METRICSTREAM
CLOUD SERVICES AGREEMENT

This CLOUD SERVICES AGREEMENT (the "Agreement") is effective as of January 31, 2020 ("Effective Date") and is entered into by and between MetricStream, Inc., a Delaware corporation with its principal place of business at 2479 East Bayshore Rd, Suite 260, Palo Alto, California 94303 ("MetricStream" or "Company"), and State Street Bank and Trust Company, A Massachusetts trust company whose principal place of business is Once Lincoln Street, Boston, MA 02111 ("State Street" or "Customer") (each a "Party" and collectively the "Parties") as of the "Agreement Effective Date" (both as defined below):

with notices to be delivered to:	State Street Bank and Trust Company One Lincoln Street Boston, Massachusetts 02111-2900 Attention: General Counsel With Copy to: Chief Procurement Officer
"Term"	Annual subscription terms set forth in Section 3 of Exhibit A, MetricStream Terms and Conditions.
"MetricStream Terms and Conditions	Attached hereto as Exhibit A
Service Levels	Attached hereto as Exhibit B.
"Acceptable Use Policy"	Attached hereto as Exhibit C
"Security Schedule"	Attached as Exhibit D
"Data Privacy Addendum"	Attached as Exhibit E
"List of Subcontractors"	Attached as Exhibit F
"Open Source Component"	Attached as Exhibit G
"Human Trafficking"	Attached as Exhibit H
"List of 3rd Party Products"	Attached as Exhibit I as applicable.
Order Form	Attached as Exhibit J
Audit Methodology	Attached as Exhibit K
Master Services Agreement	Attached as Exhibit L

Agreement Terms. This Agreement shall consist of the MetricStream Terms and Conditions, Service Level Agreement, Acceptable Use Policy, Security Schedule, Data Privacy Addendum, Human Trafficking Exhibit, the Non-Disclosure Agreement and all applicable Purchase Orders, MetricStream Order Forms and all other attachments, addenda, and amendments which reference this Agreement and are signed by both Parties. This Agreement constitute the entire agreement between the Parties with respect to its subject matter, and supersedes all prior or contemporaneous agreements, understandings, representations, warranties, promises, and discussions, whether written or oral, between the Parties regarding the same. In the event of a conflict between the terms of this Agreement and an applicable MetricStream Order Form, this Agreement shall govern unless specifically provided for otherwise in the MetricStream Order Form.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

STATE STREET BANK AND TRUST COMPANY	**METRICSTREAM, INC.**
By: Michael L. Richards	By:
Name: MICHAEL L RICHARDS	Name: Jessica Zhou
Title: EVP - General Auditor	Title: Chief Legal Officer
Date: 1/30/2020	Date: 1/31/2020

EXHIBIT A

METRICSTREAM TERMS AND CONDITIONS

1.0 DEFINITIONS

1.1 "Affiliates" "Affiliate(s)" whether capitalized or not, means, with respect to a specified person, any person that directly or indirectly controls, is controlled by, or is under common control with the specified person, for as long as such relationship remains in effect where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such Person, whether through ownership of at least fifty percent (50%) of the voting securities, by contract or otherwise. For the avoidance of doubt, with respect to State Street, any Affiliates shall include Affiliates of State Street Bank and Trust Company and, its parent, State Street Corporation.

1.2 "Cloud Services" means the Software, access to the Cloud Application, network access, monitoring and maintenance of the Software and related services, as described in the applicable Order and Service Level Agreement attached hereto as an Exhibit B and incorporated herein.

1.3 "Cloud Applications" means the MetricStream Software applications to be made available to Customer as part of the Cloud Services.

1.4 "Confidential Information" as defined in Section 7.

1.5 "Customer Content" means all data and information that Customer uploads into the Cloud Services.

1.6 "Documentation" means MetricStream's documentation for the Cloud Services, in any medium, electronic or written, including that which is currently published and delivered (whether physically with the Software or on a MetricStream web site) to Customer by MetricStream under this Agreement, which describes the content and functionality of the Cloud Services and how to use the Cloud Services including details regarding the performance and operational characteristics of the Cloud Services and all technical, systems and user manuals, drawing, diagrams or other materials.

1.7 "Intellectual Property Rights" means all of the following in any jurisdiction throughout the world and whether existing now or in the future: (a) patents and patent disclosures; (b) copyrights and copyrightable works; (c) trademarks, service marks, trade dress, trade name, logos, and other designations a party uses in connection with its business (whether registered or unregistered); (d) trade secrets and know-how; (e) any other proprietary or intellectual property rights.

1.8 "Purchase Order" means a written order issued in electronic form by the Customer confirming payment obligations as applicable under the MetricStream Order Form or SOW (as this term is defined in the Master Services Agreement, attached hereto as Exhibit L).

1.9 "MetricStream Order Form" means MetricStream's ordering document for Cloud Applications and Services in the form of the Order Form attached to this Agreement Each Order Form shall be consecutively numbered and shall reference the MetricStream Agreement number above and the Effective Date of this Agreement. Customer's initial purchase of Cloud Applications and Services is reflected in Order Form No. 1, attached hereto as Exhibit to the Agreement.

1.10 "Master Services Agreement" means agreement for professional consulting services Master Services Agreement between MetricStream and Customer, which attached hereto as Exhibit L and is hereby incorporated by reference and Company dated of December 30, 2011.

1.11 "Non-Disclosure Agreement" means that certain agreement concerning confidentiality entered into by and between Customer and MetricStream, dated November 6, 2019.

1.12 "Security Incident" means any loss, destruction, theft, or unauthorized access, use or disclosure of State Street Data (as defined in the Security Schedule D), which includes Customer's Confidential Information.

1.13 "Security Schedule" means that certain Security and Data Privacy Schedule, dated as of the date of this Agreement, between MetricStream and Customer, which attached hereto as Exhibit D and is hereby incorporated by reference.

1.14 "Services" means any services related to the Cloud Services, Service Level Agreement or any other professional services provided by MetricStream to Customer (and set forth in an applicable SOW).

1.15 "Software" means the computer programs and applications, in machine readable (object code) form as described in the, related Documentation and any supporting materials in either machine readable or hard copy form.

1.16 "Subscription Term" shall mean the term as set forth in the applicable MetricStream Order Form.

2.0 CLOUD SERVICES

2.1 Cloud Services. MetricStream will provide Cloud Services in accordance with this Agreement and an applicable MetricStream Order Form and a Purchase Order issued by Customer.

2.2 Access to the Cloud Applications. MetricStream hereby permits Customer access to and use of the Cloud Applications as described in the applicable MetricStream Order Form. Customer may not use the Cloud Applications to process information owned by or for the benefit of any third party unless such use is specifically in connection with Customer's authorized use of the Cloud Applications as specified in the applicable MetricStream Order Form. In consideration of the access and permissions granted herein, Customer shall pay the fees in the amount and in accordance with the payment terms set forth in the applicable Metric Stream Order Form. Affiliates, regulators, consultants, and authorized contractors of Customer are hereby authorized to access to and use of the Cloud Services and/or Cloud Applications. Customer represents that its consultants and authorized contractors, who have access to the Cloud Application, are or will be bound by confidentiality provisions which are, at the least as stringent as the provisions contained in the Non-Disclosure Agreement.

Customer shall have no obligation to order any products or services by virtue of this Agreement alone. Whenever Customer does order products or services hereunder, Customer shall issue a written or electronically transmitted Purchase Order to MetricStream prior to delivery. No product or service shall be delivered prior to receipt of such Order by MetricStream. Customer shall not be obligated to pay for any product or service for which it has not issued a Purchase Order to MetricStream. MetricStream shall not be obligated to provide any product or service to Customer until it receives a MetricStream Order Form. The terms and conditions of this Agreement shall prevail over any additional or conflicting terms included on such Purchase Orders or on MetricStream's acknowledgments, quotes or invoices.

Orders placed and acknowledgments sent under this Agreement may be sent in writing or by electronic means. The Parties agree that: (i) these electronic transmissions shall be deemed to satisfy any legal formalities requiring that agreements be in writing, (ii) neither party shall contest the validity or enforceability of any such electronic transmission under any applicable statute of frauds, and (iii)

computer maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

MetricStream shall deliver the products or services on the dates indicated. Payment for invoices that do not conform to MetricStream Order Form, Customer Order and/or this Agreement may be delayed.

All products or services furnished by MetricStream under the terms of this Agreement shall be subject to inspection and acceptance by Customer.

Customer's acceptance of a MetricStream Order Form shall not be unreasonably withheld.

2.3 Acceptance of the Cloud Services. Customer shall test the Cloud Services to ensure that it performs in accordance with the applicable Documentation to the reasonable satisfaction of Customer. Customer shall have thirty (30) days from the completion of Cloud Services ("Acceptance Period") to test and accept or reject such Cloud Services as being in compliance with applicable Documentation and will provide written notice thereof to MetricStream. If the Cloud Services is substantially in conformity with the applicable documentation, then on or prior to expiration of the Acceptance Period, Customer shall provide MetricStream with written notice of acceptance ("Acceptance"). In the event Customer provides notice that the testing results do not meet applicable Documentation, MetricStream shall remedy any deficiency promptly, but no greater than fifteen (15) business days and notify Customer that the deliverable is available for testing as provided above. In the event MetricStream is not able to remedy the defect, Customer may terminate this Agreement with respect to the applicable deliverable, and MetricStream shall refund the fees prepaid by Customer with respect to such deliverable, In the event Customer does not provide the response indicating its Acceptance or listing deficiencies within the Acceptance Period defined above MetricStream shall notify Customer of such failure ("Final Notification") in writing (for that purpose notice may be in an email) and Customer shall promptly provide the response within ten (10) days of receipt of Final Notification.

2.4 Affiliates may submit a MetricStream Order Form to MetricStream under this Agreement. Customer's Affiliates may receive services or procure the software or services from MetricStream under this Agreement. In such event, each Customer Affiliate that signs a MetricStream Order Form confirmed by a Purchase Order or Statement of Work shall be deemed to be Customer as such term is used herein and shall be subject to the terms and conditions of this Agreement and beneficiary of all rights hereunder. Each Customer Affiliate shall be solely responsible for its obligations under each applicable MetricStream Order Form, Purchase Order or the Statement of Work signed by such Customer Affiliate including compliance with this Agreement in relation to any such Orders and Statements of Work. Each Customer Affiliate shall be entitled to enforce its rights under this Agreement directly against Metric Stream, independent of Customer, in relation to Orders and Statements of Work that the State Street Affiliate is signatory to. Subject to a Customer Affiliate complying with the terms and conditions of this Agreement, no breach or termination of this Agreement by Customer or any other Customer Affiliate in relation to the MetricStream Order Form, Purchase Orders or Statements of Work that Customer or such other Customer Affiliate are signatories to will have any impact on the rights of the Customer Affiliate to enforce this Agreement in relation to Orders and Statements of Work that such Customer Affiliate is signatory to, which rights will continue notwithstanding any such breach or termination. For avoidance of doubt, MetricStream is under no obligation to provide products or services to new Customer Affiliates until there remain unpaid undisputed invoices by those new Customer Affiliates, provided that Metric Stream has notified new Customer Affiliates of undisputed invoices according to the terms of this Agreement.

2.6 Limitation of Rights. Customer acknowledges that Customer's rights in and to the Cloud Applications are solely as set forth in Section 2.2 hereto and do not include any rights of ownership. Customer agrees that MetricStream owns all right, title and interest, including but not limited to copyright, patent, trade secret and all other Intellectual Property Rights, in and to the Cloud Applications, and any changes, modifications or corrections thereof. All Customer Content is owned solely by Customer and is the Confidential Information of Customer. Subject to the terms and conditions of this Agreement State Street grants to MetricStream a worldwide, royalty-free, non-exclusive and non-transferable license to store, manage the Customer Content, all solely in connection with and for the purposes of providing the Cloud Services to Customer hereunder. Such license shall terminate immediately upon the termination of this Agreement.

2.7 Professional Services. The Parties acknowledge and agree that if Customer requires professional services such professional services will be provided under a statement of work governed by the Master Services Agreement.

3.0 TERM AND TERMINATION

3.1 Term. The Term of this Agreement shall begin upon the Effective Date and shall remain in effect until terminated pursuant to this Agreement.

3.2 Term of MetricStream Order Form. Each MetricStream Order Form shall last for the duration of the initial term set forth on that MetricStream Order Form ("Initial Term"). Each MetricStream Order Form may be renewed for additional terms (each a "Renewal Term") as set forth herein. The Initial Term of a MetricStream Order Form together with all Renewal Terms are herein referred to the Term ("Term"). MetricStream shall issue a renewal notice to Customer at least ninety (90) days prior to the expiration of the then current Term for an applicable Metric Stream Order Form. Customer shall have no more than sixty days (60) prior to the expiration of the then current Term to reject the renewal notice issued Customer. For avoidance of doubt, should Customer fail to reject the renewal notice sixty (60) days prior to the expiration of the then current Term, the MetricStream Order Form shall automatically renew for another one (1) year Renewal Term. The Parties may agree to renew an applicable MetricStream Order Form by MetricStream's issuance of an applicable MetricStream Order Form and Customer's acceptance of the MetricStream Order Form by its issuance of a Purchase Order for each Renewal Term. The Fees for each subsequent Renewal Term shall be agreed between the Parties and shall not exceed 2.5 % of the fee applicable in the prior Term.

3.3. Additional Customer Orders. In the event Customer wishes to purchase additional products or services, the Parties shall execute an additional MetricStream Order Form and confirm it by means of a Purchase Order.

3.4 Termination.

3.4.1 For Breach. Either Party may terminate this Agreement or the MetricStream Order Form upon written notice to the other Party if a Party materially defaults in the performance of any material provision hereunder, and if such default continues and is not cured by the breaching Party within thirty (30) days after written notice thereof. Such termination right is in addition to, and not in limitation of, any other remedies available to a Party.

3.4.2 Customer may terminate this Agreement or any MetricStream Order Form, without cause and without liability or penalty, at any time upon thirty (30) days' prior written notice to MetricStream. Customer shall not be liable for any obligation, liability or penalty with respect to exercising its

termination rights provided for in this Agreement. For the avoidance of doubt, Customer shall not be entitled to a refund of pre-paid fees in the event of such termination for convenience.

3.4.3 Should Customer terminate this Agreement or the MetricStream Order Form for cause, Customer shall be entitled to a pro-rated refund of the fees for the remaining Term as defined under the applicable Order.

3.5 Effects of Termination. Upon expiration or termination of this Agreement; (a) Customer shall: (i) cease using the Cloud Services; and (ii) certify, by email being sufficient, to MetricStream, upon request, within one (1) month after expiration or termination that Customer has destroyed or has returned to MetricStream all related documentation and copies thereof; and (b) MetricStream shall return to Customer all data furnished by Customer in connection with this Agreement, however if any MetricStream Services are required to migrate Customer's data to other systems, the Parties shall mutually agree to a transition plan more fully defined in an executable SOW issued pursuant to the Master Services Agreement and any applicable provisions of this Agreement. Termination of this Agreement shall not relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement for Services performed by MetricStream prior to termination. Termination of this Agreement shall not relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement for Services performed by MetricStream prior to termination. All such payments shall be made by Customer within thirty (30) days of any termination of this Agreement. In the event of termination, within twenty (20) business days of Customer's delivery of a hard drive (or other backup medium) to MetricStream, MetricStream shall provide a backup copy of Customer's production data and application files in a machine-readable format and should be able to load and print.

3.6 Termination Assistance.

Upon any termination of the Agreement, Metric Stream shall, upon Customer's request, continue to provide the Cloud Application to Customer pursuant to the terms of this Agreement for a transitional period of up to twelve (12) months (the "Transition Period"). Access to the Cloud Application during the Transition Period will be subject to the fees set out in the applicable MetricStream Order Form or Statement of Work, prorated on a monthly basis, based on the fees charged to Metric Stream for the Cloud Application during the twelve (12) month period immediately preceding the termination date. During the Transition Period, MetricStream will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar Cloud Application or to Customer's internal operations.

4.0 INDEMNITY

4.1 By MetricStream. MetricStream shall defend at its sole cost and expense or, at its option, settle, any claim or proceeding brought against Customer or Customer Affiliate to the extent that it is based on an assertion that the Cloud Application constitute infringement of any Intellectual Property Rights, and shall indemnify and hold Customer harmless from and against all costs, damages and expenses, including reasonable attorney's fees, asserted against Customer or Customer Affiliate which result from any such claim. Without limiting the generality of the foregoing, should Cloud Application or any portion thereof become, or in MetricStream's opinion be likely to become, the subject of a claim of infringement or the like under applicable patent or copyright or trade secret laws, MetricStream's shall either procure for Customer the right to continue using the Cloud Application, or to replace or modify the Cloud Application, without changing their functional capabilities, so that the Cloud Application becomes non-infringing. If Customer is unable to do either of the foregoing within thirty (30) days, upon request,

Metric Stream shall refund the entire fees paid to Service Provider by Customer prorated to reflect use of the Cloud Application by Customer or any Customer Affiliate prior to commencement of the Claim or proceeding described herein.

MetricStream assumes no liability hereunder for, and shall have no obligation to indemnify, defend, hold Customer harmless or pay costs, damages or attorney's fees for any claim based upon: (a) the combination, operation or use of the Cloud Services furnished under this Agreement with software, hardware or other materials or services not provided by MetricStream if such infringement would have been avoided in the absence of such combination, operation, or use; or (b) use of altered Services or services not authorized by MetricStream, (i.e., alterations to the Services by a party other than MetricStream or not authorized by MetricStream), if the infringement would have been avoided by the use of unaltered Services that MetricStream provides to Customer; (c) use or incorporation in the Services of any design, technique or specification furnished by Customer, if the infringement would not have occurred but for such incorporation or use; or (d) alteration of the Services by a party other than MetricStream; or (e) Customer's use of the Services other than as authorized under this Agreement.

4.2 By Customer. Customer shall defend at its sole cost and expense or, at its option, settle, any claim or proceeding brought against MetricStream to the extent that it is based on an assertion that the SSBT Content constitutes infringement of any Intellectual Property Rights, and shall indemnify and hold MetricStream harmless from and against all costs, damages and expenses, including reasonable attorney's fees, asserted against MetricStream which result from any such claim, provided that MetricStream notifies Customer promptly in writing of any such claim or proceeding. This subsection shall constitute Service Provider's sole remedy as to matters covered in this subsection.

4.3 Indemnification Procedures. Promptly after the receipt by a Party (the "Indemnified Party") of notice of any claim, determination, suit or cause of action with respect to which the other Party is obligated to provide indemnification (the "Indemnifying Party") pursuant to this provided, however, that any delay by the Indemnified Patty to so notify the indemnifying Patty shall relieve the Indemnifying Party of its indemnification obligations only to the extent that such delay materially prejudices the Indemnifying Patty's defense. The Indemnifying Patty shall be entitled to assume control of the defense and the negotiations, if any, regarding settlement of this matter. If the Indemnifying Patty assumes such control, the Indemnified Patty shall be entitled to participate in the defense and negotiations of such matter at its own expense; if the Indemnifying Patty does not assume control of the defense and negotiations, the Indemnified Party may conduct such defense and negotiations and its reasonable costs and expenses shall be subject to indemnification. The Patties agree, at the Indemnifying Party's expense, to reasonably cooperate in such negotiations, defense or settlement and to give each other full access to any information relevant thereto. The Indemnified Patty shall not enter into any settlement of such matter without the written consent of the Indemnifying Party, and the Indemnifying Party shall not be obligated to indemnify the Indemnified Party for any settlement entered into without the written consent of the Indemnifying Party. If the consent of the Indemnified Party is required to effectuate any settlement negotiated by the Indemnifying Party, then such consent shall not be unreasonably withheld.

5.0 LIMITED WARRANTY

5.1 Services. For the term of the Agreement, MetricStream warrants that the Cloud Services will conform to the specifications and Documentation under this Agreement, applicable MetricStream Order Form or SOW and shall be performed in a good and workmanlike manner, according to time frames and in all material respects in accordance with the applicable and accepted MetricStream Order Form or SOW. Customer's sole and exclusive remedy (excluding Customer's right to terminate this Agreement), and MetricStream's entire liability for any breach of this warranty shall be the service credits set forth in

the Service Level Agreement of the applicable MetricStream Order Form. MetricStream further warrants that the Cloud Services and any updates thereof do not contain any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component) ("Malicious Code"), which could damage, destroy, or alter the Cloud Service, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Cloud Services in any manner or which could permit unauthorized access, modification or other interference with, or otherwise harm, any computer, systems or software used by the Customer; unless, and to the extent MetricStream is able to prove relevant facts, such Malicious Code was provided by the Customer or a third party under Customer's direction. This warranty will be considered part of and covered under the provisions of this Agreement. Customer must notify MetricStream promptly in writing of any nonconformance under this warranty after it becomes aware of such nonconformance. Customer might at its sole discretion: (i) provide MetricStream with reasonable opportunity to remedy any nonconformance under the provisions of this Agreement and (ii) provide reasonable assistance in identifying and remedying any nonconformance. MetricStream complies and shall continue to comply with all applicable laws and regulations; and shall develop and implement, at its sole expense, an adequate disaster recovery plan to ensure disaster recovery/business continuity and back-up capabilities for the Cloud Services.

