

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is by and between **Verterim, Inc.**, a Massachusetts corporation (“Supplier”) with offices 9 Queen Anne Road, Hopkinton, Massachusetts 01748 and **Genworth North America Corporation**, a Washington corporation (“Company”) with offices at 6620 West Broad Street Richmond, VA 23230. This Agreement shall become effective on the date on which the last party to sign this Agreement affixes its signature here to (the “Effective Date”).

1. Master Agreement; Statements of Work.

(a) Agreement Structure. This is a Master Services Agreement containing terms and conditions to be applicable to one or more written Statements of Work (“SOWs”), which shall be numbered consecutively and may be in the form attached hereto as Exhibit A, or in such other form as may be agreed upon by the parties that reference this Agreement. A SOW shall specify services and any deliverables to be provided by Supplier (such services and deliverables together, “Services”), applicable fees, term for which Services shall be provided, specifications, service levels, and project timelines, as well as any requirements which are in addition to the general provisions of this Agreement, such as specific project milestones, acceptance criteria and/or other quality and warranty considerations. No SOW shall be effective unless signed by the parties. Except as otherwise expressly provided herein or in a SOW, Supplier shall supply all personnel, equipment, assets and facilities necessary to perform the Services.

(b) Parties to SOWs. Services purchased under this Agreement may be used by Company and all its Affiliates. “Affiliate” means a legal entity (i) controlled by a party or (ii) controlling or under direct or indirect common control with a party. For purposes of this definition, “control” means (x) the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other equity interests of an entity (or if outside the United States and a foreign investor is not permitted to own more than fifty percent (50%), the maximum percent ownership allowed for a foreign investor), or (y) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. Any Company Affiliate may purchase Services directly by executing its own SOW. In such case, the Company Affiliate that signs the SOW shall be entitled to all rights and solely responsible for all obligations of Company under this Agreement, with respect to the particular Services purchased by such Company Affiliate. With Company’s consent, any Supplier Affiliate may elect to provide Services pursuant to this Agreement by executing an SOW directly in its name. In such case, the Supplier Affiliate that signs the SOW shall be entitled to all rights and solely responsible for all obligations of Supplier under this Agreement, with respect to the particular Services provided by such Supplier Affiliate.

(c) Relationship of Agreement and SOWs. Each SOW shall be subject to the terms of this Agreement. A SOW may contain terms and conditions in addition to those in this Agreement. However, if a SOW contains terms or conditions that directly conflict with this Agreement, the provisions of this Agreement shall control, unless the SOW expressly provides

that such conflicting term or condition supersedes this Agreement. Such additional or different terms or conditions shall be applicable only to the SOW in which they are contained.

(d) No Minimum/No Exclusivity. Nothing contained in this Agreement alone shall constitute a commitment by Company to purchase Services. Such a commitment shall arise only if expressly stated in a SOW signed by the parties. This Agreement and each SOW are nonexclusive, and Company may contract with other entities to perform services related to or within the terms of any SOW.

2. Term and Termination.

(a) Term of Agreement. This Agreement shall remain in effect for a term of one (1) year from the Effective Date with automatic renewals for successive one (1) year terms, unless Company or Supplier provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

(b) Term of SOWs. Each SOW shall commence as of the Commencement Date as defined in such SOW and shall continue for the term and renewal periods (if any) set forth in such SOW.

(c) Termination of SOWs. Either party to a SOW may terminate such SOW for cause upon written notice to the other upon the occurrence of any of the following: (i) the other party's material breach of any provision of the SOW or this Agreement as it applies to such SOW provided that such breach has not been cured to the non-breaching party's reasonable satisfaction within thirty (30) days after receipt of written notice from the non-breaching party identifying the breach; (ii) a series of non-material breaches of any provision of the SOW or this Agreement as it applies to such SOW provided that such breaches have not been cured to the non-breaching party's reasonable satisfaction within thirty (30) days after receipt of written notice from the non-breaching party identifying the breaches; or (iii) more than one material breach by the other party within a twelve month period even if such breaches have been cured to the non-breaching party's reasonable satisfaction within thirty (30) days after receipt of written notice from the non-breaching party identifying the breach. Either party to a SOW also may terminate such SOW for cause upon not less than thirty (30) days' prior written notice to the other party if the non-terminating party shall be or become insolvent, shall call any meeting of creditors or have appointed a receiver or trustee over itself or its assets, or if any petition, proceeding or other action under any bankruptcy laws shall be filed by or instituted against the non-terminating party. Upon not less than thirty (30) days' prior written notice to Supplier, Company may terminate any or all SOWs for cause due to a Security Breach as defined in this Agreement under any SOW even if Supplier complies with all of its obligations related to such Security Breach as set forth in this Agreement. Company's exercise of this right will not relieve Supplier of its obligations related to such Security Breach as set forth in this Agreement. Company may terminate any SOW for its convenience upon not less than thirty (30) days' prior written notice to Supplier.

(d) Termination of the Agreement. Only Company (but not any Company Affiliate) or Supplier (but not any Supplier Affiliate) shall have the right to terminate the Agreement for cause upon written notice to the other upon the occurrence of any of the following: (i) the other party's material breach of any provision of this Agreement independent of any SOW

provided that such breach has not been cured to the non-breaching party's reasonable satisfaction within thirty (30) days after receipt of written notice from the non-breaching party identifying the breach; (ii) a series of non-material breaches of any provision of this Agreement independent of any SOW provided that such breaches have not been cured to the non-breaching party's reasonable satisfaction within thirty (30) days after receipt of written notice from the non-breaching party identifying the breaches; or (iii) more than one material breach by the other party within a twelve month period even if such breaches have been cured to the non-breaching party's satisfaction within thirty (30) days after receipt of written notice from the non-breaching party identifying the breach. Company (but not any Company Affiliate) or Supplier (but not any Supplier Affiliate) also may terminate the Agreement for cause upon not less than thirty (30) days' prior written notice to the other party if the non-terminating party shall be or become insolvent, shall call any meeting of creditors or have appointed a receiver or trustee over itself or its assets, or if any petition, proceeding or other action under any bankruptcy laws shall be filed by or instituted against the non-terminating party. Company (and not any Company Affiliate) may terminate the Agreement for its convenience upon not less than thirty (30) days' prior written notice to Supplier.

(e) Duties Upon Termination or Expiration. Upon termination or expiration of any SOW, Supplier shall send Company its final invoice for such SOW and Company shall pay Supplier for Services performed in accordance with such SOW and this Agreement prior to termination or expiration. Upon termination of any SOW, Supplier shall refund Company any pre-payments made by Company on account of Services which were intended to be performed beyond the termination date. Upon termination or expiration of any SOW, as relates to such expired or terminated SOW, Supplier shall, at no additional cost, (i) deliver all completed work and work in progress to Company or its designee, (ii) provide Company or its designee a written report on the status of the Services in a form and level of detail reasonably satisfactory to Company, (iii) provide Company with a written certification of return or destruction of all Company Confidential Information and/or Company Personal Information if return or destruction is requested by Company, (iv) make Supplier's personnel reasonably available to meet (via phone or online collaborative meeting) with Company or its designee, (v) provide such further information as Company or its designee may reasonably request, and (vi) cooperate with and assist Company to wind-down the Services and transfer the Services to Company or its designee. Upon Company's written request, Supplier also shall continue to perform the Services at the then-current rates set forth in the SOW for a period not to exceed six (6) months and the SOW and this Agreement shall continue in effect throughout such period.

