean a section of this Schedule, unless expressly set forth otherwise in such reference. The following definitions shall serve to define certain of the capitalized terms used within this Schedule. Other capitalized terms used in this Schedule are defined in the Agreement. Capitalized terms not otherwise defined below or in the Agreement shall have the meanings given to them in HIPAA and are incorporated herein by reference, including, but not limited to: Breach, Compliance Date, Data Aggregation, Electronic Protected Health Information, Individual, Protected Health Information, Required by Law, Secretary, Security Incident, and Unsecured Protected Health Information.

- 1.1. **“Breach Notification Provisions”** means the “Notification in the Case of Breach of Unsecured Protected Health Information” provisions under HIPAA as contained in 45 C.F.R. Part 164, subpart D.
- 1.2. **“Business Associate”** means, for purposes of this Schedule, NTT DATA Services, LLC.
- 1.3. **“Covered Entity”** means, for purpose of this Schedule, Customer.
- 1.4. **“Covered Entity Systems”** has the meaning set forth in Section 3.2.2.
- 1.5. **“Designated Record Set”** means a “designated record set” (as such term is defined in 45 C.F.R. § 164.501) containing PHI that is being maintained by Business Associate (or its Workforce or Subcontractors).
- 1.6. **“Discovery”** means discovery as described in 45 C.F.R. § 164.410(a)(2).
- 1.7. **“Electronic PHI”** means PHI that is Electronic Protected Health Information.
- 1.8. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996.
- 1.9. **“PHI”** means Protected Health Information created, received, maintained or transmitted by Business Associate (or its Workforce or Subcontractors) from or on behalf of Covered Entity or its Affiliates.
- 1.10. **“Privacy Rule”** means the federal standards for the “Privacy of Individually Identifiable Health Information” under HIPAA as contained in 45 C.F.R. Part 160, subpart A and Part 164, subparts A and E.
- 1.11. **“Security Regulations”** means the federal “Security Standards for the Protection of Electronic Protected Health Information” under HIPAA as contained in 45 C.F.R. Part 160, subpart A and Part 164, subparts A and C.
- 1.12. **“Subcontractor”** means a “subcontractor” (as such term is defined in 45 C.F.R. § 160.103) of Business Associate (excluding Affiliates of Business Associate) who creates, receives, maintains or transmits PHI on behalf of Business Associate.
- 1.13. **“Transaction Regulations”** means the federal standards for electronic transactions under HIPAA as contained in at 45 C.F.R. parts 160 and 162.
- 1.14. **“Unsecured PHI”** means PHI that is Unsecured Protected Health Information.
- 1.15. **“Workforce”** means “Workforce” (as such term is defined in 45 C.F.R. § 160.103) members of Business Associate who create, receive, maintain or transmit PHI on behalf of Business Associate.

2. Permitted and Required Uses and Disclosures of PHI.

2.1. Business Associate is permitted to use and disclose PHI (a) to perform functions, activities and the Cloud Solutions for, or on behalf of, Covered Entity as required to perform Business Associate's obligations in the Agreement; (b) as Required by Law; and (c) as otherwise permitted in this Schedule; provided, however, Business Associate may not use or disclose PHI in a manner that would violate the requirements of the Privacy Rule if done by Covered Entity, except as provided in Sections 2.2 – 2.4.

2.2. Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2.3. Business Associate is permitted to disclose PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if (a) the disclosure is Required by Law; or (b) Business Associate obtains reasonable written assurances from the person to whom it disclosed the PHI that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.4. Business Associate is permitted to use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) if Data Aggregation services are necessary for Business Associate to perform its obligations under the Agreement or Covered Entity otherwise requests Data Aggregation services from Business Associate.

2.5. Business Associate is permitted to disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

2.6. Any restrictions on the use and disclosure of PHI set forth herein shall not apply to de-identified PHI.

3. Business Associate's Obligations.

3.1. Restriction on Uses and Disclosures. Business Associate will use and disclose PHI only as permitted or required by this Schedule.

3.2. Safeguards.

3.2.1. Subject to Sections 3.2.2 below, Business Associate shall (a) use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement or this Schedule; and (b) use appropriate safeguards and comply, where applicable, with subpart C of HIPAA with respect to Electronic PHI to prevent the use or disclosure of Electronic PHI other than as permitted by this Schedule, including complying with each of the requirements of 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, and 164.316 as applicable to business associates.