5.2 Disclaimers. EXCEPT AS SET FORTH IN THIS AGREEMENT, NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO ANY SERVICES TO BE SUPPLIED HEREUNDER, AND METRICSTREAM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

6.0 PAYMENT AND TAXES; REPORTING

6.1 Fees. MetricStream will invoice Customer the fees set forth in the applicable MetricStream Order Form, or SOW. MetricStream will send invoices to the address set forth in the applicable MetricStream Order Form or SOW. Customer will pay MetricStream in U.S. dollars unless agreed to otherwise in writing by the Parties, within forty-five days (net 45 terms) of receipt of a correct and undisputed invoice. Customer shall notify MetricStream in writing, email being sufficient, of any bona fide disputed amount. To the extent reasonably possible, MetricStream shall supply Customer with documentation to support the validity of any disputed charge.

6.2 Taxes. Any charges and fees due hereunder are exclusive of any sales, use, or value added taxes and any other similar taxes and governmental charges, however designated, arising out of this Agreement (except taxes based on MetricStream's income), and Customer shall pay all such taxes and charges.

6.3 Reporting. From time to time but not more frequently than once per year, MetricStream may request verification from Customer, by email being sufficient, which verifies that Customer's use of the Cloud Services, including the number of authorized end users, conforms with the terms and conditions of this Agreement. Customer will deliver such verification to MetricStream within thirty (30) days of such request by MetricStream.

7.0 CONFIDENTIAL INFORMATION

In conjunction with this Agreement, either Party may provide to the other Party and/or may generate confidential and proprietary information. Each Party agrees that all confidential and proprietary information disclosed or otherwise made available to the other Party in connection with this Agreement, and any amendments thereto, including, without limitation, the existence of and the terms set forth in this

Agreement, is "Confidential Information" as such term is defined in the Non-Disclosure Agreement dated November 6. 2019 and executed by the Parties hereto and shall be treated as Confidential Information in accordance therewith. The Non-Disclosure Agreement is incorporated herein by reference.

8.0 LIMITATION OF LIABILITY

8.1 Cap on Liability. Except for a Party's (i) breach of its confidentiality obligations, (ii) liability for Security Incidents, subject to Section 8.2., (iii) indemnification obligations, or (iv) for gross negligence, willful misconduct or fraud, the Parties agree that the total liability of each of the Parties for any breach of its obligations under this Agreement shall not exceed the total of fees paid by Customer under this Agreement in the preceding twelve (months).

8.2 Liability Related to Security Incidents. Notwithstanding the terms of Section 8.1, the Parties acknowledge and agree that, with respect to any claims arising from an alleged Security Incident where such claim concerns State Street Personal Data, as defined in Exhibit E, to the extent that the Customer incurs damages, MetricStream's liability shall be determined as follows:

a. to the extent such Security Incident occurred despite MetricStream's (and its Affiliates and subcontractors) material compliance with the obligations under Section 9, the Security Schedule and Data Processing Addendum, as applicable, MetricStream's total liability shall be limited to one million US dollars ($1.000.000), provided that MetricStream shall not be liable for consequential damages constituting lost profits, drop in share price, reputational harm, or diminution to value;

b. to the extent such Security Incident occurred and MetricStream (and its Affiliates and subcontractors) was not in material compliance with its obligations under Section 9, the Security Schedule and Data Processing Addendum, as applicable, there shall be no limitation on MetricStream's liability for damages, provided that (i) MetricStream shall not be liable for consequential damages constituting lost profits, drop in share price, reputational harm, or diminution to value, and (ii) Customer materially complied with its own internal policy with respect to the use and redaction of State Street Data on the Cloud Services, the policy being attached hereto as Exhibit K;

c. for avoidance of doubt, a claim arising from a Security Incident concerning State Street Personal Data shall not be considered to as an additional claim for breach of confidentiality under this Agreement, provided that such Security Incident involved solely State Street Personal Data and did not involve any other Confidential Information. Where a Security Incident involved other State Street Data than State Street Personal Data, State Street shall not be prevented from bringing any such additional claim, which shall not be subject to limitations under Section 8.2.

For clarification, this Section 8.2 shall not be interpreted to limit MetricStream's liability in the event of MetricStream's (i) indemnification obligations under Section 4 or (ii) gross negligence, willful misconduct or fraud.

8.3. EXCLUSION OF DAMAGES. EXCEPT FOR CLAIMS UNDER SECTIONS 4, 7, and 9 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO HE OTHER PARTY OR TO ANY THIRD PARTY FOR LOSS OF PROFITS, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING. BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE

LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

9. DATA SECURITY AND DATA PROTECTION.

MetricStream shall have implemented as of the date of this Agreement, and shall thereafter continue to maintain current, a comprehensive security and data privacy policy or policies that satisfies the requirements set out in Exhibit D and Exhibit E.

10. GENERAL TERMS

10.1 Modification of the Agreement. Neither Party may modify or amend this Agreement except on upon written agreement by the Parties. Subject to the requirements of applicable law, any such modifications will become effective at the time stated in such notice. Neither Party has the right to unilaterally modify this Agreement. Variance from the terms and conditions of this Agreement in any Customer purchase order or other written notification sent by Customer will be of no effect.

10.2 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required for the assignment of this Agreement by either Party to a wholly-owned subsidiary or Affiliate of either Party or to a successor corporation or entity in connection with a merger, consolidation or transfer of all or substantially all of the assets of either Party by such successor corporation or entity. In such event, the assigning Party shall provide prior written notice of such assignment to the other Party.

10.3 Survival. The provisions of Sections 3.4.3, 3.5, 3.6, 4, 5, 7, 8, 9 and 10, shall survive any termination of this Agreement, as will such other terms that by their nature should survive the termination of this Agreement.

10.4 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Massachusetts and the United States of America.

10.5 Notices. Any notice or report required or permitted by this Agreement, except as otherwise set forth in this Agreement, shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number as set forth below or as subsequently modified by written notice. It shall also be valid for a Party to send any notice to the other Party electronically (e.g., by email or through the Services). Such notice will be deemed to have been given as of the date it is delivered.

For MetricStream:
MetricStream, Inc.
2479 East Bayshore Road, Suite 260
Palo Alto, California 94303

Attn: Chief Legal Counsel

For Customer:
State Street Bank and Trust Company
One Lincoln Street

Boston, MA 02111

Attn: General Counsel
With copy to: Chief Procurement Officer

10.6 Severability; Waiver. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith, to maintain the economic position enjoyed by each Party as close as possible to that under the provision rendered unenforceable. If the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

10.7 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the Parties hereto.

10.8 Force Majeure. If either Party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reasons of fire, flood, storm, earthquake, strike, lockout or other labor trouble, riot, war, rebellion, communications or utility failures, accident or other acts of God ("Force Majeure Event"), then upon written notice to the other Party, the requirements of this Agreement, or the affected provisions hereof to the extent affected, shall be suspended during the period of such disability, if such Party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other Party. If such period exceeds twenty (20) days, the other Party may, at its option, terminate this Agreement. If terminated by Customer, MetricStream shall refund to Customer any and all prepaid fees unused by Customer covering the remainder of any applicable Term. Notwithstanding foregoing, Customer shall not be delayed with respect to payment obligations unless the particular Force Majeure Event causes the delay.

10.9 Laws. MetricStream and Customer shall comply with all applicable laws, rules and regulations of Federal, State, or local governments in connection with this Agreement.

10.10 Marketing Rights. MetricStream may not, except upon Customer's prior written consent, which may be withheld for any reason, (a) use Customer's or an Affiliate of Customer's name or logo on MetricStream's website and customer list nor issue a press release announcing MetricStream's selection by Customer; (b) seek Customer's or an Affiliate of Customer's participation in additional marketing activities and engagements from time to time. Examples of such activities and engagements include reference calls from prospects, media interviews, video testimonials, case studies, webinars, analyst surveys and presentations.

10.11 Export Restrictions. Customer acknowledges and agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority. Without limiting the foregoing or any other provision of this Agreement, Customer agrees not to download or transfer (or authorize anyone to download or transfer) the Customer Materials: (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Person List.

10.12 Entire Agreement; Amendment. These Terms and Conditions, along with the signature page, including the Service Level Agreement, Acceptable Use Policy, Security Schedule, Data Privacy Addendum, Human Trafficking Exhibit, the Non-Disclosure Agreement and all applicable Orders, SOWs, MetricStream Order Forms and all other attachments, addenda, and amendments , constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior agreements, whether written or oral, with respect to such subject matter. In the event of any conflict between this Agreement and a MetricStream Order Form, the terms of this Agreement shall control unless specified by the MetricStream Order Form but only with respect to Services or deliverable provided pursuant to this Agreement. No "click-through," "shrink-wrap," "browse-wrap" or similar terms that have not been specifically negotiated by the Parties, whether before, on, or after the date of this agreement, will be effective to add to or modify the terms of this agreement, regardless of any Party's "acceptance" of those terms by electronic means. No modification, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the Party against which such modification, waiver or discharge is sought to be enforced.

10.13 **INSURANCE.**

MetricStream represents that it now carries, and agrees that it will continue to carry during this Agreement, with insurers having an AM Best Rating of A- or higher, insurance in the following amounts:

Type of Coverage	Minimum Coverage Amounts
Auto Liability	$1,000,000
Commercial General Liability Crime	Commercial ($2,000,000) Crime ($5,000,000)
(Commercial) / Fidelity-Employee Dishonesty	Covered under the Crime policy noted above. If an employee fidelity bond is required, we do not have a bond in place
Professional Liability	E&O $15,000,000
Umbrella Liability	$9,000,000
Workers Compensation (including Waiver of Subrogation)	$1,000,000
Employers Liability	Covered under Worker's Comp.
Computer Crime	Covered under Crime Policy noted above
Network Security & Privacy	Covered under E&O Policy
Contractors Pollution Liability	We do not carry this type of policy
Terrorism Coverage	We do not carry this type of
All Risk Property Coverage	Values at Risk at Full Replacement Cost
Builders Risk	Based on project value (no coverage N/A)
Transit	Values at Risk (no coverage N/A)

In addition, Customer may require additional insurance coverage depending upon MetricStream's business or the services to be performed by MetricStream on behalf of Customer.

Prior to commencing work, and thereafter on the anniversary date of this Agreement and continuing for a period of three years following the termination of this Agreement, MetricStream shall provide to Customer certificates of all such insurance evidencing the coverages noted herein and as modified by any order. In addition, MetricStream shall provide Customer with certificates or endorsements or other sufficient written confirmation indicating that Customer, its parent, subsidiaries, Affiliates and their respective officers, agents and employees, have been named as Additional Insured's under its Commercial General Liability, Auto Liability, and umbrella Liability policies. MetricStream shall provide Customer thirty (30) days' advance written notice (in accordance with the notice procedures hereunder) of any cancellation, in any insurance coverage hereunder. To the extent that MetricStream is based outside of the United States and/or will be providing any services from outside of the United States, MetricStream shall ensure that its insurance coverage applies to losses occurring outside of the United States. MetricStream's policy will be considered primary coverage for claims arising out of the contractual relationship.

10.14 Divestment. If Customer or any of its Affiliates is required by applicable law, rule or regulation or at the direction of its regulators to separate some or all of its Affiliates, divisions, departments, business unites and/or certain of its assets or otherwise divests any Affiliate, division, department, business unit or asset so that such Affiliate, division, department, business unit or asset (the "Divestee") is no longer under the control of Customer or any of its Affiliates, then Customer or any of its Affiliates may, upon written notice to MetricStream, continue to use the Cloud Services for the benefit of the Divestee for a period not to exceed twelve (12) months after the effective date of the divestiture or until the end of the Term (whichever is earlier). During such period, Customer will continue to pay the fees for the Cloud Services as if the Divestee continued to be an Affiliate of Customer, however, in no event may use of the Cloud Services for the benefit of the Divestee expand beyond the scope of use related to the divested assets prior to the divestiture. During such period, Customer shall be liable for the acts and omissions of Divestee relating to this Agreement.

10. 15 MetricStream Third Party Risk Management Program. MetricStream agrees to participate in Customer's MetricStream third party management program including completing Customer's MetricStream risk assessment questionnaire(s) when requested by Customer. Requests by Customer will be no more frequent than once in any twelve (12) month period for any services provided to Customer. MetricStream also agrees to make appropriate resources available for follow-up phone review(s) of the questionnaire or, if requested by Customer, for an onsite visit.

EXHIBIT B

Service Level Agreement

Business Hours: 8:00 am hours to 5:00pm EST (Customer requested time zone) for 8X5 Support

Customer Support:

Support Type	Support Description	Expectation
Telephone Support	Ability to contact support between 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays scheduled by MetricStream ("Normal Business Hours")	Support Telephone Number: 1-800-858-5658
E-mail Support	Ability to contact Support through e-mail	Support Email Address: support@metricstream.com Response will be end of current Business Day
Self-Service Portal	Online access to ticketing system to report an incident.	Support Online: support.metricstream.com Response will be as per the Response Time mentioned below
Version Level Support	Support for Previous version release of the Cloud Applications	Support available for up to twenty-four (24) months following the release of a new version of the Cloud Applications

Proactive Support:

Support Type	Support Description	Frequency
Self-Service Portal	Online access to ticketing system to monitor status of outstanding tickets	24x7x365
System Monitoring Frequency	Regular scheduled System Monitoring of the environment	Continuous Monitoring for Cloud Services
Account Review	Regular meeting with Account Management Team to review overall status including outstanding tickets and usage reports.	Quarterly

Functionality:

Severity Classification	Severity Description	Response Time	Follow-up Frequency	Resolution Goal
Severity 1 Critical	Critical service functionality is down Major impact to Customer's business, part or all of the application is unavailable for 25% of the Users, No reasonable workaround(s) exists Malfunction causes response time for the system to be substantially downgraded Cyber security issue that involves personally identified or personal health information	2 hours	Every 2 hours during Business Hours. After Business Hours, update frequency will be mutually agreed upon.	Within 8 Hours the issue will be contained. Permanent resolution will be in "Next Patch Delivery OR on a mutually agreed upon date"
Severity 2 Major	Critical functionality is impaired or degraded There are time-sensitive issues that impact ongoing production Workaround exists, but it is only temporary Malfunction that causes response time to be materially downgraded	4 Hours	Self-service portal will be updated daily	Work will continue during normal business hours until the issue is contained Permanent resolution will be in "Next Patch Delivery OR on a mutually agreed upon date"
Severity 3 Minor	Non-critical functionality is down or impaired Does not have significant current production impact Performance is degraded A short to medium term work-	Next Business day	NA	Permanent resolution will be in "Next Patch Delivery OR on a mutually agreed upon date"

	around is available			
Severity 4 Low Impact	Non-critical functionality is impaired No business impact A medium to long term work-around is available Patch, service pack or upgrade is available	Next Business Day	NA	Permanent resolution will be in "Next Patch Delivery OR on a mutually agreed upon date"

Maintenance Windows:

Maintenance Type	Time Period
Standard Maintenance Window	Pacific Time: Friday 11:00 pm – Saturday 5:00 am
Extended Maintenance Window	Pacific Time: Friday 9:00 pm – Saturday 12:00 pm

Disaster Recovery:

Objective	GRC Express Cloud	Standard Cloud	Premium Cloud
Recovery Declaration	12 hours	8 hours	4 hours
RTO	7 days	4 days	6 hours
RPO	24 hours	24 hours	1 hours

Cloud Environment:

Objective	Metric
Vulnerability Management	Annual Vulnerability Scans and review of cloud and applications
Intrusion Detection System	Active 24/7/365
Security Event Notifications	Within 24 hours of identification of breach
Penetration Testing	Annual Penetration testing performed by trusted independent third party

Uptime/Availability	99.5% of the time, each calendar month, measured on a 24x7x365 basis, excluding scheduled maintenance
Uptime/Availability % Calculation	*{Total Minutes} – {Scheduled Down Minutes} – {Unscheduled Down Minutes} / {Total Minutes} – {Scheduled Down Minutes}*
Logging and Monitoring	24x7x365
Personnel	Screening and Access control of MetricStream employees
Redundancy	Maintain disaster recovery infrastructure for production environment based on Cloud tier
Control Audit	Maintain Service Organization Control reports like SSAE16 SOC2 or ISAE 3402. Also, industry accepted security certifications and standards like ISO 27001, PCI-DSS, NIST

Security:

Objective	Metric
Data security	The Provider application data will be encrypted at rest and in transit.
Network security	All end user network traffic shall be encrypted via TLS over HTTPS or via VPN.
System Patching	Critical OS/System patches must be current within 7 days. Non-critical OS/System patches must be performed regularly and should coincide with regularly scheduled maintenance windows ("Scheduled Downtime" as defined in Section 2(d) of this Service Level Agreement).

System Availability

System Response	Availability
System Response Time Service Level	All transactions within the MetricStream Applications will process at an average response time of 4 seconds or less measured across the reporting period. All batch processing will be completed within the time agreed to by the Parties in the Business Requirements documents.
Exclusions for Response Service Levels	Scheduled Downtime. End User systems not meeting minimum required standards

	for physical memory, Processor speed, internet bandwidth or browser version	
Subscription Services Availability Service Level	7 x 24 x 365	
Exclusions for Availability Service Levels	Availability %	% of Credit of Monthly Cloud Fees
	99.50% to 99.0%	2%
	99.0% to 98.5%	5%
	98.5% to 97.0%	7%
	97.0% to 90.0%	20%
	Below 90.0 %	50%

Engagement Model:

Reporting

Objective	Metric
Quarterly	Provider will provide Customer the Quarterly SLA Performance Report for the Provider Application covered by this SLA. It will present comparative analysis of SLA delivery in previous consecutive four (4) quarters, as available.
Annually	Provider will provide Customer the Annual SLA Performance Report for each Provider Application covered by this SLA. It will present comparative analysis of SLA delivery in last three (3) years, as available.

Service Review Meetings

Objective	Metric (via Conference)
Quarterly	A quarterly review meeting may be held between Customer and Provider for the Provider Application and Subscription Services covered under this SLA.
Annually	An annual SLA performance review meeting may be held to review the Annual SLA Performance Report for the Provider Application and

	Subscription Services covered under this SLA. One of objectives for this meeting is to decide if this SLA should be amended.

EXHIBIT C

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("Policy") specifies the actions prohibited by MetricStream, Inc. to Users of the Cloud Application. By using the Cloud Application, you acknowledge that you and users that have gained access to the Cloud Application through your account, have read, understood, and agree to abide by the Policies. You are responsible for violations of these Policies by any User. While it is not our intent to control or monitor your on-line communications, we may block services that we deem to be in violation of the Policies or that we otherwise deem harmful or offensive. MetricStream reserves the right to modify the Policy at any time, effective upon posting of the modified Policy to the Cloud Application URL address and/or by providing the new Policy to you.

Illegal Activities

The Cloud Application may only be used for lawful purposes. Use of the Cloud Application for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.

Network and System Security

Violations of system or network security are prohibited and may result in criminal and civil liability. MetricStream will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Unauthorized probing and/or scanning of any system without prior consent of the owner or system administrator. This includes, but is not limited to, "dictionary attacks" and/or attempts to harvest or verify email addresses.

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information.

Engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.

Email/Usenet

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. All postings to Usenet must comply with that group's usage policies. Cross-posting and/or off topic messages, including commercial messages, is explicitly prohibited.

Nothing contained in this Policy shall be construed to limit MetricStream's actions or remedies in any way with respect to any of the foregoing activities, and MetricStream reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the MetricStream service, and levying cancellation charges to cover MetricStream costs in the event of disconnection of dedicated access for the causes outlined above.

If you become aware of any violation of these Policies by any person, including Users that have accessed the Service through your account, please notify us at support@metricstream.com. We will notify you, our Customer, of complaints received by us regarding each incident of alleged violation of these Policies by your Users of the Service. You agree to promptly investigate all such complaints and take all necessary actions to remedy any actual violations of these Policies. We may identify to the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications. Additionally, any data sent to MetricStream, Inc., by either the complainant or our client or any other party sending data to us, including but not limited to header information, log file information, alleged abuse, and any personal subscriber or alleged subscriber information, remains the intellectual property of the sender; however, MetricStream, Inc. may use that information to resolve the dispute, including but not limited to, providing that information to either the complainant, our client, or other party that MetricStream, Inc. deems as qualified in assisting in the resolution in such disputes. We also reserve the right to install and use, or to have you install and use, any appropriate devices to prevent violations of these Policies, including devices designed to filter or terminate access to the Cloud Application provided by us.