(f) Effect of Termination. Termination of any one or more SOWs shall not constitute a termination of this Agreement or any remaining SOWs not so terminated. If this Agreement is terminated or expires prior to the termination or expiration of the then-current term of any SOWs and such SOWs are not also expressly terminated or have not expired, then such SOWs shall continue for the then-current term and this Agreement shall continue in effect with respect to such SOWs until the termination or expiration of the then-current term of such SOWs. Termination of this Agreement or any SOW shall not limit either party from pursuing any other remedies available to it pursuant to this Agreement.

3. Services.

(a) Obligation to Provide Services. Supplier shall provide the Services described in each SOW.

(b) Use of Licensed Materials. If Supplier is to use any software or other material licensed to Company or any Company Affiliate by a third party, such use must be permitted by and shall be subject to any restrictions in the applicable license. Supplier may be required to execute a confidentiality agreement, sublicense or other appropriate agreement with Company, Company Affiliate and/or such third party prior to such use.

(c) Business Continuity. Supplier shall maintain and comply with a reasonable disaster recovery, crisis management and/or business continuity plan (the "Plan") acceptable to Company which is capable of ensuring Supplier shall be able to continue to provide the Services in accordance with the SOW and this Agreement in the event of a disaster or other significant event (including a force majeure event) that might otherwise impact Supplier's operations. Upon request, the Supplier will provide Company a copy of its current Plan and will review with Company the contents of the Plan. The Supplier will not alter the Plan in a manner that would materially reduce Supplier's disaster recovery/business continuity capabilities with respect to the Services. Supplier will treat Company consistently with its other clients with respect to the implementation of the Plan.

(d) Services Not to Be Withheld. Supplier shall not voluntarily refuse to provide all or any portion of the Services except Supplier may refuse Services upon Company's failure to pay undisputed amounts due after notice and an opportunity to cure as applicable to material breaches. If Supplier breaches or threatens to breach this Section, Supplier agrees that Company shall be irreparably harmed and shall be entitled to apply to a court of competent jurisdiction for and be granted an injunction compelling specific performance by Supplier without the necessity of posting any bond notwithstanding anything else to the contrary in this Agreement.

(e) Quality Assurance. Company shall have the right to conduct audits, to monitor and to perform or witness inspections or tests of the Services furnished hereunder or to otherwise determine Supplier's compliance with the SOW and the Agreement, at Supplier's facility or at such other location where the Services are being developed or provided, at no charge by Supplier to Company.

(f) Change in Status of Company Businesses.

(i) If any Company Affiliate, Company operation, or Company Affiliate operation receiving Services pursuant to this Agreement no longer qualifies as a Company Affiliate, Company operation, or Company Affiliate due to a merger, acquisition or other similar corporate transaction (each, a "Former Company Business"), and Company or such Former Company Business desires Supplier to continue to provide some or all of the Services to or for the benefit of such Former Company Business, Supplier shall continue to provide such Services provided that Company shall ensure such Former Company Business complies with the applicable SOW and this Agreement. Supplier shall charge, at Company's option, Company or the Former Company Business for such Services

based on the existing charging methodologies for the Services. Supplier shall not be required to provide the Services to any Former Company Business for more than one (1) year following the date it first becomes a Former Company Business. Any Former Company Business receiving Services pursuant to this sub-section (i) will be considered a Company Affiliate for purposes of this Agreement for the period it receives Services.

(ii) Notwithstanding sub-section (i) above, if a Former Company Business has entered into its own SOW with Supplier pursuant to this Agreement prior to becoming a Former Company Business, such SOW shall continue on its then-current terms notwithstanding the change in status until it is terminated or expired in accordance with its terms, unless otherwise mutually agreed to by such Former Company Business and Supplier. Upon termination or expiration of such SOW, any duties upon termination or expiration set forth in this Agreement or the SOW shall apply.

4. Representations and Warranties.

(a) Services. Supplier represents and warrants that its Services hereunder shall be provided by qualified individuals in a professional and workmanlike manner conforming to the highest industry standards and practices, and in strict accordance with all applicable laws, regulations, codes and standards of government agencies, authorities or self-regulatory organizations having jurisdiction, and shall conform to any additional requirements in the SOW.

(b) No Claims/No Infringement. Supplier represents and warrants that no claim (whether or not embodied in an action, past or present) that the Services infringe on any patent, copyright, trademark or service mark, or misappropriate any trade secret or otherwise infringe or violate any proprietary or intellectual property right, has been threatened or asserted, and no such claim is pending against Supplier or against any entity from which Supplier obtained such rights. Supplier represents and warrants that use of the Services as contemplated in the SOW and this Agreement shall not infringe on any patent, copyright, trademark, or service mark or misappropriate any trade secret or infringe or violate any proprietary or intellectual property right of any party, including without limitation Supplier, any employee or contractor of Supplier or any third party.

(c) No Hidden Costs. Supplier represents and warrants that (i) any licenses or agreements from or with any third party that must be obtained to use the Services as provided in the SOW and this Agreement are expressly set forth in the applicable SOW and this Agreement and (ii) there are no additional, undisclosed license fees or expenses payable to third parties required to be paid to use the Services as provided in this Agreement and the SOW.

(d) Malware and Disabling Code.

(i) “Malware” means computer software, code or instructions that (A) adversely affect the operation, security or integrity of a computing, telecommunications or other digital operating or processing system or environment, including without limitation,

other programs, data, databases, computer libraries and computer and communications equipment, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (B) without functional purpose, self-replicate without manual intervention; (C) purport to perform a useful function but which actually perform either a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources; or (D) without authorization collect and/or transmit to third parties any information or data, including without limitation such software, code or instructions commonly known as viruses, Trojans, logic bombs, worms, adware and spyware.

(ii) “Disabling Code” means any code which could have the effect of permitting improper use, access, deletion or modification of, or, unless Company agrees otherwise in writing, disabling, deactivating, damaging or shutting down one or more software programs or systems and/or hardware or hardware systems, including without limitation, time bombs, protect codes, data destruction keys, trap doors, back doors and similar code or devices.

(iii) Throughout the term of any SOW, Supplier shall take commercially reasonable measures consistent with the industry standards to prevent the coding or introduction of any Malware or Disabling Code into the Services and any Company or Company Affiliate system interfacing with the Services, including without limitation the information, data and other materials delivered by or on behalf of Supplier to the Company, any Company Affiliate or their customers or third party suppliers, or the introduction of any Malware into operating environments and processes used by Supplier to provide the Services. Supplier shall continue to review, analyze and implement improvements to and upgrades of its Malware prevention and correction programs and processes that are reasonable and consistent with the highest industry standards. If Malware or Disabling Code is found to have been introduced into the Services, any Company or Company Affiliate system interfacing with the Services, or the information, data and other materials delivered by or on behalf of Supplier to the Company, any Company Affiliate or their customers or third party suppliers, or if any Malware is found to have been introduced into the operating environments and processes used by Supplier to provide the Services, Supplier shall promptly notify the Company (and any affected Company Affiliate) and Supplier shall take immediate and continuing action to eliminate the Malware or Disabling Code and remediate its effects at Supplier's expense; provided, however, Supplier shall not take any such action with respect to the systems of Company's or Company Affiliates' customers and third party suppliers except at Company's request. Notwithstanding the foregoing, if such Malware or Disabling Code was introduced by or through the Company or a Company Affiliate and Supplier has complied with its obligations set forth in this Section, Company shall be responsible for the reasonable costs incurred by Supplier to eliminate and remediate the effects of such Malware or Disabling Code. At Company's request, Supplier shall report to Company the nature and status of all Malware and Disabling Code elimination and remediation efforts.