3.2.2. When Business Associate is present at a facility of Covered Entity or its Affiliates or is accessing or utilizing equipment, software, tools, network components or other information technology owned, leased or licensed by Covered Entity or its Affiliates ("**Covered Entity Systems**"), Business Associate will comply with Covered Entity's standard safeguards to prevent the use or disclosure of PHI (including Covered Entity's standard administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic PHI) applicable to such Covered Entity facility or such Covered Entity System, provided Covered Entity has given Business Associate prior notice of such safeguards in writing or in the same manner as Covered Entity provides notice of such safeguards to its own employees and other contractors. Business Associate is not responsible for (a) implementing safeguards with respect to the facilities of Covered Entity or its Affiliates or the Covered Entity Systems; or (b) providing or implementing upgrades, modifications or changes to, or replacements of, any Covered Entity Systems, in each case, that are required to comply with HIPAA or other state or federal privacy and security laws or regulations,

except to the extent the Agreement expressly provides that Business Associate has the responsibility for providing and/or implementing such safeguards, upgrades, modifications, changes and replacements.

3.2.3. Notwithstanding the provisions of Sections 3.2.1 and 3.2.2, if the Agreement contains express provisions in which Covered Entity and Business Associate have allocated security and privacy responsibilities between them, including allocating the responsibility for the types of security safeguards that are governed by the Security Regulations, if there is a conflict between such provisions in the Agreement and the provisions of Section 3.2.1 or Section 3.2.2, such provisions in the Agreement shall control.

3.3. Reporting. Business Associate will report to Covered Entity (a) any use or disclosure of PHI by it or its Workforce or Subcontractors in violation of Business Associate's obligations in this Schedule of which it becomes aware; and (b) any Security Incident affecting Electronic PHI of which it becomes aware. With respect to unsuccessful Security Incidents, the significant number of meaningless attempts to access Business Associate's systems and data, including Electronic PHI, makes it impossible for Business Associate to report such unsuccessful Security Incidents in real-time or on any regular basis. Accordingly, the parties agree that Business Associate is not required to report unsuccessful Security Incidents, whether occurring now or in the future, when they do not result in actual unauthorized access, use, disclosure, modification or destruction of Electronic PHI or interference with an information system that contains or processes Electronic PHI, such as but not limited to the following: (i) pings on the firewall; (ii) attempts to logon to a system, device or database with an invalid password or user name; (iii) denial of service attacks; and (iv) port scans. In addition, Business Associate will, following Business Associate's Discovery of a Breach of Unsecured PHI, notify Covered Entity of such Breach in accordance with 45 C.F.R. § 164.410 of the Breach Notification Provisions.

3.4. Business Associate's Subcontractors. Business Associate shall require that each Subcontractor agrees in writing to provide reasonable assurances that such Subcontractor will comply with restrictions and conditions that are substantially similar in all material respects to the restrictions and conditions that apply to Business Associate under this Schedule with respect to such PHI. Notwithstanding the foregoing, Business Associate will treat its Affiliates who create, receive, maintain or transmit PHI as members of its Workforce and will not be required to obtain such written assurances from such Affiliates, and Business Associate will be responsible for any actions of such Affiliates in violation of Business Associate's obligations in this Schedule.

3.5. Access to PHI in Designated Record Sets. Upon Business Associate's receipt of a written request from Covered Entity for access to PHI about an Individual contained in any Designated Record Set(s), Business Associate will make available to Covered Entity, or to the Individual if so instructed by Covered Entity, such Designated Record Set(s) in the format and on the media in use by Business Associate as of the date of the request in order for Covered Entity to meet its obligations to make the PHI available in accordance with 45 C.F.R. § 164.524. If specifically requested by Covered Entity in such written request or other written notice, Business Associate will (i) provide such PHI in a format, or on media, that is different than that in use by Business Associate as of the date of such request or notice, and/or (ii) transmit copies of such Electronic PHI in an electronic format directly to the person designated in such notice or request or make copies of such PHI in a paper form and provide such copies to the person designated in such notice, provided Covered Entity shall reimburse Business Associate for the applicable reasonable costs incurred by Business Associate in complying with such notice or request. If an Individual requests access to PHI directly from Business Associate, Business Associate will promptly forward such request to Covered Entity.

3.6. Amendment of PHI in Designated Record Sets. Upon Business Associate's receipt of a written request from Covered Entity for an amendment to PHI about an Individual contained in any Designated Record Set(s), Business Associate will make available to Covered Entity such Designated Record Set(s) in the format and on the media in use by Business Associate as of the date of the request in order for Covered Entity to meet its obligations to amend PHI in accordance with 45 C.F.R. § 164.526. To the extent Business Associate has an obligation under the Agreement to make amendments to PHI contained in any Designated Record Set(s), upon Business Associate's receipt of a written request from Covered Entity for an amendment to any such PHI, Business Associate shall make amendments to such PHI as instructed by Covered Entity in such request in order for Covered Entity to meet its obligations to amend the PHI in accordance with 45 C.F.R. § 164.526. If an Individual requests an amendment to PHI directly from Business Associate, Business Associate will promptly forward such request to Covered Entity.