EXHIBIT D

SECURITY AND DATA PRIVACY SCHEDULE

This Security and Data Privacy Schedule, including all Appendices hereto (this "**Schedule**"), effective as of **January 31, 2020** (the "**Effective Date**"), is entered into by and between ***MetricStream, Inc.***, a **Delaware corporation** having its principal place of business at **2479 East Bayshore Road, Suite 260, Palo Alto, California, 94303** (the "**Service Provider**") and ***State Street Bank and Trust Company*** a ***Massachusetts trust company*** having its principal place of business at ***One Lincoln Street, Boston Massachusetts 02111-2900*** ("**State Street**") (each, a "**Party**" and, collectively, the "**Parties**"), as may be amended upon the mutual written agreement of the Parties from time to time (the "**Schedule**").

WHEREAS, State Street, and/or its affiliates, and Service Provider have entered into various agreements and documents (each, an "**Agreement**") for Service Provider to perform services as specified in the applicable Agreement;

WHEREAS, State Street and Service Provider wish to enter into this Schedule to govern all applicable services that require Service Provider to comply with the obligations set forth herein; and

WHEREAS, State Street and Service Provider agree that in the event that Service Provider hosts, stores, accesses or processes State Street Data (as defined below) outside of State Street's environment or performs any services at State Street's location or that require access to State Street's network environment or systems as provided under each applicable Agreement, Service Provider and its assigned personnel shall comply with the terms of this Schedule.

NOW, THEREFORE, In consideration of the mutual covenants contained herein, Service Provider and State Street hereby agree to the following provisions:

Objectives

Service Provider shall implement commercially reasonable data security measures that are consistent with banking industry standards such that Service Provider:

a. Protects the privacy, confidentiality, integrity, and availability of all data, information, text, visual, audio or graphic representations and other materials in any medium or format, either electronic, or tangible which is disclosed by or on behalf of State Street to, or otherwise comes into the possession of, the Service Provider or personnel in connection with each applicable Agreement, including but not limited to State Street's Confidential Information including personal data (collectively, "**State Street Data**");

b. Protects against accidental, unauthorized, unauthenticated, or unlawful access, copying, use, processing, disclosure, alteration, transfer, loss or destruction of the State Street Data including, but not limited to, identity theft;

c. Complies with all applicable laws, rules, regulations, directives and decisions (each, to the extent having the force of law) that are relevant to the handling, processing and use of State Street Data by State Street or Service Provider, on State Street's behalf, in accordance with this Schedule; and

d. Ensures security measures and procedures include (but shall not be limited to) appropriate administrative, physical, technical, procedural and organizational safeguards, including, but not limited to, the requirements listed in Appendix A and Appendix B hereto.

If there is a discrepancy between any applicable Agreement and this Schedule, this Schedule shall control and amend that section of the applicable Agreement.

IN WITNESS WHEREOF, the Parties hereto execute this Schedule as an instrument under seal by their duly authorized officers by affixing their signatures below.

METRICSTREAM, INC.

By: _____

Name: Jessica Zhou

Title: Chief Legal Officer

STATE STREET BANK AND TRUST COMPANY

By: _____

Name: Michael Richards

Title: EVP - General Auditor

Appendix A

Information Security Requirements

Security Policy Requirement

As of the effective date of this Schedule or such other date as the Parties agree in writing, Service Provider shall have implemented, and shall thereafter maintain current, a comprehensive security policy or policies ("Security Policy") that satisfies the requirements set forth below. Service Provider agrees that it shall not make any change(s) to its Security Policy that effectively reduces or limits the rights or protections offered to State Street under this Schedule generally.

Upon request by State Street on an annual basis, the Service Provider shall provide State Street's Chief Information Security Officer or his or her designee with a copy of its then current Security Policy and an opportunity to discuss Service Provider's security measures with a qualified IT management member of Service Provider. The Security Policy must reflect security measures added as a result of risk assessment findings.

Service Provider shall review its Security Policy regularly, and particularly following any changes in applicable law, advances in technology or changes to the Service Provider's information systems, in order to verify that the Security Policy and controls set out therein remain accurate, comprehensive and up to date.

1. **Standards of Protection**

   Service Provider shall secure and protect State Street Data by using at least the same degree of care as the Service Provider uses to secure and protect its own confidential and proprietary information but in no event any less than reasonable care; provided, however, that with respect to those jurisdictions which do not recognize a reasonable standard of care Service Provider shall be obligated to use best efforts.

2. **Data Discovery and Tracking**

   Service Provider and its Approved Subcontractors shall not perform data discovery, tracking, content analysis, or other metadata or data collection on State Street Data stored in the Service Provider's environment without explicit written agreement.

3. **General Training and Awareness**

   Service Provider, prior to making any State Street Data available, shall institute an appropriate training and education program to ensure that its personnel are appropriately trained regarding their responsibilities with respect to the confidentiality and non-disclosure duties including, without limitation, any special requirements relating to State Street Data.

4. **Risk Assessments**

   a. **Risk Assessment** – Service Provider shall perform regular, at least annually, robust, comprehensive risk assessments which identify the State Street Data or business assets (e.g., facilities, equipment, devices, etc.), the threats against those assets (both internal and external),

the likelihood of those threats occurring and the impact upon the organization to determine an appropriate level of Information Security safeguards.

b. **Risk Mitigation** – The Service Provider shall manage, control, and mitigate any risks identified in the Risk Assessment that could result in unauthorized access, copying, use, processing, disclosure, alteration, transfer, loss or destruction of any State Street Data, including without limitation, explicit protection against identity theft, so as to achieve the Objectives stated in this Schedule, commensurate with the sensitivity of the State Street Data, as well as the complexity and scope of the activities of the Service Provider pursuant each applicable Agreement.

c. **Risk Assessment Summary** – Service Provider shall provide State Street with the written high level summary of the Risk Assessment upon request. If State Street believes vulnerabilities or threats have not been fully addressed in the Risk Assessment, Service Provider shall expand the Risk Assessment to appropriately address such vulnerabilities or threats and represent and warrant that any and all vulnerabilities and threats have been successfully remediated. Service Provider shall promptly employ a mutually agreed, independent third party expert to perform a follow up assessment. Service Provider agrees to at minimum remediate any risk findings, other than those properly designated as low risk, from the follow up assessment that could potentially affect State Street at Service Provider's expense.

d. **Specific Vulnerability Risk Assessment and Remediation/Mitigation** – From time to time State Street can request from Service Provider a Risk Assessment targeted to a specific threat/vulnerability (example: WannaCry) which can negatively impact a service provided to State Street by the Service Provider or confidentiality, integrity, and/or availability of State Street Data in custody of the Service Provider. Service Provider shall in reasonable time, but not longer than 45 days, complete such Risk Assessment and provide State Street results as well as remediation and/or mitigation plan, if applicable.

e. **Security Controls Testing** – Service Provider shall engage an independent external auditor to conduct periodic, at least annually, reviews of the Service Providers security practices against various standards, such as SSAE 16, SSAE 18, ISAE 3402, ISO 27001 Certification, Payment Card Industry Data Security Standard (PCI DSS; acceptable only if Attestation of Compliance was completed by a third party Qualified Security Assessor (QSA)), as applicable. Service Provider agrees to at minimum remediate any risk findings, other than those properly designated as low risk, resulting from this testing and provide confirmation of remediation to State Street. Upon request, the Service Provider agrees to make such reports available for review by State Street.

5. **Organizational Security**

a. **Responsibility** – Service Provider shall assign responsibility for information security management to appropriate skilled and senior personnel only.

b. **'Need to Know' Access** – Service Provider shall restrict access to information systems used in connection with the services provided under each applicable Agreement and/or to State Street Data to only those personnel who are reliable, have sufficient technical expertise for the role assigned and know his or her obligations and the consequences of any security breach.

c. **Confidentiality** – Service Provider personnel who have accessed or otherwise been made known of State Street Data, shall maintain the confidentiality of such information. No less frequently than annually, all Service Provider personnel that may have access to State Street Data will be

required to certify that such individual has read and complied with the confidentiality and non-disclosure duties in this Schedule. State Street reserves the right to inspect this certification.

6. Asset Management

a. **Data Sensitivity** – Service Provider acknowledges that it understands the sensitivity of the State Street Data.

b. **Data Control** – Unless otherwise agreed to in writing by State Street, Service Provider and its personnel shall not copy, download, transmit (to or from), or store State Street Data on any desktop, laptop, server, portable or other device at any location, unless directly related to the delivery of service under each applicable Agreement.

c. **Configuration Management** – Service Provider shall establish a configuration baseline for all information systems using applicable information security standards, manufacturer recommendations, and industry best practices. Service Provider shall establish appropriate monitoring to ensure that all information systems are configured according with established configuration baseline throughout the life of the information system.

d. **Change Management** – The implementation of changes and the introduction of new systems must be controlled, documented, and enforced by the use of formal change control procedures including documentation, specifications, testing, quality control, and managed implementation.

e. **External Hosting Facilities (non-cloud based)** – Service Provider is solely responsible for exercising control over the collection, use, storage, disclosure, and deletion of State Street Data by an external hosting provider in accordance with local and international laws and based on any additional State Street written requirements agreed upon by the Service Provider. Any and all hardware or other infrastructure used by an external hosting provider in connection with performing the service obligations which Service Provider has under each applicable Agreement (**"Infrastructure"**) must be used solely by, and operated solely for, Service Provider in performance of its Service obligations with State Street (i.e. not shared) and no other third party. "Infrastructure" may be managed and maintained by third party hosting provider under a contract with Service Provider; provided however that access to the dedicated Infrastructure is controlled solely by Service Provider. State Street Data collected, processed, stored, disclosed, or deleted by the external hosting provider must be identifiable by its geographic location for compliance with local and international privacy laws.

7. Cloud Computing

Service Provider represents and warrants that it does not and shall not rely upon a SaaS, PaaS or IaaS (all variations collectively referred to as *aaS) , in public, hybrid and/or community cloud computing infrastructures to perform services provided to State Street, including without limitation, the processing or storage of State Street Data including incidental processing/storage in business support/communications systems (example: cloud-based office suite for documents processing and email), unless specifically approved by State Street in writing. State Street shall not unreasonably withhold such approval if the service in the *aaS cloud infrastructure used by Service Provider is a dedicated virtual environment in which the systems are physically or at minimum logically separated and isolated from other tenants using strong authentication, access controls, and encryption. Penetration testing must be conducted in accordance with sections "11 a. Penetration Testing" and "11 b. Penetration Testing Scope" below.

Service Provider leveraging cloud services must be able to specify at any time, in writing, the physical geographic location(s) of all State Street Data while in create, store, use, share, archive, or destroy phases when State Street Data may be handled. Service Provider must be informed in particular as to how State Street Data may be stored, forwarded, mirrored, backed-up, and recovered at any given time.

If Service Provider leverages externally facing cloud environments, then Service Provider will be subject to additional cloud security controls review by State Street.

For definitions of terms used in this section refer to the section "17. Definitions and Guidance" at the end of this Schedule.

8. Security Training – Professional

a. **Privileged Access Users** – In addition to its training obligations under each applicable Agreement generally, Service Provider shall make available specific security training to all personnel granted privileged access (e.g., root, dba, system admin, network admin, superuser level access, support, etc.) to systems which handle or hold State Street Data and/or are used to provide services.

b. **Developer** – Service Provider also shall make available to development teams associated with development efforts impacting State Street, specific training focused on well-defined and secured coding standards.

9. Media Handling

a. **Physical Security of Media** – Service Provider shall prevent the unauthorized viewing, copying, alteration or removal of any media containing State Street Data, wherever located. Removable media on which State Street Data is stored (including, but not limited to, thumb drives, CDs, DVDs, and tablets) by Service Provider must be encrypted using at least 256 bit AES (or equivalent) and may not be used or re-used by Service Provider to store data of any other customer or to deliver data to any third party unless prior to such use or re-use the State Street Data is securely erased. [Note: excludes laptops which are referenced in separate section.]

b. **Media Destruction** – Service Provider shall destroy removable media and any mobile device (such as discs, USB drives, DVDs, back-up tapes, printers, laptops and tablets) containing State Street Data or render State Street Data on such physical media unintelligible and not capable of reconstruction by any technical means prior to any reuse of the media, if requested by State Street or if such media or mobile device is no longer intended to be used. All backup tapes which for any reason are not destroyed must meet the level of protection described in this Schedule until destroyed.

c. **Paper Destruction** – Service Provider shall cross shred all paper waste and dispose in a secure and confidential manner so as to render all paper waste unreadable.

10. Communications and Operations Management

a. **Penetration Testing** – Service Provider shall, on at least an annual basis, contract with an independent third party to conduct a penetration test of the Service Provider's State Street Data Environment (SSDE). Service Provider will provide State Street with a high-level summary of the test results including the scope and the methodology of the test and confirmation that at

minimum all identified findings, other than those properly designated as low risk, have been remediated. For definitions of terms used in this Section refer to the Section 17. Definitions and Guidance at the end of this Schedule.

b. **Penetration Testing Scope** – The scope of a penetration test must include the entire SSDE perimeter and any critical systems that may impact the security of the SSDE. This includes both the external perimeter (public-facing attack surfaces) and the internal perimeter of the SSDE (LAN-LAN attack surfaces). Testing must include both application-layer and network-layer assessments. External penetration tests also include remote access vectors such as dial-up and VPN connections. More detailed guidance provided in section 17. Definitions and Guidance at the end of this Schedule.

c. **Data Encryption** – Service Provider shall encrypt or protect by other technical means State Street Data in Service Provider's possession or control so that it cannot be read, copied, changed or deleted by unauthorized personnel while in storage, including when saved on removable media. FIPS 140-2 Level 3 or ISO 19790 Level 3 compliant or equivalent encryption is required for certain data based on State Street determination. If applicable, this encryption requirement will be communicated to Service Provider in writing before such data is transferred. The requirement is applicable for personal data as defined in Appendix B.

d. **Data Protection During Transmission or Transit** – Service Provider shall encrypt using an industry recognized encryption algorithm and protect State Street Data in Service Provider's possession or control so that it cannot be read, copied, changed or deleted by unauthorized personnel during transmission or transit inside or outside of Service Provider's internal network.

e. **Data Loss Prevention or Equivalent Controls** at least as stringent as Data Loss Prevention. Service Provider shall implement a comprehensive data leakage solution that identifies, detects, monitors, documents and either alerts or prevents said State Street Data from leaving the Service Provider control without authorization in place.

f. **Data Destruction** – Service Provider shall agree at the request of State Street to (i) promptly return to State Street, in the format and on the media reasonably requested by State Street, all or any part of State Street Data; (ii) erase or destroy rendering unrecoverable all or any part of State Street Data in Service Provider's possession, in each case to the extent so requested by State Street; and (iii) provide letter of attestation that State Street Data has been successfully erased or destroyed.

g. **Network Ports** – Service Provider shall restrict unauthorized network traffic affecting State Street Data.

h. **Wireless Network** – Service Provider shall ensure use of Wi-Fi (aka 802.11) network traffic is encrypted using WPA2 with the AES encryption algorithm option provides for non-broadcast SSID and mutual authentication between the server and the end devices when accessing systems containing State Street Data.

i. **Malicious Code** – Service Provider shall detect the introduction or intrusion of malicious code on information systems handling or holding State Street Data and at no additional charge to State Street prevent the unauthorized access, disclosure or loss of integrity of any State Street Data and remove and eliminate any effects.

11. Access Control

a. **Authorized Access** – Service Provider shall maintain the logical separation such that access to all systems hosting State Street Data and/or being used to provide services to State Street will uniquely identify each individual requiring access, grant access only to authorized personnel based on the principle of least privileges, and prevent unauthorized access to State Street Data.

b. **User Access Inventory** – Service Provider shall maintain an accurate and up to date list of all personnel who have access to the State Street Data and will have a process to promptly disable within twenty-four (24) hours of transfer or termination access by any individual personnel.

c. **Access No Longer Required** – With respect to any Service Provider personnel who no longer requires, or is no longer authorized for whatever reason to have, access to State Street Data, where access is managed by State Street, Service Provider shall so notify State Street in writing at least twenty-four (24) hours prior to the date on which such access is no longer required or authorized; unless such access is removed under exigent circumstances such that twenty-four (24) hours prior notice is not possible in which case Service Provider shall notify State Street immediately upon knowledge that such access shall be removed. Notwithstanding the above, Service Provider will immediately terminate access to State Street systems and premises by any Service Provider personnel who is either removed or is no longer actively engaged in any State Street assignment or if such personnel ceases to be an employee or Approved Subcontractor of Service Provider. All State Street assets including any equipment, documentation or information will be returned upon the termination of their assignment with State Street.

d. **Authentication Credential Management** – Service Provider shall communicate authentication credentials to users in a secure manner, with an appropriate proof of identity check of the intended users. Passwords shall not be stored or transmitted in readable form.

e. **Logging & Monitoring** – Service Provider shall log and monitor all access to the information systems containing State Street Data for additions, alterations, deletions, and copying of State Street Data. The Service Provider agrees to maintain full records or system or applicable access attempts, both successful and failed and upon request will make available to State Street, all logs and records. Security administration logs will be retained for a minimum of sixty (60) days and financial transactions logs will be retained for a minimum of six (6) months.

f. **Multi-Factor Authentication for Remote Access** – Service Provider shall use multi factor authentication and a secure tunnel when accessing systems containing State Street Data remotely.

g. **Single Sign On access for Internet Facing Applications** –Service Provider shall provide SSO integration with State Street's authentication systems for all users of the GRC Application.

12. Use of Laptops and Mobile Devices

a. **Encryption Requirements** – Service Provider shall encrypt any laptops or mobile devices (e.g., Blackberries, tablets) containing State Street used by Service Provider's personnel using an industry recognized encryption algorithm with at least 256 bit encryption AES (or equivalent).

b. **Secure Storage** – Service Provider shall require that all laptops and mobile devices be securely stored whenever out of the personnel's immediate possession. In the event of a lost or stolen

laptop or other mobile device containing State Street Data, Service Provider shall immediately notify State Street's Chief Information Security Officer or his designee.

c. **Network/ Systems Password Storage** – Service Provider shall prohibit use of laptops or other mobile devices (e.g., Blackberries, tablets) to store network or system passwords that enable access to State Street systems or other systems that handle or hold State Street Data, unless such passwords are encrypted.

d. **Remote Wipe/Inactivity Timeout** – Service Provider shall employ access and password controls as well as inactivity timeouts of no longer than thirty (30) minutes on all laptops, desktops and mobile devices used by Service Provider's personnel and maintain the ability to immediately upon knowledge remotely remove State Street Data from any mobile device lost, stolen or in possession of a terminated personnel.

e. **Laptops/Mobile Devices** – Service Provider shall prohibit access to State Street Data on laptops or mobile devices where above requirements cannot be met.

13. Information Systems Acquisition Development and Maintenance

a. **Code Analysis** – Any software owned or developed by the Service Provider shall, as part of Service Provider's development lifecycle, undergo static code analysis using a commercial off-the-shelf (COTS) tool to identify and remediate technical security vulnerabilities. Additionally, such code will be examined by Service Provider's independent third party for design flaws (such as residual debug code) that could be used to circumvent implemented security controls, and/ or for the inclusion of code that could be used with malicious intent.

b. **State Street Data** – Must be used by the Service Provider solely for the purposes specified in each applicable Agreement. Additionally:

   i. No State Street production data shall be used for any other purpose (e.g., QA testing, development testing, User Acceptance Test areas (UAT), training, demonstration, etc.) unless otherwise expressly agreed in writing by State Street.
   ii. In instances where State Street production data is copied to other environments as authorized by State Street in writing, such State Street Data must be copied in a secured manner and meet the controls specified within this Schedule. State Street Data must be protected to the same level as is applied to the State Street production data or as otherwise authorized by State Street (e.g. masked or obfuscated data).
   iii. Production environment must be a separate environment from any other non-production environment (e.g., development, UAT, etc.).

c. **Software Patching** – Service Provider shall regularly update and patch of all computer software on systems that handle or hold State Street Data, with patching for vulnerabilities rated 'critical' or 'high' applied within thirty (30) days of patch availability, unless other controls have been applied that mitigate the vulnerability.

d. **Virus and other Malware Management** – Service Provider shall provide protection from viruses and other malware (e.g. spyware, etc.) to Service Provider's systems that handle or hold State Street Data (includes laptops and mobile devices), using the most recently distributed version of software including virus signatures updated at least every twenty-four (24) hours.