(e) Open Source Software. Supplier represents and warrants that unless Company agrees otherwise in writing, any software included in the Services or otherwise provided by Supplier hereunder shall not contain any open source software, shareware, freeware or other

similar software, and except for the license and other terms expressly set forth in this Agreement and the SOW, the software provided by Supplier is not subject to any other express or implied terms, conditions or restrictions, including, but not limited to, additional license terms.

(f) Software Keys. Supplier represents and warrants that unless Company agrees otherwise in writing, any software included in the Services or otherwise provided by Supplier hereunder shall not include any software key requirement or similar code, routines or devices designed to (i) prevent use of the software beyond a limited time period, (ii) prevent the installation or other transfer of the software to other computers or the execution of the software on such computers, or (iii) otherwise prevent use of the software as permitted by the terms of this Agreement or the SOW.

(g) Coding Standards. Supplier represents and warrants that any software code developed or modified by Supplier as part of the Services shall be secure from those vulnerabilities as described in generally recognized industry practices or standards, including without limitation the OWASP Top Ten and SANS 25 Programming errors. Suppliers must maintain documented software development standards to minimize security issues within the software product. These standards should include but are not limited to; change control procedures, technical reviews of application code during the development lifecycle, source code access control, input/output data validation, message integrity, cryptographic controls, user/session management, and secure coding training for developers.

(h) Export Control. Supplier represents and warrants that any technology (including without limitation any hardware or software) provided by Supplier or its designee to Company or a Company Affiliate as part of the Services (i) is not designated for control under the U.S. Munitions List of the International Traffic in Arms Regulations of the Department of State and (ii) does not fall within an Export Control Classification Number under the Commerce Control List requiring an export license under the U.S. Export Administration Regulations of the Bureau of Industry and Security of the Department of Commerce.

(i) Cybersecurity. Supplier represents and warrants that it maintains and complies with cybersecurity policies and procedures conforming to industry standards and practices to protect Company's Confidential Information and Personal Information (each as defined in this Agreement) and the information systems used to provide the Services or otherwise in connection with this Agreement. Where Supplier's obligations in this Agreement with respect to the confidentiality, security, and/or integrity of Company's Confidential Information or Personal Information conflict with Supplier's cybersecurity policies and procedures and the Supplier's policies and procedures are more stringent than this Agreement, Supplier shall follow its own policies and procedures. Where Supplier's cybersecurity policies and procedures are less stringent than Supplier's obligations in this Agreement with respect to the confidentiality, security, and/or integrity of Company's Confidential Information or Personal Information, Supplier must comply with its obligations as set forth in this Agreement.

(j) Exclusive Warranties. THE WARRANTIES IN THIS AGREEMENT AND IN THE SOW (IF ANY) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE QUALITY OR PERFORMANCE LEVEL OF SERVICES, INCLUDING WITHOUT LIMITATION THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Personnel.

(a) Project Management. Each party shall designate in each SOW a project manager who shall be such party's primary point of contact regarding the Services. Each party may designate a new project manager upon reasonable written notice to the other party.

(b) Removal of Supplier Personnel. For purposes of this Agreement, "Supplier Personnel" means Supplier's and its Affiliates' employees, subcontractors, outsourcers and agents. Upon written notice to Supplier, Company may require that Supplier promptly remove any Supplier Personnel who is not providing Services in accordance with the Agreement or the SOW. In such event, Supplier shall promptly provide qualified replacement personnel and shall pay the costs attributable to familiarizing such personnel with the Services.

(c) Compliance with Company Policies by Supplier Personnel. Supplier and Supplier Personnel shall comply with Company's guidelines and policies applicable to providers of goods and/or services to Company, including without limitation Company's Code of Ethics applicable to such providers. Supplier and Supplier Personnel also shall comply with Company's safety and security policies applicable to providers. These policies may include, without limitation, the requirement that Company screen Supplier and Supplier Personnel against government-restricted lists and/or that Supplier provide at its expense criminal background checks and/or drug screenings of Supplier Personnel.

(d) Notice of Labor Disputes. Supplier shall promptly notify Company of any and all pending labor complaints, disputes or controversies involving any of the Supplier Personnel providing Services pursuant to this Agreement and shall regularly report to Company the progress and status thereof. Supplier shall use all reasonable efforts to resolve any such complaint, dispute or controversy.

6. Nondisclosure.

(a) Information. Each party may have access to information provided by or on behalf of the other party or its Affiliates that would reasonably be considered proprietary or confidential, including but not limited to the other party's or its Affiliates' or any of their suppliers', agents' or customers' financial information, technical information, business plans, policies, or products ("Confidential Information" or "CI"). Company's CI shall include any written reports, findings, conclusions, recommendations, reporting data and analysis, and other deliverables prepared by Supplier and provided to Company under this Agreement. Supplier also may have access to personally identifiable information of individuals provided by or on behalf of such individual, Company or Company Affiliates ("Personal Information" or "PI"). Unless otherwise agreed to by the parties in a signed writing, CI and PI include any such CI or PI however disclosed between the parties after the Effective Date of this Agreement, regardless of whether the CI or PI disclosed relates to any SOW then in effect between the parties. By way of example and not by way of limitation, CI and PI include any such CI or PI disclosed between the parties in

connection with a request for information, request for proposal, or other discussions in contemplation of potentially entering into a SOW.

(b) Exclusions. A party's CI shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party in violation of the SOW or this Agreement; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained under an obligation of confidentiality by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party not known by the receiving party, after reasonable due diligence, to be bound by a duty of non-disclosure; or (iv) is independently developed by the other party without use of the CI.

(c) Use and Nondisclosure. The parties agree to hold each other's CI in confidence, and Supplier agrees to hold PI in confidence. Each party agrees to use the other's CI, and in Supplier's case, PI, in accordance with all applicable laws. Each party agrees not to use the other's CI, and Supplier agrees not to use PI, for any purpose other than in the exercise of rights or performance of obligations under this Agreement or any SOW. Each party agrees not to make each other's CI or, in the case of Supplier, PI, available in any form to any third party, except that CI or PI may be disclosed to the parties' Affiliates, attorneys, accountants, agents, contractors and consultants on a need-to-know basis under obligations of confidentiality and limited use at least as restrictive as those contained herein, and, in the case of PI that constitutes Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), pursuant to a Business Associate Agreement as defined by HIPAA. One party may disclose the other party's CI or PI without violation hereof to the extent such disclosure is required by applicable law, regulation or governmental or judicial order; provided, that the party making such disclosure has given the other party reasonable advance written notice of the intended disclosure and a reasonable opportunity to seek a protective order or other confidential treatment of the CI or PI, each to the extent permitted by law; provided, further, that the disclosure is limited to that required by such applicable law, regulation or governmental or judicial order. Supplier agrees not to transfer Company's CI or PI to any country other than the country of origin for such Information, or to permit access to Company's CI or PI from outside the country of origin for such Information, without Company's prior written consent. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that the other party's CI and, in the case of Supplier, PI, is not disclosed or distributed by its employees, Affiliates, attorneys, accountants, agents, contractors, consultants or agents in violation of this Agreement. Such care shall include, but not be limited to, Supplier's maintenance of appropriate administrative, technical, procedural and physical safeguards to: (i) ensure the security, integrity and confidentiality of Company's CI and PI, (ii) protect against any threats or hazards to the confidentiality, security or integrity of Company's CI and PI, and (iii) protect against unauthorized access to or use of Company's CI and PI. Company shall have the right to inspect Supplier's practices regarding Company's CI and PI upon reasonable advance notice. Each party shall be responsible for any breaches of this nondisclosure Section by any of its employees, Affiliates, attorneys, accountants, agents, contractors or consultants.

