

# MetricStream

## EXHIBIT ORDER FORM NO. 3

This Order Form ("Order Form") supplements the Application Service Provider Agreement entered into by and between MetricStream, Inc., and the Federal Home Loan Bank of Chicago ("Customer") and dated November 15, 2016. MetricStream and Customer may be referred to individually as a "Party" and collectively as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the MetricStream will provide Customer with the following additional content:

Cloud Application:	MetricStream will provide the Customer with the following Application(s): Internal Audit, Enterprise Risk Management, Compliance Management and Premium Cloud Hosting.
Type of License:	Annual Subscription License.
Number of Authorized Users:	30 Regular, 50 Medium, and 500 Light Users.
Subscription Begin Date:	The Subscription Begin Date shall be November 1, 2019.
Subscription Term:	12 months starting from Subscription Begin Date of this Order Form ('Initial Term'). On expiry of the Initial Term, this Order Form will automatically renew each year thereafter (each a 'Term') unless, either Party notifies its intention not to renew the Term, with written notice of not less than 90 days before the end of the then current Term.
License Fee:	\$43,036
Cloud Services Fee:	\$63,600
Invoice Schedule:	As used herein, "Fees" are defined as, collectively or individually, the License Fee and Cloud Services Fee. First year's Fees is due upon signing of this Order Form. For each year thereafter, the Fees will be invoiced 30 days prior to the anniversary signature date of this Order Form.
Fee for Renewal Terms	The Fees for each subsequent Term shall be increased by 2%.
Payment Terms:	Net 30 days from the date of Invoice. MetricStream may charge Customer a one and one-half percent (1 ½%) finance charge to be calculated monthly with respect to all outstanding amounts not paid within thirty (30) days following the due date on an invoice
Data Centre Location:	USA
Invoice Address:	Customer Name; Federal Home Loan Bank of Chicago Attn: Tom Harper Email: tharper@fhlbc.com Phone: 312-565-5768
Purchase Order Information:	<input type="checkbox"/> If no Purchase Order is required. <input type="checkbox"/> If Purchase Order required, Purchase Order No.: _____. Purchase Orders must be issued within two (2) weeks of the Subscription Start Date. Failure to issue a Purchase Order shall not relieve Customer of its obligations to pay all invoices pursuant to the Payments Terms above. To the extent any terms in the PO conflicts with this Order Form, the terms of this Order Form shall govern.
Documentation List:	User's Manual, System Administrator Manual and Training Documents

### **Premium OnDemand Cloud Services Description**

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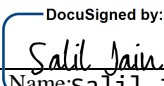
The Premium Cloud Services includes:

- Unlimited number of MetricStream Applications
- Supports unlimited named users
- Supports up to 2000 active/concurrent users
- Production Environment - Dedicated Instance
- Pre -Production Environment - Dedicated Instance
- Disaster Recovery Environment - Dedicated Instance in a separate Data center
  - In the event of a Disaster, the disaster recovery instance will be brought online. The Recovery Time Objective (RTO) is less than six (6) hours and the Recovery Point Objective (RPO) is less than 1 hour. Backup application servers are not used, nor are redundant locations.
- System administration and support services as set forth in the Service Level Agreement in Exhibit B
  - Application and database performance tuning services
  - Backup and Recovery Services
    - Perform daily backups of data off the server and backups of data off site. All Licensee data will be encrypted for these backups. In the event of system failure, data could potentially be lost for up to a 1-hour period.
    - Encrypted Backup retention (off-site) is 15 days
    - If data from the system is accidentally deleted by Licensee, restoration of this data may be charged at MetricStream's then current hourly rates.
  - Network Connectivity
    - A 100GB/month bandwidth will be provided to Licensee. This is normally sufficient for access.
    - Access to the Internet from the Licensee's site and/or computers will be the responsibility of the Licensee.
  - Encryption of data-in-transit and data-at-rest
  - 24/7 Network Operations Center (NOC) and Service Operations Control (SOC)
  - Host Intrusion Prevention System (HIPS)
  - Third party Identity Access Management (IAM) integration (LDAP/AD/SSO)
  - IP Filtering
  - Compliance - SOC2, and HIPAA

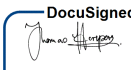
In the event of any conflict between the terms of this Order Form and those of the Agreement, the terms of this Order Form shall govern.

**IN WITNESS, WHEREOF**, the Parties intending to be legally bound have caused this Order Form to be executed by their duly authorized representatives as of the later date written below.

## METRICSTREAM, INC.

By:    
 Name: Salil Jain   
 Title: Chief Client Officer   
 Date: 12/23/2019

## FEDERAL HOME LOAN BANK OF CHICAGO

By:    
 Name: Thomas H. W. Harper   
 Title: EVP GA   
 Date: 12/19/2019

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