14. Incident Event and Communications Management

a. **Incident Management/Notification of Breach** - Service Provider shall develop and implement an approved incident response plan that specifies actions to be taken when the Service Provider, one of its Approved Subcontractors, or State Street suspects or detects that a party has gained unauthorized access to State Street Data or systems or applications containing any State Street Data (the "**Response Plan**").

b. **Response Plan shall include:**

i. **Escalation Procedures** – An escalation procedure includes notification to senior managers and appropriate reporting to regulatory and law enforcement agencies. The Service Provider shall immediately report to State Street's Chief Information Security Officer or his or her designee via telephone (U.S. & International: State Street Global Security +1 (617) 985 8475) or email (State Street Global Security csecurity@statestreet.com) (and provide a confirmatory notice in writing as soon as practicable but in any event within forty-eight (48) hours) all incidents that may in any way affect the operation of State Street or the confidentiality, availability or integrity of State Street Data (including backed up data), including but not limited to, any successful or attempted unauthorized access to systems or networks which contain or provide access to the State Street Data; provided that the foregoing notice obligation is excused for such period of time as Service Provider is prohibited by law enforcement agencies to notify State Street.

ii. **Incident Reporting** – Service Provider will promptly furnish to State Street full details that the Service Provider has or may obtain regarding the general circumstances and extent of such unauthorized access, including without limitation, the categories of State Street personal data and the number and/or identities of the data subjects affected, as well as any steps taken to secure the State Street Data and preserve information for any necessary investigation.

iii. **Investigation & Prevention** – Service Provider shall use reasonable efforts to assist State Street in investigating or preventing the reoccurrence of any such access and shall: (A) cooperate with the State Street in its efforts to comply with statutory notice or other legal obligations applicable to State Street or its clients arising out of unauthorized access or use and to seek injunctive or other equitable relief; (B) cooperate with State Street in any litigation and investigation against third parties deemed reasonably necessary by State Street to protect its proprietary rights; and (C) promptly take all reasonable actions necessary to prevent a reoccurrence of and mitigate against loss from any such authorized access.

In addition, in the event that Service Provider reports a security incident to SSBT and the security incident results in SSBT opening a technical support case at the "critical" level, then Service Provider will take the following measures unless otherwise agreed between the Parties:

(a) Service Provider will assign one or more cloud support engineers, technical account managers or similar personnel (the "Incident Responder") to coordinate with SSBT, monitor details of the security incident, investigate and diagnose SSBT concerns, and work with Service Provider's service subject matter experts in connection with the security incident;

(b) Service Provider will use commercially reasonable efforts to have the Incident Responder respond to SSBT's technical support case as per MetricStream Support Service Level Agreement; and

(c) If needed and appropriate, the Incident Responder will arrange for direct interaction between Customer and Service Provider service subject matter experts in connection with the security incident.

iv. **Personnel Training and Confidentiality** – Service Provider shall ensure that all personnel fully understand the process and conditions under which they are required to invoke the appropriate incident response. Service Provider shall maintain absolute confidentiality regarding actual or suspected authorized possession, use or knowledge of State Street's Data or any other failure of Service Provider's security measures or non-compliance with its security policies or procedures. Service Provider agrees to immediately discontinue use of and access to State Street's Data, if requested, for any security reasons cited by State Street.

15. Limited Access

From time to time, State Street grants Service Provider personnel access to State Street facilities subject to the terms of each applicable Agreement, in order to perform the services. With respect to those engagements where Service Provider and its personnel do not require and shall not access State Street Data to fulfill its Service obligations to State Street except while on State Street facilities, the terms and conditions of this Appendix apply except that the following provisions shall replace Sections 5 through 14 above:

a. With respect to any Service Provider personnel who no longer requires, or is no longer authorized for whatever reason to have, access to State Street Data, where access is managed by State Street, Service Provider shall so notify State Street in writing at least twenty-four (24) hours prior to the date on which such access is no longer required or authorized; unless such access is removed under exigent circumstances such that twenty-four (24) hours prior notice is not possible in which case Service Provider shall notify State Street immediately upon knowledge that such access shall be removed. Notwithstanding the above, Service Provider will immediately terminate access to State Street systems and premises by any Service Provider personnel who is either removed or is no longer actively engaged in any State Street assignment or if such personnel ceases to be an employee or Approved Subcontractor of Service Provider. All State Street assets including any equipment, documentation or information will be returned upon the termination of their assignment with State Street.

b. Service Provider shall:

   i. Promptly notify State Street if Service Provider identifies a gap in the security measures implemented by State Street;
   ii. Promptly provide State Street with information regarding any failure of State Street's security measures or any security breach related to State Street Data that Service Provider becomes aware of in connection with its performance of the services at State Street's facilities; and
   iii. Maintain absolute confidentiality regarding any such failure of such security measures or any security.

c. State Street resources, including computers, software, proprietary information, and telecommunications equipment will not be used for any activity not related to State Street business. All assigned mobile devices that connect to State Street are in possession of Service Provider's Personnel at all times or kept in a secured location. State Street network will only be accessed through an approved connection (e.g., ASG, SSL VPN etc.).

d. Notwithstanding anything to the contrary contained in this Schedule or each applicable Agreement generally, if at any time Service Provider is required to copy (in print, electronic or other form), transport, transmit, transfer or otherwise move any State Street Data to carry out its obligations under each applicable Agreement, it shall only do so if such printed or moved State Street Data remains on State Street's premises, and within State Street's network, as applicable, at all times. In no event shall any State Street Data be removed from State Street's premises or its network. For purposes of each applicable Agreement, any and all information residing with the State Street network or accessed while on State Street premises shall be considered to be State Street Data. Further, Service Provider personnel are prohibited from the following activities:

   i. Initiating or facilitating any unauthorized attempts to access State Street information assets,
   ii. Storing or sending of State Street Data or intellectual property to personal email accounts or any other personal account including but not limited to cloud storage account, any public location, social media sites, help forums or blogs,
   iii. Copying, downloading or storing of State Street Data or intellectual property to removable data devices unless authorized and the device has been encrypted and approved by State Street,
   iv. Sharing of State Street credentials (user IDs and passwords) and/or tokens with anyone or the use of State Street credentials for accounts other than State Street.

e. Service Provider personnel will complete required State Street information security training within the specified timeframe.

16. Definitions and Guidance

a. For the purpose of this Schedule, the following Cloud Computing terms are defined according to **NIST Special Publication 800-145 (Revision September 2011):**

   Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.
   Software as a Service (SaaS). The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
   Platform as a Service (PaaS). The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming

languages, libraries, services, and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

Infrastructure as a Service (IaaS). The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Private cloud. The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

Community cloud. The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

Public cloud. The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

Hybrid cloud. The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

b. For the purpose of this Schedule, the Penetration Testing terms defined as:

State Street Data Environment (SSDE) is defined as the people, processes, and technology that store, process, or transmit State Street Data or sensitive authentication data.

Critical Systems are systems involved in the processing or protection of State Street Data. For example, security systems, public-facing devices and systems, databases, and other systems that store, process, or transmit State Street Data. However, for the purposes of a penetration test, there may be additional systems outside the SSDE boundaries that could affect the security of the SSDE. Common examples of critical systems relevant to a penetration test might include: security systems (for example, firewalls, intrusion-detection systems/intrusion-prevention systems (IDS/IPS), authentication servers, etc.), or any assets utilized by privileged users to support and manage the SSDE.

The following guidance applies to Penetration Testing scope:

i. The scope of an external penetration test is the exposed external perimeter of the SSDE and critical systems connected or accessible to public network infrastructures. It should assess any unique access to the scope from the public networks, including services that have access restricted to individual external IP addresses. Testing must include both application-layer and network-layer assessments. External penetration tests also include remote access vectors such as dial-up and VPN connections.

ii. The scope of the internal penetration test is the internal perimeter of the SSDE from the perspective of any out-of-scope LAN segment that has access to a unique type of attack on the SSDE perimeter. Critical systems or those systems that may impact the security of the SSDE should also be included in the scope. Testing must include both application-layer and network-layer assessments.

iii. If segmentation controls have been implemented to separate environments, segmentation checks should be performed from any non-SSDE environment that is intended to be completely segmented from the SSDE perimeter. The intent of this assessment is to validate the effectiveness of the segmentation controls separating the non-SSDE environments from the SSDE and ensure the controls are operational.

iv. To be considered out of scope of SSDE penetration test, a system component must be isolated (segmented) from the SSDE, such that even if the out-of-scope system component was compromised it could not impact the security of the SSDE. Therefore, the penetration test may include systems not directly related to the processing, transmission or storage of State Street Data to ensure these assets, if compromised, could not impact the security of the SSDE.

If access to the SSDE is obtained as a result of the testing, it is recommended to continue exploring inside the network and further the attack against other systems within the CDE, and also include testing any data-exfiltration prevention (data-loss prevention) controls that are in place.

Appendix B

Vendor Management, Subcontractors, Personnel Management, Privacy, and Compliance.

1. Vendor Management Program

Service Provider agrees to participate in State Street's vendor management program including completing State Street's vendor risk assessment questionnaire(s) when requested by State Street. Requests by State Street will be no more frequent than once in any twelve (12) month period for any services provided to State Street. Service Provider also agrees to make appropriate resources available for follow-up phone review(s) of the questionnaire or, if requested by State Street, for an onsite visit.

2. Subcontractors

Service Provider shall not delegate any services to be performed under each applicable Agreement or provide any access to State Street Data or its network to a subcontractor or other third party except to a subcontractor approved by State Street as provided herein (**"Approved Subcontractor"**) who complies with the security measures at least as stringent as those described in this Schedule. An "Approved Subcontractor" means each Service Provider's subcontractor required by the terms herein to be approved by State Street in writing prior to performing services for State Street or having access to State Street Data. Service Provider shall provide State Street with sufficient information regarding each proposed subcontractor to whom Service Provider intends to either delegate performance of all or part of the services or provide access to State Street confidential information and/or State Street systems in order to enable State Street to determine whether State Street can approve, in writing prior to performing services or accessing State Street confidential information, such subcontractor as an Approved Subcontractor. A list of Service Provider Approved Subcontractors as of the date of this Schedule is attached hereto as Attachment 1. If Service Provider desires to add an Approved Subcontractor to Attachment 1, Service Provider shall so notify State Street and provide it with sufficient information to enable State Street to determine whether or not it can consent to, in writing prior to performing services or accessing State Street confidential information, the appointment of such subcontractor as an Approved Subcontractor. Service Provider shall engage all subcontractors performing or supporting services hereunder pursuant to contracts that contain or are consistent in all material respects with the provisions of applicable Agreement. Where a subcontractor or an Approved Subcontractor processes State Street personal data, Service Provider shall ensure that the subcontractor is bound by data processing terms at least as stringent as those contained in the Data Processing Addendum in Attachment 2. Upon State Street's request, Service Provider shall promptly provide State Street with a copy of the written agreement (or to the extent permitted by law, summaries thereof) and any updates thereof, which it has with each Approved Subcontractor having access to State Street Data. Service Provider shall remain responsible and liable for the acts and omissions of any subcontractor to the same extent as if such acts and omissions were performed or not performed, as the case may be, by Service Provider, regardless of whether State Street has exercised its right to reject or approve State Street's use of any proposed subcontractor, as applicable.

Service Provider must at any given time, in writing, be able to identify any sub-contractors and sub-processors that participate in the data processing, the chain of accountability and approach used to ensure that data protection requirements are fulfilled.

Service Provider must at any given time, in writing, be able to identify the procedures used to inform State Street of any intended changes concerning the addition or replacement of sub-contractors, cloud providers or cloud sub-processors with State Street retaining at all times the possibility to object to such changes or to terminate the applicable Agreement.

3. Background Check and Security Clearance

a. Service Provider's Personnel who access State Street's facilities or systems are subject to certain credit and criminal checks conducted by State Street or its agents (**"Security Clearance"**) applicable to banks pursuant to banking regulations by State Street. If any person does not pass State Street's Security Clearance, Service Provider shall remove such person from the assignment. Service Provider is responsible for informing and receiving the consent of its assigned personnel that a Security Clearance including, without limitation, fingerprinting, identification picture for badge, and the signing of a security form and confidentiality agreement, will be required.

b. Service Provider's assigned personnel shall comply with the State Street's policies and rules, including those relating to facilities access, systems access operating standards and procedures, user identification and password controls, corporate information, security and data protection and privacy, as in effect from time to time as a condition to being provided access to State Street's premises, systems or State Street Data. Service Provider will not, and will ensure that Service Provider personnel do not, break, bypass, or circumvent, or attempt to break, bypass or circumvent, any security system of State Street, or obtain, or attempt to obtain, access to any State Street Data other than as allowed by State Street in compliance with this Schedule.

c. Service Provider represents and warrants that, as part of its standard hiring and vendor due diligence practices, Service Provider personnel assigned to perform the services or otherwise having access to State Street Data shall be subject to appropriate pre-employment background investigations performed by or on behalf of Service Provider consistent with industry standards taking into consideration the confidential nature of the services to be performed and the risk and severity of damage to State Street or others that might result from its personnel's negligence or wrongful conduct. Service Provider shall make available, upon request from State Street, evidence (such as invoices for services) that will not pose a privacy issue that the background investigations have been performed on such personnel.

4. Physical Security

a. **Securing Physical Facilities** – Service Provider shall maintain all systems hosting State Street Data and/or providing services on behalf of State Street in a physically secure environment that restricts access to only authorized individuals, detects any unauthorized access or access attempts, and reports incidents and non-conformance of security policy to management. A secure environment includes 24x7 security personnel governance or equivalent means of monitoring of controls for all relevant locations (including, without limitation, buildings, computer facilities, and records storage facilities).

b. **Secure Physical Processing Locations** – Service Provider shall keep an up-to-date record of the location of each data center used in connection with the provisions of services and the owner of such data center and shall provide such record to State Street upon request. Further Service Provider shall promptly notify State Street of any transfer or relocation of material portions of State Street Data.

5. **Personal Data**

a. **Compliance** – To the extent applicable, Service Provider will retain, handle, process, host, have access to and/or otherwise use any personal data contained within the State Street Data perform its obligations hereunder in a manner that complies with all applicable laws, rules, regulations, ordinances, directives, decisions and codes, including, without limitation, relevant data protection and privacy laws.

b. **Global Data Protection and Privacy**

i. When processing State Street personal data, Service Provider shall comply with the terms of and complete and execute a Data Processing Addendum substantially in the form of Attachment 2 ("**Data Processing Addendum**"), which agreement, together with the terms of this Agreement, will govern the processing of any and all State Street personal data in connection with the Services. Where the Service Provider processes or transfers any State Street personal data outside of the European Economic Area ("EEA"), Service Provider agrees to execute the European Commission Contractual Clauses with the relevant State Street entity as set out in the Data Processing Addendum.

ii. For avoidance of doubt, this Schedule shall apply to the processing of any State Street personal data, irrespective of which jurisdiction the data subject resides and notwithstanding the fact that the Service Provider has executed the Data Processing Addendum.

iii. To the extent that it is determined by any data protection authority that this Agreement or the Data Processing Addendum is insufficient to comply with the applicable data protection and privacy laws or to the extent required otherwise by any changes in the applicable data protection and privacy laws or the enactment of new data protection and privacy laws during the Term, the Parties agree to work cooperatively and in good faith to amend this Agreement or execute Data Processing Addenda, if any, in a mutually agreeable and timely manner or to enter into further mutually agreeable data processing addenda in an effort to comply with any data protection and privacy laws applicable to the Parties.

iv. Service Provider shall take such actions, without further consideration and at Service Provider's expense, necessary to protect State Street personal data against unauthorized or unlawful processing and accidental or intentional loss, destruction or damage as are appropriate to State Street as data controller or owner of the State Street personal data and/or satisfy within a timely manner requests or requirements of relevant governmental or data protection regulatory authorities, provided that Service Provider shall not be obliged to take any measures higher than that required by law, without additional charge to State Street.

v. State Street shall have the responsibility to notify all its employees, contingent workers or participants as may be required by applicable data protection and privacy laws of the collection and intended usage of their personal data. Service Provider shall provide State Street with any and all information, including applicable State Street personal data,

which State Street requires to respond, in a timely manner and in compliance with applicable data protection and privacy laws, to any inquiries, notices, claims or demands brought by a data subject in connection with the usage of their personal data.

vi. Upon the request of State Street or one of its Related Companies, Service Provider shall (i) enter into additional Data Processing Addenda as State Street may require, and (ii) use reasonable efforts to cooperate in connection with the preparation of the additional Data Processing Addenda and any required annexes to such additional Data Processing Addenda, including providing any additional information requested by the relevant data protection authorities within the period of time specified by such authorities, or, if no time period is specified by the applicable data protection authorities, within a reasonable time.

vii. Service Provider acknowledges that to the extent that it maintains or has access to certain State Street personal data of Massachusetts residents, Service Provider is obligated to comply with the Massachusetts Office of Consumer Affairs and Business Regulation standards for the protection of personal information of Massachusetts residents, 201 CMR 17.00 ("**Standards**"). Service Provider certifies that for so long as it has State Street personal data of Massachusetts residents thereafter and to the extent that the Standards are applicable to the Services that Service Provider provides hereunder, Service Provider shall maintain information security safeguards and protect such State Street personal data in compliance with the Standards and that it shall notify State Street in writing immediately if it is no longer in compliance with the Standards. Service Provider further certifies to State Street that it has a written information security program in compliance with the Standards.

c. **"Special" Personal Data Processing.** Service Provider shall provide enhanced controls for "special" categories of State Street personal data when requested by State Street, including but not limited to encryption at rest and during transmission.

6. Preparation of Examination Reports

In accordance with Appendix A Section 5(e) above, Service Provider shall, upon State Street's request and at its sole expense, engage its independent outside accounting firm to prepare certain periodic Service Organization Control Reports ("**Examination Reports**") in accordance with the standards of the American Institute of Certified Public Accountants ("**AICPA**"), or any successor U.S. standards or guidelines to the same or analogous standards or guidelines in non-U.S. jurisdictions (collectively, "**Auditing Standards**"), evaluating the Services performed by Service Provider (to the extent that the Auditing Standards contemplates the evaluation of such Services). Service Provider represents and warrants that it shall promptly provide State Street with true and correct copies of any Examination Reports prepared pursuant to this Section and agrees that it will promptly remedy any shortcomings disclosed in any Examination Reports and implement any reasonable recommendations contained therein as to such shortcomings. To the extent compliance with the Auditing Standards requires, or the Parties reasonably mutually agree on, the joint preparation of the Examination Reports evaluating the Services performed by Service Provider, State Street shall, and shall cause its independent outside accounting firm to, cooperate in good faith with Service Provider and its independent outside accounting firm to jointly prepare such Examination Reports and the Parties shall each pay their respective costs of such preparation.

7. Audit Rights

Service Provider shall permit one or more State Street personnel or agents (including State Street's internal or external auditors and such governmental and data protection authorities governing State Street), at such times as shall be requested, at least 60 days in advance and once annually, to inspect and take extracts from any records (redacted to remove references to matters unrelated to the materials or services under each applicable Agreement) maintained by Service Provider or its subcontractors in connection with each applicable Agreement and to visit and inspect any premises where services are being performed (including, as applicable, walk-through of primary and backup data centers, subject to generally-applicable restrictions imposed by any third party operators of such data centers) to verify that Service Provider is employing reasonable procedures in compliance with the terms of this Schedule including without limitation as to confidentiality and data security obligations hereunder. At State Street's request, Service Provider shall provide State Street or its personnel or agents with any reports of Service Provider's internal and external auditors in connection with Service Provider's system of internal accounting controls as they relate to Service Provider's controls and security requirements and the services provided under each applicable Agreement (redacted to remove references to matters unrelated to such services) and remedial plan to address any deficiencies set out in the report.

Exhibit E

Data Privacy Addendum

DATA PROCESSING ADDENDUM

This **DATA PROCESSING ADDENDUM** (**"Addendum"**) supplements, amends and forms part of the Cloud Services Agreement (**"Principal Agreement(s)"**) previously entered into between ***STATE STREET BANK AND TRUST COMPANY*** (**"State Street"**) acting on its own behalf and as agent for each State Street Affiliate and **METRICSTREAM, INC.** (**"Service Provider"**) acting on its own behalf and as agent for each Service Provider Affiliate.

Except as modified below, the terms of the Principal Agreement(s) shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement(s) with effect from 25 May 2018 (**"Addendum Effective Date"**). Except where the context requires otherwise, references in this Addendum to the Principal Agreement(s) are to the Principal Agreement(s) as amended by, and including, this Addendum.