(d) Security Breaches. Supplier shall notify Company of any unauthorized access to or disclosure or use of Company's CI or PI (each, a "Security Breach"). Notice of a Security Breach shall be made to DataSecurityTeam.Genworth@genworth.com notwithstanding

any other notice provision in this Agreement to the contrary. If the Security Breach involves Company's CI or impacts the PI of ten (10) or more individuals, Supplier will also provide notice of the Security Breach in accordance with the formal notice requirements in this Agreement. Supplier shall provide such notice following discovery and without unreasonable delay, but in no event later than three days following discovery of the Security Breach, even if not all information required by this Section is then available to Supplier or all actions required by this Section have not been completed by Supplier. If any such information is not available at the time of initial notification or any such activities have not been completed at the time of initial notification, Supplier shall continue all reasonable efforts to obtain such information and complete such activities and report to Company the progress and results of the foregoing. Supplier shall provide Company with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the name and any other personally identifying information of each affected individual, and any other information Company may request concerning the Security Breach. Supplier agrees to take action immediately, at its own expense, to (i) investigate the Security Breach, including without limitation its causes and effects, (ii) identify, prevent and mitigate the effects of any such Security Breach, (iii) carry out any action necessary to remedy the cause of the Security Breach and prevent a recurrence, and (iv) notify Company of the progress and results of the foregoing. At Company's option, such action shall include without limitation: (A) Supplier's mailing of notices regarding the Security Breach to affected individuals, the content of which shall be subject to Company's prior written approval; and/or (B) Supplier's provision of credit monitoring or other similar service to affected individuals offered by a reputable provider, for a reasonable duration but not less than twelve months. Alternatively, Company may undertake either or both of the foregoing actions at Supplier's expense, or where such notification and/or credit monitoring is undertaken by Company's customers affected by the breach, Supplier agrees to reimburse Company for actual costs incurred in reimbursing those customers. None of the foregoing actions shall limit any other remedies available to Company pursuant to this Agreement. For the avoidance of doubt, the cost of compliance with this section shall be considered direct damages for purposes of this Agreement. Supplier shall not issue any press release or make any other public filing, report or communication regarding the Security Breach without Company's prior written approval unless otherwise required by applicable law, regulation or governmental or judicial order; provided, that in such case Supplier has given Company reasonable advance written notice of the intended disclosure and a reasonable opportunity to seek a protective order or other confidential treatment of the information, each to the extent permitted by law; provided, further, that the disclosure is limited to that required by such applicable law, regulation or governmental or judicial order.

(e) Length of Obligation and Return of Information. The receiving party shall at any time upon the disclosing party's written request either return or destroy, at the receiving party's option, the disclosing party's CI and/or, in the case of Company as the disclosing party, PI. Notwithstanding the foregoing, either party may keep a copy of the other party's CI solely for maintaining reasonably appropriate business records or as may be required by law, provided such copy shall remain subject to the requirements of this Section. A party's CI, other than those portions of CI described below, shall be subject to these confidentiality obligations for five (5) years after the termination or expiration of the last SOW to which such CI pertains. Those portions of CI that are comprised of trade secrets shall be subject to these provisions for so long as they remain protected as trade secrets under applicable law. PI and computer source code shall be subject to these provisions in perpetuity.

(f) Publicity. Supplier agrees that, unless required by law, (i) no press release, acknowledgment or other information concerning the Agreement and the Services provided hereunder shall be made public by the Supplier without the prior written agreement of Company, and (ii) Supplier shall not identify Company or any Company Affiliate as a customer nor shall Supplier or its agents use Company's or a Company Affiliate's name, photographs, logo, trademark, or other identifying characteristics without Company's prior written approval.

(g) Additional Security Matters. Exhibit B to this Agreement sets forth additional security matters applicable to Supplier and the performance of its obligations pursuant to this Agreement and any SOW. Exhibit B is hereby incorporated by reference into this Agreement.

7. Intellectual Property.

(a) Definitions.

(i) The term "Materials" means all intellectual property rights, including without limitation all patents, patent applications, patent rights, trademarks, trademark applications, trade names, trade dress, service marks, service mark applications, domain names, copyrights, copyright applications, computer programs and other computer software (including, without limitation, all source and object code, algorithms, architecture, structure, display screens, layouts and development tools), inventions, designs, samples, specifications, schematics, know-how, trade secrets, processes, formulae, development tools, discoveries, improvements, ideas, techniques, materials, flow charts, outlines, lists, compilations, manuscripts, works of authorship and pictorial materials, and all documentation and media constituting, describing or relating to the foregoing, including without limitation, manuals, memoranda and records.

(ii) The term "Derivative Work" means a work based on one or more pre-existing works, including, without limitation, a condensation, transformation, expansion or adaptation, that, if prepared without authorization of the owner of the copyright of such pre-existing work, would constitute a copyright infringement.

(iii) The term "Residuals" means the general knowledge and experience, including without limitation processes, methods, techniques, know-how and concepts, developed or acquired by a party in the course of the Services, but excluding any CI of the other party and any PI.

(iv) The term "Work Product" means all Materials created or developed by either party or jointly by the parties in connection with the Services during the term of this Agreement or any SOW.

(b) Ownership of Pre-existing Materials. All pre-existing Materials of Company, a Company Affiliate, or their suppliers, shall, as between Company and Supplier, be the property of Company or such Affiliate, as the case may be. All pre-existing Materials of Supplier or its suppliers shall, as between Supplier and Company, be the property of Supplier.

(c) Ownership of Work Product.

(i) Company Ownership. Company shall be the sole owner of, with the exclusive right to use and exploit, all Work Product on an as-created basis. Supplier shall notify Company of and assign to Company all Work Product on an as-created basis. Supplier agrees that, to the fullest extent permitted under the U.S. Copyright Act, Company shall own the copyright to the Work Product, and that Supplier shall develop such Work Product as work made for hire. Any modifications, improvements or amendments to any pre-existing Supplier or its suppliers' Materials shall be solely owned by Supplier or its suppliers only if such improvements, amendments or modifications are not included or incorporated in any way in any Work Product, and such Materials shall not be created using Company resources nor shall Company be charged for the creation of such Materials.

(ii) License to Pre-existing Materials. Supplier shall notify Company of all pre-existing Supplier or its suppliers' Materials incorporated into or otherwise necessary to use, modify or maintain any Work Product and Supplier hereby grants to Company and Company Affiliates a non-exclusive, perpetual, irrevocable, royalty free, worldwide, limited-transferable (as set forth below) right and license to use, make, have made, sell, practice, copy, display, distribute, maintain, modify and create Derivative Works from, in any and all media, pre-existing Supplier or its suppliers' Materials incorporated into or otherwise necessary to use, modify or maintain any Work Product (A) for internal use within Company and Company Affiliates, or (B) otherwise in commerce in the normal course of Company's or Company Affiliates' businesses; provided, that Company's and Company Affiliates' rights to such shall be solely in connection with the Work Product. Such license to Supplier or its suppliers' Materials may be transferred, assigned or sublicensed to any third party in connection with the sale, merger or disposition of the Work Product or the Company or Company Affiliate business or assets to which the Work Product relates, or in connection with any permitted assignment of the Agreement and/or the SOW to which the Work Product relates. To the extent permitted by Company or a Company Affiliate, the agents, brokers, customers, third party administrators, consultants and contractors of Company and Company Affiliates shall also have the right to use the Supplier or its suppliers' Materials under the license granted hereunder in connection with the business of Company or Company Affiliates.