3.7. Documentation of Disclosures. Business Associate will document disclosures of PHI made by it or its Workforce or Subcontractors and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of such disclosures in accordance with 45 C.F.R. § 164.528; provided, however, with respect to such disclosures that are made (a) as part of the provision of Cloud Solutions; or (b) at Covered Entity's request, unless the Agreement expressly provides that Business Associate has the financial responsibility to provide the equipment, software, tools or other information technology necessary to track and document the disclosures referenced in clauses (a) and (b), Covered Entity will either (i) be responsible for providing such equipment, software, tools or other information technology; or (ii) allow Business Associate to track such disclosures utilizing a system Covered Entity uses to track disclosures made by Covered Entity that are required to be tracked under 45 CFR § 164.528. Upon Business Associate's receipt of written notice from Covered Entity that Covered Entity has received a request for an accounting of disclosures of PHI regarding an Individual, Business Associate will make available to Covered Entity the information collected by it in accordance with the foregoing to permit Covered Entity to respond to such request in accordance with 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate will promptly forward such request to Covered Entity.

3.8. Covered Entity Obligations under the Privacy Rule. To the extent the Business Associate is to carry out a Covered Entity obligation under the Privacy Rule as part of its obligations under the Agreement, Business Associate will comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligation; provided, however, this Section 3.8 is not intended to, and does not, limit or change any of the other agreed upon provisions in this Schedule, and if there is a conflict between this Section 3.8 and any other agreed upon provision in this Schedule, such agreed upon provision shall prevail and control.

3.9. Disclosure to the Secretary. Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA, subject to any applicable legal privileges. Business Associate will notify Covered Entity upon its receipt of any such request for access by the Secretary and provide Covered Entity with a copy of such request.

3.10. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI by it or its Workforce or Subcontractors in violation of Business Associate's obligations in this Schedule.

3.11. Minimum Necessary. When using, requesting or disclosing PHI, Business Associate shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the request, use or disclosure.

3.12. Prohibition on Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for a disclosure of PHI in violation of 45 C.F.R. § 164.502(a)(5)(ii), unless Covered Entity has provided Business Associate with a valid authorization from the Individual in accordance with 45 C.F.R. § 164.508(a)(4).

3.13. Compliance with Notices. Upon Business Associate's receipt of a notice from Covered Entity under Section 4.2, Business Associate will promptly (a) cease the use and disclosure of any such Individual's PHI as specified in the notice; (b) comply with the limitations specified in the notice; and/or (c) comply with the restrictions specified in the notice, as applicable. To the extent compliance with such notice(s) interferes with, delays, hinders or precludes Business Associate's ability to perform its obligations set forth in the Agreement, Business Associate will be excused from, and relieved of liability for, any such non-performance.

4. Covered Entity's Obligations.

4.1. Consents, Authorizations and Permissions. Covered Entity agrees to obtain and maintain such consents, authorizations and/or permissions, if any, as may be necessary or required under HIPAA or other local, state or federal laws or regulations to permit Covered Entity to disclose PHI to Business Associate in order for Business Associate to use and disclose PHI as required or permitted under this Schedule.

4.2. Notices. Covered Entity agrees to notify Business Associate in writing of (a) of any modifications to, restrictions on, defects in, or revocation or other termination of effectiveness of, any consent, authorization or permission referenced in Section 4.1; (b) any limitation(s) in its notice of privacy practices; and (c) any restriction(s) to the use or disclosure of PHI with which Covered Entity has agreed, to the extent any such modifications, defects, revocations, limitations or restrictions affect Business Associate's permitted or required uses and disclosures of PHI specified in this Schedule.

4.3. Requested Uses and Disclosures. Without limiting Sections 2.2 – 2.4, Covered Entity agrees it will not request, and the performance of Business Associate's obligations under the Agreement will not require, Business Associate to use or disclose PHI in any manner that would not be permissible if done by Covered Entity.