1. DEFINITIONS AND INTERPRETATION

1.1. For purposes of this Addendum only, the following terms shall have the meanings set out below and any other capitalised terms not defined herein shall retain the meaning ascribed to them in the Principal Agreement(s):

(a) **"Affiliate"** means, in relation to either State Street or Service Provider, an entity that owns or controls, is owned or controlled by or is under common control or ownership with State Street or Service Provider (as applicable), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

(b) **"Applicable Laws"** means:

(i) European Union or Member State laws with respect to any State Street Personal Data in respect of which any State Street Group Member is subject to Data Protection Laws; and

(ii) any other applicable law with respect to any State Street Personal Data in respect of which any State Street Group Member is subject to any other Data Protection Laws;

(c) **"Contracted Processor"** means Service Provider or a Sub-processor;

(d) **"Data Protection Laws"** means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the EU General Data Protection Regulation 2016/679 (**"GDPR"**) and laws implementing or supplementing the GDPR and any data protection laws

substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union, and to the extent applicable, the data protection or privacy laws of any other country;

(e) "**Restricted Transfer**" means:

(i) a transfer of State Street Personal Data from any State Street Group Member to a Contracted Processor; or

(ii) an onward transfer of State Street Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the appropriate safeguards as set forth in article 46 of the GDPR;

(f) "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Service Provider for State Street Group Members pursuant to the Principal Agreement(s);

(g) "**Standard Contractual Clauses**" means the contractual clauses set out in Decision of the Commission of the European Union 2010/87/EU between Data Controller and Data Processor (or any replacement European Commission standard contractual clauses from time to time);

(h) "**State Street Group Member**" means State Street or any State Street Affiliate;

(i) "**State Street Personal Data**" means any Personal Data processed by a Contracted Processor on behalf of a State Street Group Member pursuant to or in connection with the Principal Agreement(s); and

(j) "**Sub-processor**" means any person (including any third party and any Service Provider Affiliate, but excluding an employee of Service Provider or any of its sub-contractors) appointed by or on behalf of Service Provider or any Service Provider Affiliate to process Personal Data on behalf of any State Street Group Member in connection with the Principal Agreement(s).

1.2. The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**process/processing**", "**Processor**" and "**Supervisory Authority**" shall have the same meaning as in article 4 of the GDPR. The words "**include/including**" shall be construed to mean include without limitation.

1.3. In this Addendum a reference to a section is to a section to this Addendum unless otherwise stated.

1.4. For the purposes of the Principal Agreement(s) and this Addendum, State Street shall act as a Controller and Service Provider shall act as a Processor.

2. AUTHORISATION

Service Provider warrants and represents that Service Provider is duly authorised (or subsequently ratified) to enter into this Addendum for and on behalf of any Service Provider Affiliate who processes any State Street Personal Data before any such Service Provider Affiliate commences with the processing of the State Street Personal Data on behalf of any State Street Group Member.

3. DATA PROCESSING

3.1. Service Provider and each Service Provider Affiliate shall and shall procure that each Sub-processor shall:

(a) comply with all applicable Data Protection Laws when processing State Street Personal Data; and

(b) only process State Street Personal Data in accordance with the relevant State Street Group Member's documented instructions unless processing is required by Applicable Laws to which the relevant Service Provider (or Service Provider Affiliate) is subject, in which case Service Provider or the relevant Service Provider Affiliate shall inform the relevant State Street Group Member of that legal requirement before the relevant processing of that Personal Data.

3.2. State Street shall instruct Service Provider and each Service Provider Affiliate (and authorise Service Provider and each Service Provider Affiliate to instruct each Sub-processor) to:

(a) process State Street Personal Data; and

(b) transfer State Street Personal Data to any country or territory in accordance with section 4,

as reasonably necessary for the provision of the Services and consistent with the Principal Agreement(s).

3.3. State Street is duly and effectively authorised to give the instruction set out in section 3.2 on behalf of itself and each relevant State Street Affiliate.

3.4. Appendix 1 to this Addendum details certain information regarding the Contracted Processors' Processing of the State Street Personal Data as required by article 28(3) of the GDPR. State Street may make reasonable amendments to Appendix 1 by written notice to Service Provider from time to time as State Street reasonably considers necessary to ensure its compliance with its obligations under the GDPR. Nothing in Appendix 1 (including as amended in accordance with this section 3.4) shall confer any right or impose any obligation on any party to this Addendum.

4. INTERNATIONAL TRANSFERS

4.1. Subject to section 4.3, each State Street Group Member (as "data exporter") and Service Provider and each Service Provider Affiliate, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses set out in Appendix 4 to this Addendum in respect to any

Restricted Transfer from that State Street Group Member to that Service Provider or Service Provider Affiliate.

4.2. The Standard Contractual Clauses shall come into effect under section 4.1 on the later of:

(a) the data exporter becoming a party to them;

(b) the data importer becoming a party to them; and

(c) commencement of a Restricted Transfer.

4.3. Section 4.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the Restricted Transfer to take place without breach of applicable Data Protection Laws.

4.4. Additional terms for Standard Contractual Clauses in effect under section 4.1:

(a) for the purposes of Section 5(a) of the Standard Contractual Clauses, the processing described in section 3 is deemed an instruction by State Street to process State Street Personal Data, subject to Service Provider and each Service Provider Affiliate's compliance with applicable Data Protection Laws; and

(b) pursuant to Section 5(h) of the Standard Contractual Clauses, State Street agrees that Service Provider and each Service Provider Affiliate may engage new Sub-processors as detailed in section 7.

4.5. State Street agrees that the copies of the Sub-processor agreements that Service Provider and each Service Provider Affiliate must send to State Street pursuant to Section 5(j) of the Standard Contractual Clauses may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum, and Service Provider and each Service Provider Affiliate will provide such copies to State Street only upon State Street's written request.

5. TECHNICAL AND ORGANISATIONAL MEASURES AND SECURITY

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Service Provider shall and shall procure that each Contracted Processor shall implement and maintain, appropriate technical and organisational measures in relation to the processing of Personal Data by Service Provider or Contracted Processor to ensure a level of security appropriate to that risk including, as appropriate, the measures referred to in article 32 of the GDPR and Appendix 2 to this Addendum.

5.2. In assessing the appropriate level of security, Service Provider shall take into account all risks that are presented by processing the relevant Personal Data, in particular from a Personal Data Breach.

6. SERVICE PROVIDER PERSONNEL

Without limitation of any obligation under the Principal Agreement(s), Service Provider undertakes that it and each Service Provider Affiliate shall take all reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the State Street Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality, and ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant State Street Personal Data, as strictly necessary for the purposes of the Principal Agreement(s), and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor.

7. SUB-PROCESSING

7.1. To the extent strictly necessary, State Street authorises Service Provider and each Service Provider Affiliate to appoint further Sub-processors in accordance with this section 7 and any other restrictions in the Principal Agreement(s).

7.2. Service Provider and each Service Provider Affiliate may continue to use those Sub-processors already engaged by Service Provider or any Service Provider Affiliate as at the Addendum Effective Date as listed in Appendix 3 to this Addendum, subject to Service Provider and each Service Provider Affiliate in each case as soon as practicable meeting the obligations set out in section 7.4.

7.3. Service Provider shall give State Street prior written notice of the intended appointment of any new Sub-processor, including full details of the processing to be undertaken by the Sub-processor. If, within one month of receipt of that notice, State Street or a State Street Affiliate notifies Service Provider in writing of any reasonable objections to the intended appointment neither Service Provider nor any Service Provider Affiliate shall appoint (or disclose any State Street Personal Data to) that proposed Sub-processor until State Street or a State Street Affiliate and the Service Provider have agreed on reasonable steps to address the objections raised by State Street or a State Street Affiliate and State Street has been provided with a reasonable written explanation of the steps to be taken. In the event that no such reasonable steps can be agreed between State Street or a State Street Affiliate and the Service Provider and where such a change cannot be made within one month from Service Provider's receipt of State Street or the State Street Affiliate's notice, notwithstanding anything in the Principal Agreement(s), State Street may by written notice to Service Provider with immediate effect terminate the Principal Agreement(s) to the extent that it relates to the Services which require the use of the proposed Sub-processor.

7.4. With respect to each Sub-processor, Service Provider or the relevant Service Provider Affiliate shall:

(a) before the Sub-processor first processes State Street Personal Data (or, where relevant, in accordance with section 7.2), carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for State Street Personal Data required by the Principal Agreement(s);

(b) ensure that the arrangement between the (i) Service Provider, or (ii) the relevant Service Provider Affiliate, or (iii) the relevant intermediate Sub-processor; and the Sub-processor, is governed by a written contract including terms which offer at least the same level of protection for State Street Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR;

(c) if that arrangement involves a Restricted Transfer, ensure that appropriate safeguards are in place under article 46(2) of the GDPR. If the appropriate safeguard is adoption of the Standard Contractual Clauses, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between (i) Service Provider, or (ii) the relevant Service Provider Affiliate, or (iii) the relevant intermediate Sub-processor; and the Sub-processor, or before the Sub-processor first processes State Street Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the relevant State Street Group Member(s) (and State Street shall procure that each State Street Group Member party to any such Standard Contractual Clauses co-operates with their population and execution); and

(d) provide to State Street for review such copies of the Contracted Processors' agreements with Sub-processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as State Street may request from time to time.

7.5. Service Provider and each Service Provider Affiliate shall ensure that each Sub-processor performs the obligations under sections 3.1, 5, 6, 8.1, 9.3, 10 and 12.2, as they apply to Processing of State Street Personal Data carried out by that Sub-processor, as if it were party to this Addendum in place of Service Provider.

8. DATA SUBJECT RIGHTS

8.1. Service Provider and each Service Provider Affiliate shall assist each State Street Group Member by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the State Street Group Members' obligations, as reasonably understood by State Street, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

8.2. Service Provider shall:

(a) promptly notify State Street if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of State Street Personal Data; and

(b) ensure that the Contracted Processor does not respond to that request except on the documented instructions of State Street or the relevant State Street Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Service Provider shall to the extent permitted by Applicable Laws inform State Street of that legal requirement before the Contracted Processor responds to the request.

9. PERSONAL DATA BREACH

9.1. In respect of any Personal Data Breach, the Service Provider shall:

(a) notify State Street of the Personal Data Breach without undue delay upon becoming aware of the Personal Data Breach; and

(b) provide State Street without undue delay (wherever possible, no later than twenty four (24) hours after becoming aware of the Personal Data Breach) with such details as State Street reasonably requires regarding:

(i) the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects and Personal Data records concerned;

(ii) any investigations into such Personal Data Breach;

(iii) the likely consequences of the Personal Data Breach; and

(iv) any measures taken, or that the Service Provider recommends, to address such Personal Data Breach, including to mitigate its possible adverse effects,

provided that, (without prejudice to the above obligations) if Service Provider cannot provide all these details within such timeframes, it shall (before the end of this timeframe) provide State Street with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give State Street regular updates on these matters.

9.2. Service Provider shall promptly (and in any event within two (2) business days) inform State Street if it receives a complaint or request relating to either party's obligations under Data Protection Laws relevant to this Addendum, including any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority and provide State Street with full details of such complaint.

9.3. Service Provider shall co-operate with State Street and each State Street Group Member and take such reasonable commercial steps as are directed by State Street to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

10. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

Service Provider and each Service Provider Affiliate shall provide reasonable assistance to each State Street Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which State Street reasonably considers to be required of any State Street Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to processing of State Street Personal Data by, and taking into account the nature of the processing and information available to, the Contracted Processors.

11. DELETION OR RETURN OF STATE STREET PERSONAL DATA

11.1. Service Provider shall without delay, at State Street's written request, either securely delete or securely return all the Personal Data to State Street in such form as State Street reasonably requests after the earlier of:

(a) the end of the provision of the relevant Services related to processing; or

(b) once processing by Service Provider of any Personal Data is no longer required for the purpose of the Service Provider's performance of its relevant obligations under this Addendum,

and securely delete existing copies (unless storage of any data is required by Applicable Law and, if so, Service Provider shall inform State Street of any such requirement).

11.2. Each Contracted Processor may retain State Street Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Service Provider and each Service Provider Affiliate shall ensure the confidentiality of all such State Street Personal Data and shall ensure that such State Street Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

11.3. Service Provider shall provide written certification to State Street that it and each Service Provider Affiliate has fully complied with this section 11.

12. AUDIT RIGHTS

12.1. Without limiting any other right of State Street under the Principal Agreement(s), Service Provider shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of State Street, containing such information as State Street may reasonably require, including:

(a) the name and contact details of Service Provider's representative and data protection officer (if any);

(b) the categories of processing carried out on behalf of State Street and each State Street Group Member;

(c) where applicable, details of transfers of Personal Data to a third country or an international organisation; and

(d) a general description of the technical and organisational security measures referred to in section 5.1.

12.2. Service Provider shall make available to State Street on request in a timely manner (and in any event within three (3) business days):

(a) copies of the records under section 12.1; and

(b) such other information as State Street reasonably requires to demonstrate Service Provider's compliance with its obligations under Data Protection Laws and this Addendum.

12.3. Service Provider shall at no cost to State Street:

(a) allow for and contribute to audits, including inspections, conducted by State Street or another auditor mandated by State Street for the purpose of demonstrating compliance by Service Provider with its obligations under Data Protection Laws and this Addendum; and

(b) provide (and procure) reasonable access for State Street or such other auditor (where practicable, during normal business hours) to:

(i) the facilities, equipment, premises and sites on which Personal Data and/or the records referred to in section 12.1 are held, and to any other equipment or facilities used in the provision of the Services (in each case whether or not owned or controlled by Service Provider); and

(ii) to Service Provider Personnel,

provided that State Street gives Service Provider reasonable prior notice of such audit and/or inspection.

12.4. Service Provider shall promptly resolve, at its own cost and expense, all data protection and security issues discovered by State Street and reported to Service Provider that reveal a breach or potential breach by Service Provider of its obligations under this Addendum.

12.5. State Street shall be entitled to share any notification, details, records or information provided by or on behalf of Service Provider under this Addendum with any State Street Group Member, its professional advisors and/or any Supervisory Authority.

13. GENERAL TERMS

13.1. Governing law and jurisdiction.

(a) The Parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement(s) with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity.

(b) This Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement(s).

13.2. Order of precedence.

(a) Nothing in this Addendum shall reduce Service Provider's or any Service Provider Affiliate's obligations under the Principal Agreement(s) in relation to the protection of

Personal Data or permits Service Provider or any Service Provider Affiliate to process (or permit the processing of) Personal Data in a manner which is prohibited by the Principal Agreement(s). In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

(b) Subject to section 13.2(a), with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the Parties, including the Principal Agreement(s) and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the Addendum Effective Date, the provisions of this Addendum shall prevail.

13.3. Changes in Data Protection Laws, etc.

(a) State Street may:

(i) by at least sixty (60) calendar days' written notice to Service Provider from time to time make any variations to the Standard Contractual Clauses, as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

(ii) propose any other variations to this Addendum which State Street reasonably considers to be necessary to address the requirements of any Data Protection Law.

(b) If State Street gives notice under section 13.3(a)(i) State Street shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by Service Provider to protect the Contracted Processors against additional risks associated with the variations made under section 13.3(a)(i).

(c) If State Street gives notice under section 13.3(a)(ii), the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in State Street's notice as soon as is reasonably practicable.

(d) Neither State Street nor Service Provider shall require the consent or approval of any State Street Affiliate or Service Provider Affiliate to amend this Addendum pursuant to this section 13 or otherwise.

13.4. Severance. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement(s) with effect from the Addendum Effective Date.

***METRICSTREAM*, INC.**

By: _____

Name: Jessica Zhou

Title: Chief Legal Officer

***STATE STREET BANK AND TRUST* COMPANY**

By: Michael L. Richards

Name: Michael L Richards

Title: EVP General Auditor

APPENDIX 1

DATA PROCESSING DETAILS

This Appendix includes certain details of the processing of Personal Data as required by article 28(3) of the GDPR.

Subject Matter of processing	The performance of the services documented in the Principal Agreement(s).
Duration of processing	The processing shall continue until the later of: - the relevant Principal Agreement(s) being terminated or expiring in accordance with its terms and any notice period or transition period prescribed by that Principal Agreement(s) having expired; and - the Service Provider no longer being subject to an applicable legal or regulatory requirement to continue to store the Personal Data
Nature and purpose of processing	The processing is being conducted in order to facilitate the performance of the services documented in the relevant Principal Agreement(s).
Types of personal data	No personal data is entered into the system by the user. The system receives a feed from My WorkDay with the fields listed below. Name, employee id, job desc, job code, bank title, employee class and descry, fte, band, hr status, start date, last start date, term date, *etc.* Attachments are added to the audit workpapers to evidence the work performed. These attachment s may contain Personal information or confidential information. This information should be redacted prior to adding the documents if possible.
Categories of Data Subject	Employees, contractors , vendors from My Workday , no client data Last Name First Name Middle Name Employee ID Job Code Description Bank Title HR Status Start Date Term Date City

	Location Code Contact End Date DeptID DeptID Description Level 1 Name Level 2 Name Level 3 Name Level 4 Name Supervisor ID Supervisor Name Lvl 1 Mgr Bank Title Contact End Date
State Street's obligations and rights (as data controller)	As set out in this Addendum and the relevant Principal Agreement(s).

APPENDIX 2

TECHNICAL AND ORGANISATIONAL MEASURES

As set out in the Security Schedule (as defined and appended to the Principal Agreement(s)).

APPENDIX 3

LIST OF THIRD PARTIES PROCESSING PERSONAL DATA ON BEHALF OF SERVICE PROVIDER

NOT APPLICABLE

APPENDIX 4

STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

1. **MetricStream, Inc.**, having its principal place of business at **2479 East Bayshore Road, Suite 260, Palo Alto, California 94303** (the **data importer**); and **State Street Bank and Trust Company**, having its principal place of business at **One Lincoln Street, Boston, Massachusetts** (the **data exporter**),

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Exhibit 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ([1]);

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Exhibit 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and,

where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Exhibit 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Exhibit 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Exhibit 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Exhibit 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations, referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (1). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to

bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely, the United Kingdom.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

On behalf of the data importer:

Name (written out in full): METRICSTREAM, INC.

Position:

Address: 2479 East Bayshore Rd. Suite. 260, Palo Alto, CA 94303

Other information necessary in order for the contract to be binding (if any):

Exhibit 1

to the Standard Contractual Clauses

This Exhibit forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Exhibit

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

[A trust company specialising in services to mutual funds and their advisers, collective investment funds, corporate and public pension funds, insurance companies, operating companies and non-profit organisations.]

Data Importer

The data importer is (please specify briefly activities relevant to the transfer):

A provider of GRC products and services

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Employee and Contractor information

Categories of data

The personal data transferred concern the following categories of data (please specify):

The system receives a feed from My WorkDay with the fields listed below. Name, employee id , job desc, job code, bank title , employee class and descry, fte, band, hr status, start date, last start date, term date. Etc.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

No

Exhibit 2

to the Standard Contractual Clauses

This Exhibit forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures set out in the Security Schedule contained in the Principal Agreement(s).

Exhibit F

List of Subcontractors

NONE

Exhibit "G"

Open Source Components/Third Party Software

Metric Stream represents and warrants that Customer's use of the open source components, if any, included as part of the Cloud Application will be in compliance with the terms of the applicable open source license subject to Customer's compliance with the terms and conditions of this Agreement. A list of the Open Source Software and the applicable licenses is listed below

Publisher	Name of Open Source Component
	Apache 2.2.21
	Tomcat 6.0.29
	FOP 0.20.5
	Jakarta Log Kit
	Apache Batik 1.5
	Avalon Framework 4.0
	MySQL Connector J 3.0
	LDAP SDK 4.17
	Java Mail API 1.3
	Apache Ant
	JAXP
	Xerces
	Tiny Java Web Server 1.95
	Apache Velocity template engine 1.5
	json library 2.2.1 for JDK 1.3
	opencsv-1.8.jar
	Ext Js 3.2.0
	tinyMCE 3.5.0.1
	gson 1.4
	BouncyCastle 1.42.0
	OIOSAML 5922
	Apache Commons libraries in ECP
	BeanUtils 1.8.0
	Codec 1.2
	Collections 3.2
	Digester 1.8.1
	Discovery 0.2
	Http Client 3.1 HTTP/1.1 compliant HTTP
	IO
	Lang 2.3
	Logging 1.1.1

	Jasper 4.7
	OpenOffice 3.3
	R 2.15

Exhibit "H"

Prohibition on Human Trafficking and Modern Slavery

To the extent applicable, Metric Stream represents, warrants and undertakes that:

(i) neither Metric Stream nor any of its officers, employees, agents or subcontractors has: (A) committed an offence under the Modern Slavery Act 2015 and/or any other laws, rules or regulations prohibiting human trafficking and/or slavery (a "**Offence**"); or (B) been notified that it is subject to an investigation relating to an alleged Offence or prosecution under the Modern Slavery Act 2015 and/or any other laws, rules or regulations prohibiting human trafficking and/or slavery; or (C) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged Offence or prosecution under the Modern Slavery Act 2015 and/or any other laws, rules or regulations prohibiting human trafficking and/or slavery;

(ii) it shall comply with the Modern Slavery Act 2015 and any other laws, rules or regulations prohibiting human trafficking and/or slavery;

(iii) its responses to Customer's modern slavery and human trafficking due diligence questionnaire are complete and accurate and not misleading; and

(iv) it shall notify Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of Metric Stream's obligations under this Section. Such notice to set out full details of the circumstances concerning the breach or potential breach of Metric Stream's obligations.