(iii) No Further Use by Supplier of Work Product. Supplier agrees that it shall not provide to its other clients and customers, nor use in any way in the course of later engagements, the specific Work Product created for and delivered to Company pursuant to this Agreement. Company acknowledges that in the course of Supplier's business, Supplier may develop, use, and distribute works that are substantially similar to the Work Product, including works similar in function, structure, sequence, or organization of the Work Product.

(d) Residuals. Each party shall have the right to use for any purpose any Residuals from any Work Product.

(e) Further Assurances. Each party covenants and agrees, on its own behalf and on behalf of its and its Affiliates' employees, subcontractors, agents, successors and assigns, without further compensation, to promptly at any time upon the request of another party, its successors and assigns to provide such further information and execute such further assignments

and documents, give testimony, and take all further legal acts as reasonably requested by the other party to perfect title to, or to acquire, transfer and maintain patent, copyright, trademark, mask work, trade secret and other legal protection for, Materials owned by the requesting party pursuant to this Section.

8. Limitations on Liability. Except with respect to any indemnification obligations set forth in this Agreement, neither party nor its Affiliates, nor any of such party's or its Affiliates' respective directors, officers, employees or agents, shall be liable to the other party or its Affiliates, or any of such other party's or its Affiliates' respective directors, officers, employees or agents, for any consequential, incidental, special, indirect, punitive or exemplary damages, including loss of profits and loss of business arising out of or related to this Agreement. The parties shall remain liable for direct damages for claims arising out of or related to this Agreement, including but not limited to the cost to obtain substitute services or deliverables.

9. Indemnification.

(a) Certain Claims. Each party shall indemnify and hold harmless the other party, the other party's Affiliates, and each of such other party's and such other party's Affiliates' respective directors, officers, employees and agents (each, an "Indemnified Party") from all losses, damages, injuries, costs and expenses (including without limitation court costs and reasonable attorneys' fees) associated with each of the following, provided in each case that the Indemnified Party comply with the procedure set forth below:

(i) claims asserted by a third party, against the party claiming indemnification and directly and proximately caused by the acts or omissions of the other party (the "Indemnifying Party"), its Affiliates and/or each of their directors, officers, employees or agents (collectively together with the Indemnifying Party, the "Indemnifying Group"), arising out of or related to this Agreement;

(ii) personal injury, including death, or damage to tangible property, suffered by any Indemnified Party and directly and proximately caused by the acts or omissions of any member of the Indemnifying Group, arising out of or related to this Agreement;

(iii) willful misconduct, gross negligence, fraud or violation of applicable law by any member of the Indemnifying Group, arising out of or related to this Agreement.

(b) Infringement Claims. Supplier shall indemnify and hold harmless any Company Indemnified Party from all losses, damages, injuries, costs and expenses (including without limitation court costs and reasonable attorneys' fees) related to any claim that the Services or any Materials furnished by Supplier and used by or for any Company Indemnified Party in connection with the Services infringe a third party's copyright, trademark, servicemark or patent, misappropriates a third party's trade secret, or otherwise infringe or violate any third party's intellectual property or proprietary right, provided that the Company comply with the procedure set forth below. Supplier shall have no liability for any claim of infringement or misappropriation resulting from: (i) the Company Indemnified Party's use of a superseded or altered release of some

or all of such Services or Materials if infringement would have been completely avoided by the use of a subsequent release of such Services or Materials, if such subsequent release is provided on a timely basis at no additional cost, and following a reasonable period for such subsequent release to be implemented, or (ii) the Company Indemnified Party's use of such Services or Materials in conjunction with software, data, or material not furnished by Supplier unless the possibility of such use was known, recommended, authorized or approved by Supplier. In the event that some or all Services or Materials furnished by Supplier are held or are believed by Company to infringe or misappropriate, Supplier shall, at its expense and without limiting any other remedy available to the Company Indemnified Party pursuant to this Agreement, either (x) modify such Services or Materials to make them non-infringing while retaining the same or equivalent functionality, (y) obtain for any Company Indemnified Party who had a right to use the Services or Materials, a license to continue using such Services or Materials or (z) replace the Services or Materials with substantially similar Services or Materials with the same or equivalent functionality.

(c) Claims Regarding Personal Information. Supplier shall indemnify and hold harmless any Company Indemnified Party from all losses, damages, injuries, costs and expenses (including without limitation court costs and reasonable attorneys' fees) arising out of the breach by any member of the Supplier Indemnifying Group of the Nondisclosure Section of this Agreement with respect to Personal Information, provided that the Company comply with the procedure set forth below.

(d) Procedure. The following procedure shall be applicable to indemnification sought pursuant to this Section. The Indemnified Party shall promptly notify the Indemnifying Party of a claim subject to this Section; provided however, that failure to do so shall not preclude such party's right to indemnification if such failure does not materially prejudice the Indemnifying Party, and if such failure does materially prejudice the Indemnifying Party then the Indemnified Party's rights shall only be diminished to the extent of the prejudice. The Indemnified Party shall control the defense and/or settlement of the claim; provided, however, that upon receipt of notice of the claim, the Indemnifying Party shall have the right to assume control of the defense of the claim by providing the Indemnified Party notice of such assumption within thirty (30) days after receipt of notice of the claim. The Indemnifying Party's control of the defense shall include the right to compromise or settle such claim for money damages which the Indemnifying Party shall pay with no admission of wrongdoing by the Indemnified Party; provided, however, that any compromise or settlement shall include an unconditional release of the Indemnified Party of all liability on such claim. Any other compromise or settlement must be approved by the Indemnified Party in writing, which approval shall not be unreasonably withheld, conditioned or delayed. If the Indemnifying Party assumes control of the defense, (i) the Indemnified Party shall participate in such defense and/or settlement as reasonably requested by the Indemnifying Party and at the Indemnifying Party's expense, and (ii) the Indemnified Party in any event may choose to continue to participate in the defense and/or settlement with counsel of its own choosing at its own expense.

10. Fees.

(a) Fees for Services. Services shall be provided at the price set forth in the SOW. Supplier shall not increase such price during the term or any renewal of the SOW.

Additional work by Supplier outside the original scope of work in the SOW shall not be charged unless specifically agreed in a writing signed by the parties.

(b) Purchase Orders, Invoices and Payment. Company shall issue a purchase order on or about the time of execution of a SOW. Notwithstanding the execution of a SOW, Company shall be liable only for Services ordered by written purchase order to Supplier. In the event of any conflict between the pre-printed terms and conditions on a purchase order and the relevant SOW and this Agreement, the terms of the SOW and this Agreement shall prevail. Supplier shall invoice Company monthly in arrears unless otherwise expressly specified in the applicable SOW. , Company shall issue payment for undisputed charges within thirty (30) days of Company's receipt of a correct invoice. If goods are provided in connection with the Services, Supplier shall separately itemize the charges for goods and the charges for Services.

(c) Expenses. To the extent set forth in the applicable SOW, reasonable travel and related living expenses incurred by Supplier in connection with the Services performed shall be invoiced and reimbursed by Company to Supplier. Supplier agrees that any such expenses for which Supplier shall seek reimbursement from Company shall be in accordance with Company's general policies for such expenses applicable to providers of goods and/or services to Company and must be approved in writing in advance by Company.

(d) Taxes.

(i) Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

(ii) Supplier shall be responsible for any sales, use, excise, value-added, services, consumption, and other taxes and duties payable by Supplier on any goods or services used or consumed by Supplier in providing the Services hereunder, or any subsequent amendment or modification hereto, if the tax is imposed on Supplier's acquisition or use of such goods or services and the amount of tax is measured by Supplier's costs in acquiring such goods or services.