4.4. Other Business Associates. If Business Associate is required in order to perform its obligations in the Agreement, or if Business Associate is otherwise instructed by Covered Entity, to disclose PHI to other business associates (as defined in HIPAA) of Covered Entity or its Affiliates, or to disclose PHI to any other entities or persons, when it is Required by Law to obtain from such business associates, entities or persons a business associate agreement, confidentiality agreement or other type of nondisclosure agreement, except as expressly provided in Section 2.3 or Section 3.4 of this Schedule, Covered Entity will be responsible for obtaining such agreements with such business associates, entities or persons.

5. Transaction Regulations. To the extent the Cloud Solutions involve Business Associate assisting Covered Entity in conducting electronic transactions governed by the Transaction Regulations, unless otherwise set forth in the Agreement or instructed by Covered Entity, Business Associate will not: (a) change the definition, data, condition, or use of a data element or segment in a standard as required by 45 C.F.R. § 162.915; (b) add any data elements or segments to the maximum defined data set as required by 45 C.F.R. § 162.915; (c) use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s) as required by 45 C.F.R. § 162.915; or (d) change the meaning or intent of the standard's implementation specification(s) as required by 45 C.F.R. § 162.915.

6. Termination.

6.1. Termination for Cause by Covered Entity. Upon Covered Entity's knowledge of a material breach of Business Associate's obligations in this Schedule by Business Associate or its Workforce or Subcontractors, Covered Entity may (a) terminate the Agreement (including this Schedule) by providing Business Associate prior written notice if Business Associate fails to cure such breach within thirty (30) days of its receipt of written notice from Covered Entity specifying the nature of such breach; (b) immediately terminate the Agreement (including this Schedule) by providing Business Associate prior written notice if a cure of such breach is not possible; or (c) report such breach to the Secretary if termination of the Agreement is not feasible.

6.2. Effect of Termination. Except as provided below, upon the termination of this Schedule for any reason, (a) Business Associate will return or destroy all PHI in the possession of Business Associate or its Workforce or Subcontractors; and (b) Business Associate and its Workforce and Subcontractors will not retain copies of such PHI. In the event returning or destroying such PHI is infeasible, (a) Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible; and (b) for so long as such PHI is maintained by Business Associate or its Workforce or Subcontractors, Business Associate will extend the protections of this Schedule to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible.

7. Miscellaneous.

7.1. Amendments to Comply with Law. If (a) any final amendments to HIPAA are enacted after the Effective Date; or (b) any final amendments to other data security and privacy laws are enacted after the Effective Date, to the extent such amendments require modifications to the then-current compliance obligations of Covered Entity or Business Associate under this Schedule, Covered Entity and Business Associate agree to promptly meet and negotiate in good faith to mutually agree on such modifications. Any material modifications to Business Associate's obligations under this Schedule may include changes in financial terms as reasonably required to support such cost of compliance.

7.2. Regulatory References. A reference in this Schedule to a section of HIPAA means the section in effect as of the Effective Date.

7.3. Survival.

7.3.1. Business Associate's rights and obligations under Section 6.2.2 of this Schedule will survive the termination of this Schedule until Business Associate no longer retains such PHI and such PHI has been returned to Covered Entity or destroyed.

7.3.2. Business Associate's rights and obligations under Section 3.9 of this Schedule will survive the termination of this Schedule.

7.3.3. For each disclosure of PHI made by Business Associate or its Workforce or Subcontractors subject to an accounting under Section 3.7, except for such disclosures where the information collected in accordance with Section 3.7 is contained in Covered Entity systems as described in Section 3.7, if the information collected in accordance with Section 3.7 has not been provided to Covered Entity by the termination of this Schedule, Business Associate's obligations under Section 3.7 for each such disclosure will survive the termination of this Schedule until the earlier to occur of (a) six (6) years after such disclosure, or (b) the date the information collected by Business Associate in accordance with Section 3.7 is provided to Covered Entity.

7.3.4. With respect to PHI retained by Business Associate after the termination of this Schedule pursuant to Section 6.2.2, Covered Entity's obligations under Section 4 of this Schedule will survive the termination of this Schedule until Business Associate no longer retains such PHI.

7.4. No Third Party Beneficiaries. Except as expressly provided in this Schedule, nothing in this Schedule is intended to confer, nor will anything herein confer, upon any person or entity other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

7.5. Interpretation. Except as expressly provided in this Schedule, if there is any conflict between the terms of this Schedule and the terms of the Agreement with respect to the matters covered in this Schedule, the terms of this Schedule will control. Any ambiguity in the terms of this Schedule will be resolved to permit Covered Entity and Business Associate to comply with HIPAA, subject to the mutual agreement of Business Associate and Covered Entity if any such interpretation results in a material change in the obligations of Covered Entity or Business Associate under the Agreement (including this Schedule).