During each twelve-month period of the Term, upon request by Customer, Metric Stream shall prepare and deliver to Customer an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

EXHIBIT I

LIST OF THIRD-PARTY PRODUCTS

None

EXHIBIT J
Order Form No. 1

This Order Form ("Order Form") is issued under the Master Subscription Agreement entered into by and between MetricStream, Inc., and State Street Bank and Trust Company, a Massachusetts trust company ("Customer") and dated January 31, 2020. ("Agreement"). 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:

Cloud Hosting:	MetricStream will provide the Customer with Premium Cloud Application Services including Encryption of the Database at Rest (TDE)
Type of License:	Annual Subscription License
Subscription Begin Date:	The Subscription Begin Date shall be the date upon which this Agreement becomes fully executed.
Subscription Term:	The Initial Subscription Term shall begin on the Subscription Begin Date and shall continue for a period of one (1) year unless terminated pursuant to Section 3.2 of the Agreement ("Initial Term").
Fees:	The Fees for the Initial Term shall be as follows:

Fee	Yr. 1
Cloud Services - Premium	$180,000
Encryption of the Database at Rest (TDE) Service Fee:	$90,000
Enhanced Security Fee:	$60,000
Total Annual Fees	$330,000

Cloud Services Fees	[incorporated in table above]
Encryption of the Database at Rest (TDE) Service Fee	[incorporated in table above]
Enhanced Security Fee:	[incorporated in table above]
Invoice Schedule:	As used herein, "Fees" are defined as, collectively or individually, the License Fee, Cloud Services Fee and Platform Fee. MetricStream may invoice upon State Street's Acceptance of the Cloud Hosting services. 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 (post expiry of Initial Term) shall be increased by an amount equal to two and one-half percent (2.5%).
Payment Terms:	Net 45 days from the date of receipt of Invoice.
Invoice Address:	As provided on State Street's purchase order.
Purchase Order Information:	☐ If no Purchase Order is required. ☒ 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

The Premium Cloud Application 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 WITNESS WHEREOF, the Parties have executed this Order Form through their authorized representatives.

***METRICSTREAM*, INC.**	***STATE STREET BANK AND TRUST* COMPANY**
By:	**By:** Michael L. Richards
Name: Jessica Zhou	**Name:** Michael L Richards
Title: Chief Legal Officer	**Title:** EVP - General Auditor

Exhibit K

Audit Methodology – Information Classification – Use of Personal Data

Handling of PII in Internal Audit Workpapers

- Audit workpapers are restricted to Corporate Audit staff for viewing except when requested by regulators or other external parties approved in line with the Corporation's Supplemental Requirements for NIST 800 53R4 Standards. Audit workpapers are not provided to customers of State Street.
- Though workpapers are classified as limited access and upon discussion with the Privacy Office, personal data is allowed to be within the audit workpapers and attachments without further access restriction or redaction on the condition that only data necessary to conduct testing is retained. In most cases, a single, unique "identifier" (e.g., legal entity ID, account #, employee #) is used and other PII is redacted.
    - Per discussion with the audit owners, "higher risk" personal data that may be included in audits of Global Human Resources (e.g., incentive compensation, payroll), Global Security (e.g., background checks, investigations) and Corporate Compliance (e.g., know your customer requirements and files. IN these cases the audit owners either (a) did not include the high risk PII at all and only described the data so that another individual could run the same report or (b) redacted the data to only include a single unique identifier .Further, audit owners confirmed that where possible, documentation is reviewed on-site or live rather than obtaining electronic support
- The main scenario where we are aware of two identifiers being used is user access testing, which may include employee name and employment ID.

Controls in Place

- There are two key controls in every audit to prevent the inclusion of personal data:
    - All workpapers undergo at least one level of review, typically by an AVP or above, to approve content and a final review, typically by a VP or above, to close the audit and confirm compliance with information classification requirements
- In addition to these controls, Audit's Quality Assurance team reviews a sample of audits each year for compliance with our methodologies, including information classification standards

EXHIBIT L

Master Services Agreement dated December 30, 2011

MASTER SERVICE AGREEMENT

by and between

METRICSTREAM, INC.

and

STATE STREET BANK AND TRUST COMPANY

Effective December 30, 2011

06/11

MASTER SERVICE AGREEMENT

MASTER SERVICE AGREEMENT together with its Schedules ("Agreement") made this 30th day of December, 2011, by and between MetricStream, Inc., a Delaware corporation with a principal place of business located at 2600 East Bayshore Road, Palo Alto, CA 94303 ("Service Provider") and State Street Bank and Trust Company ("SSBT"), a Massachusetts trust company with a principal place of business located at One Lincoln Street, Boston, Massachusetts 02111-2900 (each, a "Party" and, collectively, the "Parties").

WHEREAS, SSBT desires to engage Service Provider to implement its Internal Audit Solution;

WHEREAS, the Service Provider offers such Services;

WHEREAS, Service Provider has represented to SSBT that it has the requisite expertise to provide the Services and Deliverables; and

WHEREAS, SSBT desires to retain Service Provider, and Service Provider has agreed, to provide the Services and the Deliverables on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained Service Provider and SSBT hereby agree as follows:

1. Definitions

1.1. **"Approved Subcontractor"** means each Service Provider subcontractor required by the terms of Section 2.8 to be approved by SSBT in writing prior to performing Services or having access to SSBT Confidential Information under this Agreement.

1.2. **"Confidential Information"** means all information which relates to research, development, and business activities of Discloser and Discloser's parent, subsidiary, affiliated companies, customers and third party vendors, if any, whether in documentary, database, electronic, oral or any other form, and any and all trade secrets, trade knowledge, know-how, formulae, processes, systems, software, algorithms, data, programs, training aids, printed materials, methods, books, records, client files, employee or other Personnel names, identity and information, policies and procedures and other information relating to the operation of Discloser, and shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by Recipient based on the Confidential Information made available to it by Discloser. "Confidential Information" as to SSBT shall include, without limitation, SSBT Personal Data, SSBT Content and Third Party Content. The terms of this Agreement are "Confidential Information" as to both Parties.

1.3. **"Data Protection and Privacy Laws"** means all federal, state and foreign laws, rules, regulations, directives and governmental or data protection authority decisions, in each case, having the force of law applicable to the collection, use, storage and/or disclosure of personally identifiable data and sensitive personal information including, without limitation, Title V of Gramm-Leach-Bliley Act of 1999, Japan's Personal Information Protection Law, The Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 C.M.R. 17.00, et seq.), and the UK Markets in Financial Instruments Directive and the European Union Directive 95-46.

1.4. **"Deliverables"** means all data, information, materials, inventions, computer programs and computer software (including, without limitation, all source code), designs, samples, specifications, schematics, processes and formulae, development tools, inventions, ideas,

concepts, know-how, techniques, materials, flow charts, outlines, lists, compilations, manuscripts, writings and pictorial materials, and all documentation and media constituting, describing or relating to the foregoing including, without limitation, manuals, memoranda and records and deliverables, conceived, created, developed and/or reduced to practice in connection with a Statement of Work by Service Provider, or jointly by SSBT and Service Provider, or otherwise by Service Provider pursuant to specifications or materials provided by SSBT.

1.5. **"Discloser"** means the Party providing the Confidential Information.

1.6. **"Force Majeure Event"** means any circumstance or cause beyond a Party's reasonable control and not caused by such Party, its agents or Personnel, including, without limitation, acts of God, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, blockades, acts of war, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing.

1.7. **"Hour Worked"** means the lesser of 8 hours or actual hours spent engaged in providing the Services at SSBT's offices or elsewhere, as contemplated by a Statement of Work, or actual hours spent engaged in providing support services necessary for the successful performance of the Services contemplated under a Statement of Work.

1.8. **"Intellectual Property Rights"** means copyrights (including rights in software), patents, trademarks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the universe.

1.9. **"Personnel"** means any and all full or part-time employees, temporary employees, consultants, contractors or subcontractors.

1.10. **"Recipient"** means the Party receiving the Confidential Information.

1.11. **"Related Company (collectively, "Companies")"** means in relation to either Service Provider or SSBT, a subsidiary or affiliate of such Party.

1.12. **"Services"** means the services and Deliverables provided by Service Provider to SSBT pursuant to this Agreement, as further described in each Statement of Work.

1.13. **"SSBT Content"** means the specifications and/or materials, proprietary tools and methodologies including, but not limited to software and hardware, provided by SSBT to Service Provider or of which Service Provider otherwise becomes aware.

1.14. **"SSBT Personal Data"** means data, information, text, visual or graphic representations and other materials in any medium or format, electronic, tangible or otherwise of a personal, sensitive or confidential nature concerning or relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the Service Provider including, but not limited to, any customer, contractor, Personnel or agent of SSBT, its Related Companies or any of

their customers, contractors, Personnel, or agents which would be subject to application of Data Protection and Privacy Laws and which:

(a) is provided or made available to the Service Provider or any of its Related Companies by or at the direction of SSBT or any of its Related Companies in connection with the provision of the Services,

(b) the Service Provider and any of its Related Companies create, collect, process, store, generate or transmit in connection with the provision of the Services, or

(c) the Service Provider becomes aware of as a result of or in connection with the performance this Agreement.

SSBT Personal Data shall not include business contact information.

1.15. **"Standard Tools"** means Service Provider's proprietary tools, methodologies and materials developed prior to the performance of Services and used by Service Provider in the performance of its business and specifically set forth in a Statement of Work and which do not contain, and are not derived from, SSBT's Confidential Information.

1.16. **"Statement of Work"** means the document in the form attached as Schedule A that establishes the scope of the Services to be performed, defines the context, describes specific tasks, activities and Deliverables, and identifies the responsibilities of the Parties.

1.17. **"Third Party Content"** means the third party specifications and/or materials, tools and methodologies, including, but not limited to software and hardware, and other third party data and information provided by SSBT to Service Provider or of which Service Provider becomes aware.

2. Services

2.1. Scope of Services.

(a) Service Provider shall provide SSBT with the Services, as described in one or more Statements of Work in accordance with the terms and timeframes set forth therein. No Services shall be provided by virtue of this Agreement alone but shall be provided in accordance with the applicable Statement of Work.

(b) If there is a discrepancy between the Statement of Work and this Agreement, this Agreement shall control unless the Statement of Work specifically references and amends a Section of this Agreement.

(c) If a proposal submitted by Service Provider contains multiple phases, each shall be addressed by a separate mutually agreed upon Statement of Work, unless otherwise agreed by the Parties, provided that the option to go forward with each phase shall be at the sole option of SSBT.

(d) Each Statement of Work will provide the project objectives and scope of Services, the roles and responsibilities of Service Provider and SSBT, the operating model, Deliverables, acceptance criteria, project management and quality approach as well as costs and other details. Unless otherwise set forth in the applicable Statement of Work, all written Deliverables delivered to SSBT shall be written in the English language. Service Provider shall be responsible for preparation of each Statement of Work with cooperation by SSBT.

2.2. **Acquisition of Services by SSBT Related Companies.** SSBT Related Companies may receive Services from the Service Provider under this Agreement. In such event, each SSBT Related Company that signs a Statement of Work shall be considered "SSBT" as such term is used herein and shall be subject to the terms and conditions of this Agreement and beneficiary of all rights hereunder. Each SSBT Related Company shall be solely responsible for its obligations under this Agreement and under the Statement of Work signed by such SSBT Related Company.

2.3. **Scheduling.** Service Provider shall provide all Services and Deliverables in accordance with the timeframes established in the applicable Statement of Work and/or project plan as developed by Service Provider and SSBT pursuant to such Statement of Work. Service Provider shall provide SSBT with advance written notice in the event Service Provider foresees any difficulties in meeting the timeframes or costs established in the applicable Statement of Work and shall be liable for all costs and expenses incurred by SSBT as a result of Service Provider's delay. For the avoidance of doubt, any modified timeframes and additional costs shall be subject to SSBT's prior written consent. Service Provider will not exceed any estimate of time, fees or costs without the prior written consent of SSBT. All changes to any engagement desired in any Statement of Work, including fees or timeframe for delivery of Deliverables, shall be effective and binding on SSBT only if contained in a Change Order signed by each Service Provider and SSBT.

2.4. **Enrollment in SSBT Vendor Management System.** Within thirty (30) days of, the date hereof, unless SSBT has otherwise directed Service Provider, Service Provider will be required to enroll in the SSBT Vendor Management System and to pay all fees associated with such enrollment, if any, as disclosed by SSBT from time to time. If Service Provider fails to enroll in the SSBT Vendor Management System within thirty (30) days of receipt of notice from SSBT, SSBT shall be entitled to terminate this Agreement without further liability in accordance with the terms hereunder unless the Parties can mutually agree to an alternative vendor management and payment arrangement.

2.5. **Project Team.**

(a) Service Provider shall provide and/or perform the Services and its other obligations hereunder using suitable Personnel with appropriate skills and expertise in accordance with the terms of this Agreement, including the Statement of Work.

(b) Service Provider shall develop a team of its Personnel to provide Services under this Agreement including, as necessary, but not limited to, its Project Manager as hereinafter defined in Section 12.1 ("Project Team") and agrees not to rotate or otherwise transfer members of the Project Team more frequently then every twelve (12) months without the prior written authorization of SSBT. In addition, any member of the Project Team whom SSBT identifies as "Key Personnel" in the applicable Statement of Work shall remain engaged in the project described on such Statement of Work on a full time basis unless otherwise agreed to in writing by SSBT or unless no longer employed by Service Provider. The initial members of the Project Team shall be set forth in the Statement of Work, if requested by SSBT.

(c) If any members of the Project Team cease to provide the Services in accordance with the terms of this Agreement for any reason, Service Provider shall promptly replace such member(s) with Personnel as reasonably determined by SSBT or Service Provider having similar qualifications and experience and ensure that any such replacements are immediately trained and brought up to date on Services being provided at no charge to SSBT.

(d) Service Provider represents and warrants that it complies and will continue to comply with all applicable laws, regulations, and other legal obligations to Service Provider's Personnel, specifically including, but not limited to, employment laws, and prohibitions against insider trading and accepting bribes.

(e) Service Provider acknowledges and agrees that, in the course of providing the Services, Service Provider Personnel may have access to, or acquire, knowledge of confidential, proprietary or sensitive information regarding SSBT, its Related Companies or their clients, Personnel or other parties with whom SSBT or its Related Companies have a relationship. Service Provider will advise such Service Provider Personnel of the standards imposed upon them with respect to the Services they render pursuant to the terms of this Agreement and shall remain responsible for any breach of confidentiality, security or privacy by any Service Provider Personnel, including without limitation any subcontractors. Service Provider Personnel shall execute SSBT's Standard of Conduct upon request by SSBT and provision of such Standard of Conduct for review.

(f) Service Provider shall be responsible to ensure that its Project Team is fully adequately trained so that the Project Team (i) performs the Services in accordance with the terms of the Statement of Work and (ii) complies with all of the terms of this Agreement.

2.6. **Service Management.** Service Provider will designate an authorized representative to manage the relationship for Service Provider who will:

(a) be acceptable to SSBT;

(b) be the primary contact for SSBT in dealing with operational issues arising under this Agreement;

(c) have overall responsibility for managing and coordinating the delivery of the Services;

(d) meet regularly with the SSBT's authorized representatives; and

(e) have the power and authority to make decisions with respect to actions to be taken in the ordinary course of day-to-day performance of the Services in accordance with this Agreement.

2.7. **Service Provider Relationship and Benefits.** Service Provider will be responsible for:

(a) all compensation, including but not limited to, base, incentive, and overtime compensation, as applicable;

(b) all retirement (as required to exempt SSBT under Section 414(n) of the Internal Revenue Code and its implementing regulations) and medical coverage (as may be required under a similar law), payroll taxes, and required payments/deductions when and where applicable; and

(c) any employee benefits that Service Provider provides or is legislatively required to be provided to the Project Team, as Service Provider's employees.

Service Provider, including its Personnel, will furnish Services as an independent contractor and not as an employee or agent of SSBT, any SSBT Company or any company affiliated with or serviced by SSBT and Service Provider Personnel have no power or authority to act for, represent, or bind SSBT or any SSBT Related Company, in any manner. Service Provider shall be solely responsible for resolving any and all personnel issues and wages or

salary matters pertaining to the Project Team performing Services under this Agreement, including without limitation any issues of bonus or incentive compensation, the withholding of all appropriate income and other payroll taxes, payment of overtime compensation, and additional legal requirements of a like nature. Service Provider's Personnel are not entitled to any compensation or benefits from the SSBT, including but not limited to retirement, medical coverage, life insurance, or other benefits, which may be afforded to SSBT's regular employees.

2.8. Subcontractors.

(a) Service Provider shall provide SSBT with sufficient information regarding each proposed subcontractor to whom Service Provider intends to either delegate performance of all or part of the Services or provide access to SSBT Confidential Information and/or SSBT systems in order to enable SSBT to determine whether SSBT can approve, in writing prior to performing Services or accessing SSBT Confidential Information, such subcontractor as an Approved Subcontractor. A list of Service Provider Approved Subcontractors as of the date of this Agreement is attached hereto as Schedule B.

(b) If, at any time during the term of this Agreement, Service Provider desires to add an Approved Subcontractor to Schedule B, Service Provider shall so notify SSBT and provide it with sufficient information to enable SSBT to determine whether or not it can consent to, in writing prior to performing Services or accessing SSBT Confidential Information, the appointment of such subcontractor as an Approved Subcontractor.

(c) Upon SSBT's request, in order for SSBT to comply with applicable Data Protection and Privacy Laws, Service Provider shall promptly provide SSBT with a copy of the written agreement (or to the extent permitted by law, summaries thereof) and any updates thereof, which it has with each Approved Subcontractor having access to SSBT Personal Data.

(d) Service Provider shall remain responsible and liable for the acts and omissions of any subcontractor to the same extent as if such acts and omissions were performed or not performed, as the case may be, by Service Provider, regardless of whether SSBT has exercised its right to reject or approve SSBT's use of any proposed subcontractor, as applicable. Service Provider shall be responsible for paying the subcontractor and, as applicable, filing appropriate information returns as required by state and federal laws and regulations.

2.9. Corrective Actions. If the Services are not provided with the skill and expertise required by this Agreement, Service Provider shall undertake the following corrective actions for any problem or issue reported by SSBT:

(a) SSBT will notify Service Provider's Project Manager when there is a problem or issue with the delivery of Services (including any breach of law, or inappropriate conduct of any Service Provider or Approved Subcontractor employee or other Personnel).

(b) Service Provider's Project Manager will meet with SSBT within one (1) business day (or such other time as mutually agreed upon by the Parties) to assess the delivery problems or issues and develop a corrective action plan at no cost to SSBT.

(c) Unless mutually agreed upon by the Parties, the corrective action plan shall provide a remedy:

(i) for critical business matters within one (1) business day including removal of the subject employee or other Personnel, if requested by SSBT; and

(ii) for normal business matters within five (5) business days including removal of the subject employee or other Personnel, if requested by SSBT.

(d) Notwithstanding anything to the contrary contained herein, SSBT may immediately remove any employee or other Personnel of Service Provider or Approved Subcontractor for breach of privacy or confidentiality or for any security reasons.

2.10. Communications.

(a) Unless otherwise set forth in the applicable Statement of Work, Service Provider shall establish and maintain a system to ensure continued communications between Service Provider and SSBT.

(b) If Service Provider is located outside of the United States, Service Provider shall assign one (1) US-based employee who is fluent in the English language to be responsible for serving as liaison between SSBT and Service Provider (the "SSBT Liaison"). Such SSBT Liaison shall be available to SSBT during SSBT's standard business hours to address Service Provider's questions and facilitate problem resolution. Such SSBT Liaison shall also serve as Service Provider's designated agent for service of process in the United States.