(iii) Company shall be responsible for any sales, use, excise, value-added, services, consumption, and other taxes and duties assessed on any fees charged by Supplier to Company in the performance of this Agreement. Company may report and (as appropriate) pay such taxes directly if Company provides Supplier with a direct pay or exemption certificate.

(iv) The parties agree to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. Supplier's invoices shall separately state the amounts of any taxes Supplier is proposing to collect from Company. Each party shall provide and make available to the other any resale or direct pay certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials, or services, and other exemption certificates or information reasonably requested by either party.

(v) Supplier shall promptly notify Company and coordinate with Company the response to and settlement of, any claim for taxes asserted by applicable taxing authorities for which Company is alleged to be financially responsible hereunder. At Company's option and expense (including, if required by a taxing authority, payment of any such tax, interest or penalty prior to final resolution of the issue) Company shall have the right to request, which request shall not be denied, delayed, subject to any conditions, or withheld by Supplier, to seek administrative relief, a ruling, judicial review (original or appellate level) or other appropriate review ("Proceeding") (in a manner deemed appropriate by Company), as to the applicability of any tax, interest or penalty, or to protest any assessment and participate with Supplier in any legal challenge to such assessment. Notwithstanding the above, Company's liability for such taxes is conditioned upon Supplier providing Company notification within five (5) business days of receiving any proposed assessment of any additional taxes, interest or penalty due by Supplier, and Supplier shall provide Company with the necessary authority or powers of attorney to enable Company the opportunity to participate or have other appropriate review as to the applicability of any such taxes prior to any assessment of additional taxes. When requested by Company and at such entity's expense, Supplier shall cooperate with and/or allow Company to participate with Supplier in any such Proceeding, protest or legal challenge related to matters for which Company is alleged to be financially responsible. Notwithstanding the foregoing, Company's participation in any Proceeding shall not prohibit or inhibit Supplier from concluding or resolving matters related to Supplier's other clients, provided, however, that Supplier shall not pay any claimed liability relating to Company or settle any Proceeding unless Company has consented to such payment or settlement.

(vi) Supplier shall, upon the request of Company, expressly assign its right to any and all refund claims relative to Company's payment of any sales, use, excise, value-added, services, consumption, and other taxes and duties (hereinafter referred to as "Tax" or "Taxes") paid to Supplier pursuant to this Agreement, or at the request of Company, provide Company with a power of attorney designating Company as Supplier's duly authorized representative in a form sufficient to permit Company to make a refund claim for any said Taxes paid by Company pursuant to this Agreement. Supplier acknowledges and agrees that any refund claim assigned to Company hereunder or subject to a power of attorney granted to Company hereunder shall not be subject to any right of offset or limited in any respect. In the event the taxing authority does not allow a Supplier to assign its right to a refund claim or grant a power of attorney to Company to file a refund claim, Supplier shall, upon the request of Company, file an amended return or refund claim for Taxes paid by Company to Supplier. Supplier acknowledges and agrees that it shall pass on to Company, without any right of offset, any Tax refunds received by Supplier with respect to Company's previous payment of Taxes pursuant to this Agreement. In the event Supplier has any outstanding tax liabilities with any taxing authority which would prevent Company from directly obtaining a refund of taxes paid to Supplier through an assignment of such right or power of attorney as provided herein, or would prevent Supplier from obtaining such refund directly from said taxing authority, Supplier acknowledges and agrees that Supplier shall directly reimburse Company for all such taxes paid to Supplier by Company without any right of offset or other limitation.

(e) Payment by Electronic Sources. If payment by Company is made via an electronic source (including but not limited to electronic funds transfer (EFT), Buyer Initiated Payment, or other virtual payment types), Supplier authorizes the Company to deposit (credit) payments to the Supplier's bank or merchant account. Supplier represents and warrants the following: (i) the electronic transfer of funds will not contravene any statute, regulation, court order, contract or other law; and (ii) once funds are deposited, the Company shall have no control over, or responsibility or liability for, the disposition of such funds. Supplier shall retain a true and accurate copy of all documentation reflecting the terms and conditions for all payments by electronic sources made under this Agreement for a period of seven (7) years from the date of the electronic delivery of the related billing information relative to each such transaction. Supplier shall also retain any and all exemption certificates, resale certificates, direct pay permits or similar documentation relied upon by Supplier for not billing any otherwise applicable federal, state, country or local taxes to Company under the terms of this Agreement for a period of seven (7) years from the date of the electronic delivery of the related billing information relative to any payments by electronic sources made under this Agreement. Notwithstanding any provision of this Agreement to the contrary, Supplier agrees to indemnify and hold harmless Company, Company Affiliates, and each of Company's and Company Affiliates' respective directors, officers, employees and agents, from any claim, demand or action by any taxing authority or agency thereof, for any interest or penalty resulting from the failure of Supplier to maintain any of the documentation required to be retained pursuant to this Section.

11. Dispute Resolution.

(a) Governing Law. This Agreement and each SOW shall be governed by and interpreted in accordance with the laws of the State of Virginia without regard to any of its choice of law principles that would require the application of the law of any other jurisdiction. Notwithstanding the foregoing, the parties agree that the Uniform Computer Information Transactions Act (UCITA), if and to the extent enacted in such State, shall not apply to this Agreement or any SOW or any performance thereunder and the parties expressly opt-out of the applicability of UCITA to this Agreement and any SOW. The parties consent to exclusive jurisdiction and venue in the State of Virginia for any formal legal proceeding authorized pursuant to this Agreement.

(b) Dispute Resolution.

(i) Arbitration. Any dispute arising out of or relating to this Agreement or any SOW hereunder, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration (the "Rules") by three arbitrators appointed by CPR in accordance with the Rules. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Arbitration proceedings shall take place in the city of Company's location or such other location designated by Company. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, status or results of any arbitration hereunder without the prior written consent of both parties. The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the parties

arising out of or relating to this Agreement or any SOW hereunder except as otherwise expressly provided in this Agreement.

(ii) Exceptions. This Section shall not be construed to prevent a party from instituting, and a party is specifically authorized to initiate formal legal proceedings at any time (A) to obtain or preserve a superior position (or maintain parity) with respect to other creditors, (B) to include the other party in a third party action in which indemnification may be sought pursuant to this Agreement, (C) to seek (1) a temporary restraining order, (2) an injunction, or (3) other equitable relief to protect a party's CI or Company's or Company Affiliates' PI or other intellectual property, or (D) when expressly permitted pursuant to this Agreement.

12. Insurance.

(a) Supplier shall obtain and keep in force the following insurance issued by insurance carriers with an A.M. Best rating of A- or better and with the following minimum limits:

(i) General Liability Insurance with limits not less than \$1 million per occurrence;

(ii) Auto Liability Insurance with limits not less than \$1 million per occurrence;

(iii) Professional Errors and Omissions Insurance covering the activities of Supplier written on a "claims made" basis with limits not less than \$5 million per claim;

(iv) Crime Insurance or Fidelity Bond covering the activities of Supplier written on a "loss discovered" basis with limits not less than \$5 million per claim;

(v) Worker's Compensation Insurance with minimum limits as required by state law in the applicable jurisdictions;

(vi) Employer's Liability Insurance with limits not less than \$1 million per injury;

(vii) Network Security/Privacy Liability (Cyber Liability) Insurance in the amount of \$5 million dollars per occurrence including but not limited to protection of private or confidential information whether electronic or non-electronic; network security and privacy liability; protection against liability for systems attacks, denial or loss of service, introduction, implantation or spread of malicious software code; protection against liability for security breach, unauthorized access and use of data including regulatory action expenses and notification and credit monitoring expenses; and

(viii) Such other insurance as the Company may reasonably require.