(c) Service Provider shall ensure that all other Service Provider employees or other Personnel who have authority to communicate with SSBT shall be fluent in English and the language of the applicable local jurisdiction where the Services are being performed and/or have a certified translator and/or interpreter at such Personnel's disposition in order to ensure continued effective communications between SSBT and Service Provider, at Service Provider's expense.

2.11. Working Arrangement. Except as otherwise provided in a Statement of Work, Personnel of Service Provider assigned to SSBT and/or SSBT projects shall have sufficient access to the following SSBT resources to enable the performance of the Services: physical resources such as desks, local telephones, storage space, office supplies and food facilities, subject to compliance with SSBT's policies and procedures including those relating to corporate information security.

2.12. Third Party Consents. Before commencing any Services, Service Provider shall provide SSBT with a written list of all SSBT software, hardware and other resources to which Service Provider will require access in order to perform the Services, including any SSBT Content or Third Party Content and such list shall be included in the applicable Statement of Work. To the extent that SSBT requires any third party consents in order for Service Provider to access and use such resources in connection with the provision of the Services, SSBT shall obtain such consents. Service Provider shall, and shall ensure that its Personnel and Approved Subcontractors shall, abide by all restrictions imposed by third parties regarding such resources including compliance with any licensing or other terms governing access to any hardware or software.

2.13. Final Acceptance Procedure.

(a) Except as otherwise provided in a Statement of Work, upon completion of each Deliverable identified under a Statement of Work and delivery of such Deliverable to SSBT, Service Provider shall advise SSBT in writing that SSBT must provide Service Provider with written notice of its acceptance or rejection of the Deliverable.

(b) SSBT shall respond within ninety (90) days of its receipt of the request either:

(i) finally accepting the Deliverable, or

(ii) notifying Service Provider of its rejection of the Deliverable and detailing and documenting what it considers to be incomplete or not performing in accordance with the material specifications with a description of such deficiency which is the basis for rejection of such Deliverable.

(c) If a deficiency is claimed, Service Provider shall respond to SSBT within fourteen (14) days of receipt of SSBT's response with a plan to cure the deficiency. The plan shall include the period required to cure the deficiency, provided, however, that the cure period may not exceed ninety (90) days. After completing its efforts to cure the Deliverable, Service Provider shall provide SSBT with the revised Deliverable and the acceptance procedure described herein will be followed again. If SSBT, at any time in its sole discretion, determines that the deficiency has not been cured to SSBT's satisfaction and/or that the revised Deliverable does not otherwise conform to its specifications or applicable documentation, SSBT shall have the option to extend the cure period or terminate the applicable Statement of Work. If SSBT chooses to terminate the Statement of Work, SSBT, in its sole discretion shall either:

(i) retain all other Deliverables and receive a full refund of all fees paid for the unaccepted Deliverable, or

(ii) if SSBT reasonably believes that the conforming Deliverables have insufficient value without successful delivery by Service Provider of all Deliverables contemplated in the applicable Statement of Work, return all Deliverables and receive a full refund of all fees paid under the Statement of Work.

SSBT shall not be charged for Service Provider's cure of any deficiency in any Deliverable provided to SSBT for testing pursuant to this Section 2.13 whether the applicable engagement is a time and materials or fixed rate engagement.

(d) To the extent that Deliverables that have been returned to Service Provider contain any Confidential Information of SSBT or any SSBT Related Company, or of any third party, Service Provider shall destroy all notes, memoranda, programs or other materials, wherever located so as to become permanently unintelligible, which Service Provider made or possesses relating in any way to any of the foregoing and confirm such destruction with SSBT in writing.

3. Service Changes

3.1. Definition of Changes. The Parties shall use the procedures set forth in this Section 3 to:

(a) add new or additional services;

(b) modify, upgrade or otherwise change the Services (including the elements and/or frequency of any task performed as part of the Services); or

(c) change the means or manner in which the Services are provided (collectively, "Changes").

Any changes to Services or timing or method of delivery of the Services or to fees relating to the Services must be made in accordance with the terms of this Section. SSBT will not be responsible for payment of fees associated with any Change unless such Change is processed in accordance with the terms hereof.

3.2. **Change Request Procedure.** The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change, including the proposed implementation date, the priority of the Change in relation to other pending Changes, and the fees associated with any proposed Change (each such request, a "Change Request"). The Parties shall develop a process, subject to the direction of the Steering Committee, to ensure that any Change Requests that entail development of Deliverables are managed and prioritized appropriately.

3.3. **Acceptance of a Change Request.** The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as SSBT agrees to the applicable Change Request in writing ("Change Order"). In the event that the Parties are unable to agree upon the terms of a Change Request, the matter may be referred to the Escalation Procedure described in Section 13.

3.4. **Fees for Changes.** The Parties acknowledge and agree that not all Changes will involve the imposition of additional charges. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change. In connection with each assessment, the Parties shall, among other things, consider:

(a) the materiality of the Change;

(b) the degree to which the Change Request involves substantially similar functions, duties and/or workloads as then performed by Service Provider as part of the Services;

(c) the cost of developing and implementing the Change;

(d) projected third party charges;

(e) the timing of the Change in relation to then-current resource levels and other pending projects and initiatives;

(f) the resource allocation and cost profile of providing the Services after implementation of the Change;

(g) whether upfront costs can be recouped within a commercially reasonable time frame;

(h) whether the Change involves the creation of assets or competencies that Service Provider can employ to service other customers;

(i) whether the requested Change addresses matters which should reasonably have been known to Service Provider prior to commencement of the Services or results from a miscalculation or error on the part of Service Provider; and

(j) such other considerations as the Parties deem relevant under the circumstances.

For the avoidance of doubt, no changes in fees will be final until agreed in writing by both Parties. The cost of any Change due to Service Provider's error or otherwise attributable to Service Provider or an Approved Subcontractor shall be borne solely by Service Provider.

4. <u>Fees and Expenses</u>

4.1. **Service Fee.** SSBT shall pay Service Provider for Services provided under a Statement of Work in accordance with any one or all of the following, as specified in the applicable Statement of Work:

(a) time and materials at an individual flat rate per Hour Worked per individual furnished by Service Provider;

(b) a fixed rate for completion of all Services and delivery of all conforming Deliverables; or

(c) at any other rate agreed to by SSBT and Service Provider, set forth in such Statement of Work.

4.2. **Travel and Other Expenses.** Subject to the terms of this Section 4.2, SSBT shall reimburse Service Provider for all reasonable travel and other expenses (over and above normal daily expenses of working and commuting) in connection with Services as further provided under a Statement of Work. All such travel and other expenses must be authorized by SSBT prior to being incurred unless otherwise provided in the applicable Statement of Work.

4.3. **Additional Charges.** SSBT shall also pay as additional charges under this Agreement amounts equal to any taxes, however designated, levied, or based on this Agreement, or on Services provided hereunder, including state or local sales taxes, value added taxes, and use or service taxes, if applicable, or amounts in lieu thereof paid or payable by Service Provider in respect of the foregoing excluding any taxes based upon Service Provider's net or gross income. In the event that any tax levied hereunder is later held to be invalid, Service Provider shall refund to SSBT any amount paid by SSBT of the tax held to be invalid. Upon request by SSBT, Service Provider will make available to SSBT local resources in order for SSBT to determine the impact of any applicable taxes on the provision of Services by Service Provider under this Agreement.

4.4. **Pricing and Performance Meetings.** Service Provider shall attend quarterly meetings and such additional meetings as SSBT may reasonably request, in order to discuss pricing and performance issues with SSBT. At the request of either Party, the other Party will include its senior management in any such meeting. If at any time during the term of this Agreement, Service Provider offers a customer that is similarly situated to SSBT services that are similar to the Services at a lower price or on more favorable terms than that in effect at the time the Services are provided to SSBT hereunder, Service Provider shall notify SSBT of the terms thereof, and SSBT shall receive the benefit of such lower price or more favorable terms for the Services while such lower price or more favorable terms are in effect. If at any time there is a deficiency in the performance of the Services, the Parties shall establish and invoke a remedial plan.

4.5. **Invoices.** Service Provider shall provide SSBT with monthly invoices in accordance with the milestone payment schedules set forth in the Statement of Work for the Services and Deliverables accepted by SSBT and for travel and other expenses incurred under a Statement of Work during the preceding monthly period or if no such schedule is in effect such invoices shall be permitted within fifteen (15) days of the end of each month. The invoices will indicate distribution of charges by name of employee or other Personnel, assigned identification number, project name, SSBT project manager, rate, hours worked, fee for the period and applicable expenses, if any and any additional information requested by SSBT. Invoices must be substantiated by receipts for expenses amounting to more than twenty-five dollars ($25.00) to the extent that receipts for such expenses are normally issued. SSBT shall pay Service Provider all undisputed amounts of the Service Provider's correct invoice within forty-five (45) days of SSBT's receipt of the applicable invoice. Service Provider shall offer a discount for payment by SSBT of an invoice prior to such forty-five (45) day period. Unless otherwise set forth in the Statement of Work, all invoices shall be converted into U.S. dollars using the conversion rate used by SSBT on the date of payment. All invoices and any judgments, taxes and other payments due under this Agreement shall be paid in U.S. dollars unless otherwise designated by SSBT. SSBT is not responsible or obligated for the payment

of any fees, charges or expenses described in any invoice which is not received by SSBT within ninety (90) days of the date such invoice was to have been provided by Service Provider in accordance with this Agreement or applicable Statement of Work. In addition, any payment made by SSBT in the amount of any invoice received from Service Provider shall be declared to be full and final payment of such amount and for all Services which are the subject of such invoice.

4.6. **U.S. Tax Documentation and Withholding Tax.** In the event that Service Provider is not a United States person, as defined by the Internal Revenue Code of 1986, as amended or its implementing regulations, and receives U.S. source income, Service Provider shall provide to SSBT, if requested by SSBT, a) a certificate of foreign status of beneficial owner for United States tax withholding (in general, IRS Form W-8) or other certificate necessary to document Service Provider under U.S. tax laws, rules and regulations, including any appropriate claim of tax treaty benefits and b) for any payments characterized as services, a statement of the location (inside the U.S. or outside the U.S.) where such services are furnished. U.S. source income includes, but is not limited to, payments for services furnished by Service Provider inside the U.S. and leases and licenses of property used by SSBT inside the U.S. If, instead, Service Provider is a United States person for U.S. tax purposes, and if requested by SSBT, Service Provider will provide to SSBT a certificate of U.S. status (i.e., IRS Form W-9). SSBT is authorized to withhold taxes from any payments made to Service Provider at a rate required by United States tax law and to report such payments and taxes as required by United States tax law.

5. **Confidentiality and Data Protection**

5.1. Use Restrictions.

(a) Without prior written approval from Discloser, Recipient shall not use the Confidential Information of the Discloser other than as necessary to carry out its obligations hereunder and such use shall comply with the terms of this Agreement, including, without limitation, documents required in order to comply with Data Protection and Privacy Laws.

(b) The Recipient shall secure and protect the Discloser's Confidential Information from unauthorized use or disclosure and shall:

(i) not disclose, sell, assign, publish, lease, release, transfer or otherwise make available the Discloser's Confidential Information in any form to or for the use or benefit of, any person or entity without the Discloser's consent;

(ii) not possess or assert liens or other rights in or to the Discloser's Confidential Information;

(iii) not duplicate any material containing the Discloser's Confidential Information except in the direct performance of its obligations under the Agreement;

(iv) not disclose any of Discloser's Confidential Information to any of its Personnel except on a "need to know basis" as required to provide the Services described in this Agreement and subject to Section 5.5 below; and

(v) not disclose any of Discloser's Confidential Information to any third party, including without limitation, its Approved Subcontractors, without the prior written consent of Discloser, and, with respect to Service Provider as Recipient, an agreement in writing from such third party to use or disclose SSBT Confidential

Information only to the extent necessary to carry out the obligations under this Agreement and for no other purposes and to maintain and process the Confidential Information in compliance with applicable Data Protection and Privacy Laws.

(c) Confidential Information may not be disclosed or used by the Recipient or any of its Related Companies, officers, directors, agents, professional advisors, Approved Subcontractors, or Personnel, except to the extent necessary to carry out its obligations under this Agreement and for no other purpose.

(d) Notwithstanding any other provision in this Agreement, nothing contained in this Section 5 will be construed as obligating either Party to disclose its own Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or license to the Confidential Information of the other Party.

5.2. **Service Provider Additional Use Restrictions.** Without limiting the generality of the foregoing, Service Provider shall:

(a) not permit any Confidential Information of SSBT to be disclosed to any entity that competes with SSBT, or its Related Companies, or any products thereof;

(b) not provide such access to any Personnel who directly services a business that competes now or in the future with SSBT or its Related Companies;

(c) train all Service Provider Personnel on the special restrictions set forth herein applicable to SSBT Confidential Information;

(d) provide meaningful compensation incentives to senior Service Provider employees relating to compliance with Service Provider confidentiality obligations hereunder with respect to SSBT;

(e) segregate and protect SSBT Confidential Information by configuration of its information and processing systems or by adopting other appropriate measures; and

(f) use determined, prudent and reasonable efforts to strengthen the provisions in its agreements with each of its Approved Subcontractors, including, without limitation, where possible making such provisions comparable to the confidentiality obligations of Service Provider hereunder.

5.3. **Security.**

(a) The Service Provider shall have implemented as of the date of this Agreement, and shall thereafter continue to maintain current, a comprehensive security policy or policies ("Security Policy") that satisfies the requirements set out in Schedule D (the "Security Schedule"). In addition to the requirements of the Security Schedule, Recipient shall have established prior to receipt of any of Discloser's Confidential Information, and shall continue to maintain for so long as Disoloser's Confidential Information is in Recipient's possession or control, generally accepted industry "best practices" systems security measures designed to guard against the destruction, loss, or alteration, of Discloser's Confidential Information that are no less rigorous than those maintained by Recipient for its own information of a similar nature, and that are consistent with a reasonable care standard except in those jurisdictions which do not recognize such reasonable standard of care in which case Recipient shall be obligated to use best efforts.

(b) Service Provider's Personnel who access SSBT's facilities or systems are subject to certain credit and criminal checks conducted by SSBT or its agents ("Security Clearance") applicable to banks pursuant to banking regulations by SSBT. If any person does not pass SSBT's Security Clearance, Service Provider shall remove such person from the assignment. Service Provider is responsible for informing and receiving the consent of its assigned Personnel that a Security Clearance including, without limitation, fingerprinting, id picture for badge, and the signing of a security form and confidentiality agreement, will be required. Service Provider's execution of this Agreement indicates that these requirements have been met.

(c) Service Provider's assigned Personnel shall comply with the SSBT's policies and rules, including those relating to facilities access, systems access operating standards and procedures, user identification and password controls, corporate information, security and data protection and privacy, as in effect from time to time as a condition to being provided access to SSBT's premises, systems or SSBT Confidential Information. Service Provider will not, and will ensure that Service Provider Personnel do not, break, bypass, or circumvent, or attempt to break, bypass or circumvent, any security system of SSBT or its Related Companies, or obtain, or attempt to obtain, access to any SSBT Confidential Information other than as allowed by SSBT in compliance with this Agreement. Service Provider will immediately terminate access to SSBT systems and premises by any Service Provider Personnel who is either removed or is no longer actively engaged in any SSBT assignment or if such Personnel ceases to be an employee of Service Provider.

(d) Service Provider acknowledges that to the extent that it maintains or has access to certain SSBT Personal Data of Massachusetts residents, Service Provider is obligated to comply with the Massachusetts Office of Consumer Affairs and Business Regulation standards for the protection of personal information of Massachusetts residents, 201 CMR 17.00 ("Standards"). Service Provider certifies that for so long as it has SSBT Personal Data of Massachusetts residents thereafter and to the extent that the Standards are applicable to the Services that Service Provider provides hereunder, Service Provider shall maintain information security safeguards and protect such SSBT Personal Data in compliance with the Standards and that it shall notify SSBT in writing immediately if it is no longer in compliance with the Standards. Service Provider further certifies to SSBT that it has a written information security program in compliance with the Standards.

5.4. Employee Non-Disclosure Agreements.

(a) Service Provider represents and warrants that any Service Provider Personnel (either directly or indirectly through their respective employers) having access to any SSBT Confidential Information will have signed a confidentiality agreement with Service Provider requiring that such Personnel maintain confidentiality of information such as SSBT Confidential Information and assign all other Intellectual Property Rights in all materials and products created by such Personnel to Service Provider and disclaiming any ownership interest therein.

(b) In addition Service Provider will issue a nondisclosure and confidentiality agreement between SSBT and each Service Provider Personnel that may have access to SSBT Confidential Information that minimally requires such Service Provider Personnel to comply with Service Provider's confidentiality and non-disclosure duties hereunder. Within thirty (30) days thereafter, Service Provider will use diligent efforts to collect such agreements in fully executed and binding form, provided that within ninety (90) days following the effective date of the Agreement, Service Provider will have collected all such agreements in fully executed and binding form. During such ninety (90) day period,

Service Provider will provide SSBT with monthly updates indicating the status of all such agreements.

5.5. Return or Destruction of Confidential Information.

(a) Upon Service Provider's completion of its obligations associated with such SSBT Confidential Information under the Services or termination of the Agreement for any reason whatsoever, Service Provider shall give SSBT no less than sixty (60) days' prior written notice of Service Provider's intent to destroy, or otherwise dispose of, any SSBT Confidential Information other than SSBT Personal Data, including but not limited to destroy all notes, memoranda, compilations, derivative works, data files or other materials prepared by or on behalf of Service Provider that contain or otherwise reflect or refer to SSBT Confidential Information ("Other Relevant Records") and which are not required by applicable law to be kept by it. Service Provider shall not destroy any such Other Relevant Records so as to render any and all SSBT Confidential Information permanently unintelligible unless and until SSBT has been provided by the Service Provider with such SSBT Relevant Records or has confirmed in writing that SSBT approves that the same to be destroyed. At SSBT's request, Service Provider will certify in writing that it has returned or destroyed all copies of SSBT Confidential Information and Other Relevant Records in the possession or control of Service Provider or any of its affiliates, officers, directors, agents, professional advisors, Approved Subcontractors and employees or other Personnel.

(b) If, at any time during the term of the Agreement any part of the SSBT Personal Data ceases to be required by the Service Provider for the performance of its obligations under this Agreement, Service Provider shall promptly notify SSBT and return to SSBT or at SSBT's written request (but not otherwise) destroy, all copies of such SSBT Personal Data in the Service Provider's possession or control no longer required, in a useable machine-ready and industry standard format and on the media as agreed by the Parties with prior notice to SSBT of such return and certify to SSBT that the same has been completed. At any time during the Agreement, SSBT may request, in writing, that Service Provider return, destroy or erase all copies of the SSBT Personal Data under Service Provider's control or in its possession in which case Service Provider shall promptly comply with all such requests in accordance with the foregoing obligations set forth in this Section, as applicable. Under no circumstances shall Service Provider withhold any SSBT Personal Data requested by SSBT.

(c) Notwithstanding anything herein to the contrary, Service Provider may retain copies of SSBT Personal Data as required by any record retention requirements applicable to Service Provider under applicable law or as required to pursue or defend claims or other actions under or relating to this Agreement and as otherwise consistent with its regulatory and audit obligations, which data shall remain subject to the confidentiality rights and obligations hereunder notwithstanding termination of the Agreement.

5.6. Data Remediation. Service Provider shall implement and maintain procedures for reconstructing SSBT Personal Data that is deleted, lost, destroyed or altered. Service Provider shall remedy and correct, at SSBT's request and at no charge to SSBT, any destruction, loss, or alteration of any SSBT Personal Data caused by the Service Provider, its Personnel, subcontractors or other agents or agents. Service Provider shall correct any errors or inaccuracies in SSBT's Confidential Information caused by Service Provider's failure to comply with the provisions of this Agreement and promptly notify SSBT of any errors, inaccuracies, material destruction, loss or alteration of SSBT's Confidential Information provided to Service Provider of which Service Provider becomes aware.

5.7. **Survival.** Service Provider's confidentiality and non-disclosure obligations hereunder with respect to SSBT Confidential Information and obligations of privacy will continue during the term of this Agreement and survive expiration or termination of the Agreement as follows: (i) as to any portion of the SSBT Confidential Information that constitutes a trade secret under applicable law, the obligations will continue for as long as SSBT continues to treat such information as a trade secret; and (ii) as to all other SSBT Confidential Information, the obligations will survive for three (3) years after Service Provider's fulfillment of its obligations under the immediately preceding paragraph (Return or Destruction of Confidential Information).

5.8. **Exclusions.** The term Confidential Information shall exclude such information which is:

(a) already available to the public other than by breach of this Agreement;

(b) rightfully received from a third party not in breach of any obligation of confidentiality;

(c) independently developed by either Party without access to the Confidential Information of the other; or

(d) proven to be already known to the recipient at the time of disclosure.