(b) Supplier shall name Company, Company Affiliates, and Company's and Company Affiliates' officers, directors, employees and agents as additional insureds on the General Liability, Auto Liability, and Cyber Liability policies. Supplier agrees to require its

insurers to waive all rights of subrogation. Supplier shall provide proof of insurance to Company upon Company's request and will provide thirty (30) days' written notice to Company of any cancellation of a policy or material change in any policy. The amount and/or availability of Supplier's insurance shall in no way limit or impact Supplier's liability pursuant to this Agreement or any SOW.

13. Miscellaneous Provisions.

(a) Company Records. Supplier shall maintain accurate records of all amounts billable to, and payments made by, Company pursuant to this Agreement in accordance with generally accepted accounting principles. Supplier also shall retain all records and documentation of Supplier relating to Services, including invoices, correspondence, contracts, and service logs, for a period of one year following the expiration or termination of the applicable SOW unless a different period is specified elsewhere in this Agreement or in the applicable SOW or unless Company requests an earlier return or destruction in writing pursuant to the terms of this Agreement. Company shall have access to and the right to copy such records, upon prior written request to Supplier, at all reasonable times during Supplier's normal business hours during the period in which Supplier is required to maintain such records. Supplier further agrees to cooperate to the fullest extent possible with any request for records or other information submitted by Company or on its behalf and relating to any request or order Company or a Company Affiliate receives from any state or federal court, agency or administrator.

(b) Independent Contractor. Supplier Personnel are independent contractors with respect to Company, and Supplier shall be solely responsible for their supervision, daily direction and control. Nothing in this Agreement or any SOW shall be construed to create a partnership, joint venture, or agency relationship between the parties. Nothing in this Agreement or any SOW shall be interpreted or construed as creating the relationship of employer and employee between Company or its Affiliates and any Supplier Personnel. Each party shall be solely responsible for payment of all compensation owed to its employees, subcontractors, outsourcers, and agents, and for all federal and state income tax withholding, Social Security taxes, and unemployment insurance applicable to such individuals or entities. Each party shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such party's employees, subcontractors, outsourcers, and agents may be entitled. Each party agrees to indemnify and hold harmless the other party, its Affiliates, and each of such other party's or such other party's Affiliates' directors, officers, employees and agents, against any claims that the indemnified party has failed to pay compensation or taxes or provide insurance or benefits for employees, subcontractors, outsourcers or agents of the indemnifying party.

(c) Assignment/Subcontracting/Outsourcing. This Agreement and any SOW hereunder may not be assigned in whole or in part without the prior written consent of the other party, except to (i) an Affiliate, or (ii) any successor to all or substantially all of the stock or assets of the assigning party via merger, acquisition or other similar corporate transaction. Supplier may not subcontract or outsource any of its obligations pursuant to this Agreement or any SOW in whole or in part without the Company's prior written consent, except to (i) an Affiliate, or (ii) any successor to all or substantially all of the stock or assets of Supplier party via merger,

acquisition or other similar corporate transaction. Any purported assignment, subcontracting or outsourcing without consent when required shall be deemed null and void and of no effect. Supplier shall remain responsible for permitted assignees', subcontractors', and outsourcers' performance pursuant to this Agreement and any SOW as if Supplier performed the Services itself and shall ensure that all such entities and their employees and agents are bound by and comply with the terms and conditions of the SOW and this Agreement, including without limitation, the Sections regarding intellectual property and nondisclosure.

(d) Force Majeure. Except as set forth below, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement or any SOW to the extent such delay or failure arises by reason of any act of God, any governmental requirement or war; provided, that if Supplier is the party experiencing such failure, it shall have exhausted the procedures described in its business continuity plan. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other party of the nature and extent of any such condition referred to in the preceding sentence, and (ii) use due diligence to remove any such causes and resume performance under this Agreement and the applicable SOW as soon as feasible. Company shall not be required to pay for Services not delivered due to a force majeure event. Company may terminate at its option the whole or any part of any SOW if such a situation continues for at least fifteen (15) days, and if Company elects a partial termination, the provisions of this Agreement related to SOW termination shall apply to the part of the SOW terminated. Company may elect additional terminations, in whole or in part, for as long as the situation continues.

(e) Entire Agreement. This Agreement (including all attachments hereto) and the applicable SOW shall constitute the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter described therein. This Agreement and any SOW may be executed in multiple originally signed counterparts and such counterparts of each document shall constitute one binding document. A facsimile signature shall have the same force and effect as an original signature. This Agreement, any attachments thereto, and any SOW may not be modified or amended except in writing signed by the parties.

(f) Survival. Upon termination or expiration of this Agreement or any SOW, nothing herein shall be construed to release either party from any obligation that matured or liability that accrued prior to the effective date of such termination or expiration. The provisions of this Agreement or any SOW which give the parties rights beyond the termination or expiration of this Agreement or such SOW shall survive such termination or expiration, including without limitation, the Sections titled Term and Termination, Nondisclosure, Intellectual Property, Limitations on Liability, Indemnification, Fees, Dispute Resolution, and Miscellaneous.

(g) Invalidity. If any provision of this Agreement or any SOW is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement or such SOW as a whole, but this Agreement or such SOW shall be construed as though it did not contain the particular provision or provisions held to be invalid or unenforceable.

(h) Waiver. No waiver shall be deemed to be made by any party of any of its rights hereunder unless the same shall be in a writing signed by the waiving party, and any waiver

shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or the obligations of any party in any other respect at any other time.

(i) Construction. Section headings herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any SOW. The language in all parts of this Agreement and any SOW shall be in all cases construed according to its fair meaning and not strictly for or against either party. For purposes of this Agreement and any SOW, (x) the singular includes the plural and vice versa, (y) the word “including” and words of similar import shall mean “including, without limitation,” and (z) the word “shall” will be interpreted as mandatory not permissive.

(j) Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by overnight delivery, when faxed with confirmation of transmission or when delivered by hand (i) if to Company, the Company Project Manager at the address in the relevant SOW, with a copy to: General Counsel, at _____, facsimile , or (ii) if to Supplier, to the Supplier Project Manager at the address in the relevant SOW, with a copy to **Peter Ridgley**, at pridgley@verterim.com, facsimile (508) 425-2427.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

Verterim Inc.

By: 

Print Name: Peter Ridgley

Title: President

Date: September 14, 2018

Genworth North America Corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A SOW Form

This Statement of Work No. ___ is subject to that certain Master Services Agreement by and between [Supplier full legal name] (“Supplier”) and Genworth North America Corporation (“Company”) dated as of _____, 20__ (the “Agreement”). This document constitutes a SOW as defined in the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement. The commencement date of this SOW shall be _____, 20__ (“Commencement Date”).

This SOW shall have a term of _____, with automatic renewals for successive _____ terms, unless Company provides Supplier written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Company Project Manager:

Name:
Address:
Telephone:
Fax:

Supplier Project Manager:

Name:
Address:
Telephone:
Fax:

Description of the Services: [Provide clear, objective description of the services and deliverables. Include/attach requirements or specifications, if applicable. Include service levels, if applicable.]

Duration of Services with beginning and end dates and project milestone dates, if applicable:

Acceptance Criteria and Process: [Describe any additional warranties, acceptance criteria, process for submitting deliverables, timeframe for identifying defects, and Supplier obligations to cure defects]

Fees: [Specify fee and whether a fixed fee or based upon time and materials. If based upon time and materials, include rate schedule and a not-to-exceed price. Specify if Genworth entity is to pay Supplier's travel or other expenses.]

Company responsibilities: [Specify any project specific responsibilities of Company. Insert any third party licenses or other agreements Company must obtain to use the Services. If none, delete this section.]

Genworth North America Corporation

[Supplier legal entity:]

Signature: _____

Signature: 

Name: _____

Name: Peter Ridgley

Title: _____

Title: President

Date: _____

Date: September 14, 2018

Exhibit B

Security Requirements

This Exhibit B forms a part of that certain Master Services Agreement to which it is attached. In the event of any conflict between this Exhibit B and the Agreement, the terms of this Exhibit B will prevail.

1. Security Self-Assessment. Supplier will provide the Standard Information Gathering Lite Report and ISO or NIST analysis reports to Company upon request.
2. Training. Supplier Personnel who will have direct access to Company's or Company Affiliates' systems must complete successfully Company's online security/data privacy training prior to such access and Company's annual online refresher training. Supplier Personnel who will access data related to Company or Company Affiliates on Supplier's systems must complete successfully security/data privacy training provided by Supplier prior to such access and annual refresher training provided by Supplier. Supplier Personnel who will have access to Company's or Company Affiliates' Protected Health Information as defined in 45 Code of Federal Regulations Section 160.103, as amended from time to time, must complete successfully prior to such access training provided by Supplier with respect to the maintenance, use and disclosure of such information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and annual refresher training provided by Supplier. If requested by Company, Company may review and require its approval of any training provided by Supplier to fulfill these requirements. All training required under this paragraph will be at no additional cost to Company.
3. Supplier Vulnerability Assessment. If Supplier collects, stores or processes data related to Company or Company Affiliates on Supplier's systems, Supplier shall conduct a credentialed vulnerability assessment against Supplier production application and servers on a yearly basis with at least 6 months between assessments. The assessment will cover the production application and servers as well as any other instances such as test, development and staging that have access to Company's or Company Affiliates' production data. Vulnerability assessments must include information on current server patch status for operating system as well as application level patching. Vulnerability assessments must also check for vulnerabilities (both coding and patching levels) for applications and include, at a minimum, checks against the OWASP Top 10 application vulnerabilities per <http://owasp.org/>. Credentialed vulnerability assessments can be done using automated tools such as Tenable Nessus, Rapid7 NeXpose, IBM AppScan, HP WebInspect, Qualys, Security Rating software such as BitSight Technologies or Security Scorecard or other tool approved by Company prior to the assessment or performed manually by Qualified Personnel. Qualified Personnel will have industry standard certifications in vulnerability assessments, penetration testing, ethical hacking as well as experience in vulnerability assessment methodologies. Within one week of completion

of the vulnerability assessment, Supplier will provide to Company a detailed remediation and or mitigation plan for all vulnerabilities.

4. Data Protection. Supplier will protect electronic data used in connection with the Services as described herein. Data at rest in the production environment, on all backup media, and during transmission will be encrypted with a solution that uses 256 bit Advanced Encryption Standard or better, industry standard algorithms, and that is certified under Federal Information Processing Standard 140-2 issued by the National Institute of Standards Technology. Data at rest in non-production environments shall either be encrypted as specified above or individually identifiable data elements must be replaced with fictitious data.
5. Data Loss Prevention. Supplier will use commercially available data loss prevention technology designed to detect and prevent unauthorized transmission of electronic data obtained or created in connection with the Services through various methods, including but not limited to email, network traffic, USB devices, CDs/DVDs, and print. Supplier will implement features of such technology that are designed to both detect and prevent unauthorized transmission using rules within the technology that are reasonably related to the specific type of data handled by Supplier. Supplier will (i) investigate any evidence of a potential or actual unauthorized transmission detected by such technology, (ii) identify, prevent and mitigate the effects of any such potential or unauthorized transmission, (iii) carry out any action necessary to remedy the cause of the potential or unauthorized transmission and prevent a recurrence, and (iv) notify Company of the progress and results of the foregoing. Supplier's obligations under this section shall be in addition to any other obligations Supplier may have under the Agreement with respect to a data breach.
6. Permitted System/Equipment Usage. Any data used in connection with the Services must be processed and stored by Supplier Personnel on Supplier-provided equipment and/or systems or, if necessary to provide the Services, on equipment and/or systems provided by Company for Supplier Personnel to access Company systems. Unless expressly authorized by Company in writing, data used by Supplier Personnel in connection with the Services may not be processed or stored on personal equipment, personal e-mail accounts or other personal software.
7. Access Controls. Access to data used in connection with the Services must be limited to only those Supplier Personnel who have been authorized by Supplier and have a clear operational need for such access. Upon Company's request, Supplier will provide a list of individuals by User ID and role who have access to data used in connection with the Services. Supplier will maintain access controls for all environments holding data used in connection with the Services, including but not limited to production, staging, test and development environments, including without limitation the following access controls:
 - (a) Review appropriateness of system access rights and revoke such rights (e.g., due to personnel termination or role change) on at least a monthly basis; and

- (b) Use of two-factor authentication (e.g., (1) access-controlled facilities in conjunction with User ID and password, or (2) User ID and one-time use password); and
- (c) Enforcement of strong passwords that are 8 or more characters in length, and include at least three of the following four classes of characters: (1) upper case letters, (2) lower case letters, (3) numbers, and (4) special characters (e.g. “!#\$%^&*,.?@”). Passwords may not contain the user id.

8. Business Continuity/Disaster Recovery.

- (a) Maintenance of Plan. If Supplier collects, stores or processes data related to Company or Company Affiliates on Supplier’s systems, Supplier shall maintain and comply with a reasonable disaster recovery, crisis management and/or business continuity plan (the “Plan”) acceptable to Company which is capable of ensuring Supplier shall be able to continue to provide the Services in accordance with the SOW and this Agreement in the event of a disaster or other significant event (including a force majeure event) that might otherwise impact Supplier’s operations. Upon request, the Supplier will provide Company a copy of its current Plan and will review with Company the contents of the Plan. The Supplier will not alter the Plan in a manner that would materially reduce Supplier’s disaster recovery/business continuity capabilities with respect to the Services. Supplier will treat Company consistently with its other clients with respect to the implementation of the Plan.
- (b) Testing the Plan. Company shall have the right to participate in Supplier’s testing of the Plan with respect to the Services, which shall take place no less than once each year. Each year, Supplier will provide Company with a copy of its testing plan for the year no later than 90 days prior to the start of testing. Supplier will provide Company with a summary of the results of such test. If the Plan fails any such test in any material respect, upon Company’s reasonable request, Supplier will re-test relevant portions of the Plan with Customer’s participation within three (3) months of such failure. Notwithstanding the foregoing, Supplier will notify Customer of any material failures in its disaster recovery or business continuity capabilities that Supplier believes would be reasonably likely to impact Supplier’s performance of the Services.
- (c) Deficiencies in the Plan. If Company determines that Supplier’s Plan or implementation is insufficient to protect Company’s property and interests, Company may give Supplier notice of such determination. Upon receiving such notice, Supplier shall have thirty (30) days thereafter to make the Plan changes and take the implementation actions reasonably requested by Company. Supplier’s failure to take such actions shall give Company the right to terminate for cause the Agreement and any or all Statements of Work or portions thereof immediately upon written notice to Supplier with no additional cure period required.