Confidential Information may be produced in compliance with applicable law or a court order, provided the Recipient first gives the Discloser reasonable notice of such law or order, gives the Discloser an opportunity to object to and/or limit such production and discloses only that portion of Confidential Information which legal counsel to Recipient advises is required by such law or court order.

6. **Intellectual Property Rights**

6.1. **Deliverables.** All Deliverables shall belong exclusively to SSBT. Service Provider acknowledges that all Deliverables are being created for SSBT as "works made for hire" and shall be the exclusive property of SSBT. To the extent the Deliverables are not deemed a "work for hire" under applicable law, Service Provider hereby irrevocably assigns and transfers to SSBT all right, title and interest in the Deliverables, including but not limited to patent and copyright interests and rights to create derivative works, and shall execute all documents reasonably and provide all assistance necessary for SSBT to perfects in rights in such Deliverables. All tangible written Deliverables shall contain a copyright notice as follows: "[Description of code or deliverable as appropriate] is the copyrighted, proprietary property of State Street Bank and Trust Company and its subsidiaries and affiliates which retain all right, title and interest therein."

6.2. **Service Provider Tools.** All of Service Provider's Standard Tools shall remain the property of Service Provider. If any Standard Tools are used or incorporated into Deliverables by Service Provider in its performance of the Services hereunder, Service Provider hereby grants to SSBT a perpetual, irrevocable, nonexclusive, worldwide, royalty-free, paid-up license to use, display, copy and modify such Standard Tools. In addition, Service Provider grants to SSBT a perpetual right to modify or eliminate any Standard Tool, or part thereof, that is incorporated in a Deliverable solely for use with such Deliverable.

6.3. **SSBT Personal Data.** As between Service Provider and SSBT, the Parties acknowledge that all SSBT Confidential Information, including but not limited to SSBT Personal Data, is and shall remain the exclusive property of SSBT and/or its Related Companies. SSBT reserves all Intellectual Property Rights which may subsist in SSBT Personal Data or SSBT Confidential Information generally.

6.4. **Assignment of Intellectual Property Rights.** In the event that, at any time and from time to time, through the provision of the Services the Service Provider is deemed by law to be the first owner of any database right or other Intellectual Property Rights in any SSBT Confidential Information, the Service Provider will immediately assign all Intellectual Property Rights in that SSBT Confidential Information to SSBT, and will do such things, at SSBT's cost, as SSBT may reasonably consider necessary to give effect to this clause.

6.5. **SSBT Content.** All SSBT Content is owned solely by SSBT and is the Confidential Information of SSBT. Subject to the terms and conditions of this Agreement SSBT grants to Service Provider a worldwide, royalty-free, non-exclusive and non-transferable license to store, manage and use any SSBT Content provided to Service Provider by SSBT, all solely in connection with and for the purposes of providing the Services to SSBT hereunder. Such license shall terminate immediately upon the termination of this Agreement or earlier, upon completion of the Statement of Work.

6.6. **Third Party Content.** All Third Party Content is owned solely by SSBT or the applicable third party and shall be considered the Confidential Information of SSBT and such third party. Subject to the terms and conditions of this Agreement, SSBT grants to Service Provider a limited, non-exclusive, non-transferable and revocable right to use, the Third Party Content solely in connection with and for the purposes of providing the Services to SSBT hereunder subject to any restrictions imposed by such third party. Such right of use shall terminate immediately upon the misuse of such Third Party Content by Service Provider, the termination of this Agreement or upon completion of the Statement of Work, whichever occurs first.

6.7. **Limitations on Use of Intellectual Property.** Service Provider agrees that it will not:

(a) permit any third party to use SSBT Content or the Third Party Content;

(b) sell, rent, license or otherwise use SSBT Content or the Third Party Content in the operation of a service bureau, or for any purpose other than as expressly authorized under this Agreement; or

(c) allow or cause any information accessed or made available through use of the SSBT Content or Third Party Content to be published, redistributed or retransmitted or used for any purpose other than as expressly authorized under this Agreement.

6.8. **No Modifications; Reverse Engineering.** Service Provider agrees not to, modify the SSBT Content or the Third Party Content in any way, enhance or otherwise create derivative works based upon the SSBT Content or the Third Party Content or reverse engineer, decompile or otherwise attempt to secure the source code for all or any part of the SSBT Content or the Third Party Content, without SSBT's express prior consent.

6.9. **Modifications.** SSBT reserves the right to modify or eliminate any portion of the SSBT Content, SSBT Personal Data or Third Party Content in any way at any time.

6.10. **No Warranties.** Because of the nature of computer information technology, including but not limited to the use of the internet, and the necessity of relying upon third party technology vendors, the SSBT Content, SSBT Personal Data or Third Party Content is provided "AS IS" and SSBT FOR ITSELF, ITS SSBT RELATED COMPANIES AND ANY RELEVANT LICENSORS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE SSBT CONTENT, SSBT PERSONAL DATA OR THIRD PARTY CONTENT TO BE PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED

WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY OF SERVICES.

6.11. **Export.** Service Provider acknowledges that certain software, technical data and other information to be provided hereunder and certain transactions hereunder may be subject to export controls under the laws and regulations of one or more jurisdictions. Service Provider will not export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such laws or regulations. Service Provider will be responsible for, and will co-ordinate and oversee compliance with such export laws in respect of such items exported or imported hereunder.

6.12. **Termination.** SSBT may terminate use of the SSBT Content, SSBT Personal Data or the Third Party Content by Service Provider immediately and without prior notice in the event of the failure of such person to comply with the provisions of Sections 6.7 or 6.8.

7. **Compliance with Law; Change in Law**

7.1. **Compliance.** Each Party will perform its obligations hereunder in a manner that complies with all applicable U.S. federal and state laws, rules, regulations, and applicable non-U.S. laws, regulations, ordinances, directives, decisions and codes (including identifying and procuring required permits, certificates, approvals and inspections and any relevant Data Protection and Privacy Laws). If a charge of non-compliance by either Party with any such laws, regulations, ordinances, directives, decisions, policies or codes is made, the Party charged with such non-compliance will promptly notify the other Party of such charges in writing and any remediation plan.

7.2. **Notice of Material Adverse Effects.** Service Provider will promptly notify SSBT of:

(a) any notice of violation of any applicable statutes, ordinances, orders, directives, decisions, judgments, decrees, rules or regulations promulgated by any regulatory, administrative or judicial authority that relates to the performance of the Services or which may have a material adverse effect on its ability to fulfill its duties and obligations under this Agreement;

(b) the commencement of any litigation or any regulatory, administrative or judicial proceeding or investigation adverse to Service Provider that relates to the performance of the Services or which may have a material adverse effect on its ability to fulfill its duties and obligations under this Agreement or relating to any breach of privacy or security;

(c) any material adverse change in the financial condition of Service Provider including in any event of a downgrade by a nationally recognized ratings agency or removal of Service Provider from any nationally recognized securities trading exchange by any regulatory and exchange authority or loss of a client from which Service Provider receives a material portion of its aggregate revenues;

(d) any other event relating to Service Provider which may have a material adverse effect on its ability to perform the Services or fulfill its duties and obligations under this Agreement, as the case may be, including, but not limited to, any applicable statutes, ordinances, orders, judgments, directives, decisions, decrees, rules or regulations that would have a substantial adverse effect on the confidentiality, privacy or security-related obligations provided for under this Agreement;

(e) any breach or suspected breach by Service Provider or its Personnel, Approved Subcontractors, agents or others of any security, confidentiality or privacy provision hereunder;

(f) any misuse of, or improper access to any proprietary intellectual property of SSBT or SSBT Confidential Information; and

(g) any breach or suspected breach of Service Provider's Security Policy which results in, or which may result in, improper access to the information or data of any client of Service Provider together with details as to such event.

7.3. **Financials.** Service Provider will furnish to SSBT such financial data, information and statements as SSBT may reasonably request in order for SSBT to verify the financial condition of Service Provider and its ability to perform the terms of this Agreement, including, without limitation and if so requested, audited balance sheet, statement of income, changes in stockholders' equity and changes in financial position for any period reasonably requested by SSBT.

8. Global Data Protection and Privacy

8.1. Service Provider certifies and continues to certify during the terms of this Agreement that Service Provider and each of its Related Companies adhere to the Safe Harbor Agreement between the U.S. Department of Commerce and the European Commission with respect to personally identifiable information that is transferred from the European Economic Area to the United States (the "Safe Harbor Certification") in accordance with the terms set forth in Schedule C-2. In lieu of executing the Data Processing Agreement, Service Provider shall comply with the terms of Schedule C-2 which, together with the terms of this Agreement, shall govern the processing of any and all SSBT Personal Data terms under this Agreement (the "Safe Harbor Certification").

8.2. If, at any time during the term of this Agreement the Service Provider or any of its Related Companies fail to comply with Section 8.1 above, Service Provider shall comply with the terms of Schedule C and complete and execute the Data Processing Agreement substantially in the form of Schedule C-1 attached to this Agreement ("Data Processing Agreement"), which agreement, together with the terms of this Agreement, will govern the processing of any and all SSBT Personal Data in connection with the Services.

8.3. For avoidance of doubt, the Security Schedule shall apply to the processing of any SSBT Personal Data, irrespective of which jurisdiction the data subject resides and notwithstanding the fact that the Service Provider has executed the Data Processing Agreement or, alternatively, complies with the terms of the Safe Harbor Certification.

8.4. To the extent that it is determined by any data protection authority that this Agreement, the Data Processing Agreement or the Safe Harbor Certification is insufficient to comply with the applicable Data Protection and Privacy Laws or to the extent required otherwise by any changes in the applicable Data Protection and Privacy Laws or the enactment of new Data Protection and Privacy Laws during the Term, the Parties agree to work cooperatively and in good faith to amend this Agreement or execute Data Processing Agreements, if any, in a mutually agreeable and timely manner or to enter into further mutually agreeable data processing agreements in an effort to comply with any Data Protection and Privacy Laws applicable to the Parties.

8.5. Service Provider shall take such actions, without further consideration and at Service Provider's expense, necessary to protect SSBT Personal Data against unauthorized or

unlawful processing and accidental or intentional loss, destruction or damage as are appropriate to SSBT as data controller or owner of the SSBT Personal Data and/or satisfy within a timely manner requests or requirements of relevant governmental or data protection regulatory authorities, provided that Service Provider shall not be obliged to take any measures higher than that required by law, without additional charge to SSBT.

8.6. SSBT shall have the responsibility to notify all its employees, contingent workers or participants as may be required by applicable Data Protection and Privacy Laws of the collection and intended usage of their personal data. Service Provider shall provide SSBT with any and all information, including applicable SSBT Personal Data, which SSBT requires to respond, in a timely manner and in compliance with applicable Data Protection and Privacy Laws, to any inquiries, notices, claims or demands brought by a data subject in connection with the usage of their personal data.

8.7. Upon the request of SSBT or one of its Related Companies, Service Provider shall:

(a) enter into additional Data Processing Agreements as SSBT may require, and

(b) use reasonable efforts to cooperate in connection with the preparation of the additional Data Processing Agreements and any required annexes to such additional Data Processing Agreements, including providing any additional information requested by the relevant data protection authorities within the period of time specified by such authorities, or, if no time period is specified by the applicable data protection authorities, within a reasonable time.

9. <u>Warranties</u>

9.1. **Performance.** Service Provider represents and warrants and undertakes that:

(a) the Services provided hereunder will be performed by qualified Personnel in a good and workmanlike manner in the estimated and projected time specified in the applicable Statement of Work or project plan;

(b) the Deliverables and Services will conform to the specifications stated in the applicable Statement of Work;

(c) if applicable, the Deliverables will process information with respect to securities designated in multiple currencies;

(d) if applicable, the Deliverables will process information with respect to securities designated in decimals;

(e) neither the Deliverables nor any update or revision thereof will include any virus or mechanism that is designed to delete, disable, interfere with or otherwise harm the Deliverables (or SSBT's hardware, data or other programs), make it inaccessible to SSBT once the Deliverable has been installed, or that is intended to provide access to or produce modifications not authorized by SSBT; and

(f) no Deliverable will contain open source software or freeware unless SSBT has specifically authorized such use in writing.

9.2. **Execution, Delivery, Etc.** Service Provider represents, warrants and undertakes that the execution, delivery and performance by Service Provider of this Agreement including, but not limited to, any Data Processing Agreements executed by the Parties:

(a) are within Service Provider's corporate powers,

(b) have been duly authorized by all necessary corporate action under its organizational documents,

(c) require no action by or in respect of, or filing with, any governmental body, agency or official other than those which have already been duly taken or made or will be duly taken or made as and when required,

(d) require no consents or approvals with respect to any data subject to Data Protection and Privacy Laws which is provided by Service Provider to SSBT, including any Personnel placed at SSBT as part of the Services provided by Service Provider other than those which have already been received,

(e) do not contravene or constitute a default under any provision of applicable law, regulation or decision or of the organizational documents of Service Provider or any agreement, judgment, order, decree or other instrument binding upon Service Provider, and

(f) this Agreement constitutes a legal, valid and binding obligation.

Service Provider agrees to inform SSBT immediately if any statement set forth in this Section 9.2 ceases to be true and correct as of any date after the date hereof.

9.3. **Litigation.** Service Provider represents and warrants that it is not the defendant in any litigation anywhere in the world:

(a) which if determined adversely would have a material and adverse effect on Service Provider's ability to perform the Services or comply with the terms of the Agreement; or

(b) concerning the infringement and/or misappropriation of any Intellectual Property Rights and no claims are pending relating to any intellectual property services performed or products developed by Service Provider.

In addition, Service Provider represents and warrants that it is not the subject of any investigation or proceeding initiated by any governmental or regulatory authority and will notify SSBT upon the commencement or any such investigation or proceeding.

9.4. **Records Retention.** Service Provider represents and warrants that it shall keep proper and sufficient books of account and records and supporting documentation sufficient to document the performance of its obligations hereunder and the related fees charged to SSBT with respect to Services provided hereunder and shall make such books of account and records and supporting documentation available to SSBT for audit and in connection with a response to a regulatory authority. Service Provider represents and warrants that it shall retain such books of account, records and supporting documentation until not earlier than seven (7) years following the completion of the Services to which such performance and fees relate.

9.5. **Employees.** Service Provider represents and warrants that it has entered into agreements with:

(a) each of its employees, wherein Service Providers' employees acknowledge that they are employees of Service Provider and not employees of SSBT, and waive any and all employment related claims they may have at any time against SSBT, even if subsequently deemed to be an employee of SSBT; and

(b) each of its subcontractors requiring the subcontractor to enter into agreements with each of its employees containing the provisions set forth above in (a).

9.6. **Preparation of Examination Reports.** To the extent the Services provided by Service Provider involve hosting services for SSBT or the processing of data belonging to SSBT or its clients in the capacity as an outsourcer of SSBT, Service Provider represents and warrants that it shall, at its sole expense, engage its independent outside accounting firm to prepare periodic reports ("Examination Reports") in compliance with the provisions of the American Institute of Certified Public Accountants' ("AICPA") Statement on Auditing Standards No. 70, *Reports on the Processing of Transactions by Service Organizations* ("SAS 70"), the AICPA's Statement on Standards for Attestations Engagements No. 16, *Reporting on Controls at a Service Organization* ("SSAE 16"), any successor U.S. standards or guidelines to the same or analogous standards or guidelines in non-U.S. jurisdictions (collectively, "Auditing Standards"), evaluating the Services performed by Service Provider (to the extent that the Auditing Standards contemplates the evaluation of such Services). Service Provider represents and warrants that it shall promptly provide SSBT with true and correct copies of any Examination Reports prepared pursuant to this Section 9.6 and agrees that it will promptly remedy any shortcomings disclosed in any Examination Reports and implement any reasonable recommendations contained therein as to such shortcomings. To the extent compliance with the Auditing Standards requires, or the Parties reasonably mutually agree on, the joint preparation of the Examination Reports evaluating the Services performed by Service Provider, SSBT shall, and shall cause its independent outside accounting firm to, cooperate in good faith with Service Provider and its independent outside accounting firm to jointly prepare such Examination Reports and the Parties shall each pay their respective costs of such preparation.

9.7. **Disaster Recovery/Business Continuity.** Service Provider represents and warrants that it shall develop and implement, at its sole expense, an adequate disaster recovery plan to ensure disaster recovery/business continuity and back-up capabilities for the Services. Service Provider shall provide SSBT with a written copy of its disaster recovery/business continuity plan and any material modification promptly upon SSBT's request. Additional information regarding Service Provider's disaster recovery/business continuity procedures, including business recovery timeframes, will be included, as needed, in the applicable Statement of Work. In the event of:

(a) a Force Majeure Event that has had or may have a catastrophic effect on the ability of Service Provider to provide Services to SSBT or SSBT to receive the Services or receive and use any Deliverable, or

(b) a security breach of SSBT or Service Provider's facilities or SSBT's Confidential Information.

Service Provider shall notify SSBT of the same in writing (a "Disaster Notice") within 24 hours and shall develop any work-around that is necessary to ensure that SSBT continues to receive the Services.

9.8. **Background Investigations.** Service Provider represents and warrants that, as part of its standard hiring and vendor due diligence practices, Service Provider Personnel assigned to perform the Services or otherwise having access to SSBT Confidential Information shall be subject to appropriate pre-employment background investigations performed by or on behalf of Service Provider consistent with industry standards taking into consideration the confidential nature of the Services to be performed and the risk and severity of damage to SSBT or others that might result from Personnel's negligence or wrongful conduct. Service Provider shall make available, upon request from SSBT, evidence (such as invoices for services) that will not pose a privacy issue that the background investigations have been

performed on such Personnel. In addition, Service Provider shall ensure that any Service Provider Personnel assigned to work on any SSBT engagement remains compliant with all applicable laws, rules and regulations, including without limitation, those relating to immigration.

9.9. **Green Policy.** Service Provider represents and warrants that it has and will maintain a responsible environmental "green" policy whereby Service Provider makes responsible use of environmental resources and exercises conservation of natural resources.

9.10. **Gift Policy.** Service Provider represents and warrants that it has and will maintain a gift policy prohibiting any employee of Service Provider from providing gifts or entertainment of a material value to employees of clients or parties receiving Services from Service Provider in return for favorable treatment of any kind.

9.11. **Deemed Export.** Service Provider represents and warrants that it will not provide access, release or transfer any Client technology or information to any third party or employee of Service Provider which could be considered as a "deemed export" of such Client technology or information under applicable U.S. Export Administration Regulations, International Traffic or Arms Regulations, or regulations of the U.S. Department of Commerce or U.S. Department of State.

9.12. **Corrupt Practices.** Service Provider represents and warrants that it shall not engage in corrupt, unfair or fraudulent practices in connection with the provision of the Services hereunder, including, but not limited to, the Service Provider or its Personnel accepting bribes or making offers, payments, or promise to pay to any person, including, but not limited to, an executive, official, employee or agent of: (i) a governmental department, agency or instrumentality, (ii) a wholly or partially government-owned or controlled company or business, or (iii) a political party (collectively, "Government Official"), for the purpose of influencing any act, decision or failure to act by such persons or Government Officials or securing an improper advantage in order to obtain, retain or direct business.

9.13. DISCLAIMERS. THE SERVICE PROVIDER WARRANTIES STATED HEREIN SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification

10.1. Intellectual Property Indemnification.

(a) By Service Provider. Service Provider shall defend at its sole cost and expense or, at its option, settle, any claim or proceeding brought against SSBT or SSBT Related Company to the extent that it is based on an assertion that the Deliverables or the Services constitute infringement of any Intellectual Property Rights, and shall indemnify and hold SSBT harmless from and against all costs, damages and expenses, including reasonable attorney's fees, asserted against SSBT or SSBT Related Company which result from any such claim. Without limiting the generality of the foregoing, should the Deliverables or Services or any part thereof become, or in Service Provider's opinion be likely to become, the subject of a claim of infringement or the like under applicable patent or copyright or trade secret laws, Service Provider shall either procure for SSBT the right to continue using the Deliverables or Services, or to replace or modify the Deliverables or Services, without changing their functional capabilities, so that the Deliverables or Services becomes non-infringing. If Service Provider is unable to do either of the foregoing within thirty (30) days, upon request, Service Provider shall refund the entire fees paid to Service

Provider by SSBT prorated to reflect use of the Deliverable or Services by SSBT or any SSBT Related Company prior to commencement of the Claim or proceeding described herein.

(b) By SSBT. SSBT shall defend at its sole cost and expense or, at its option, settle, any claim or proceeding brought against Service Provider to the extent that it is based on an assertion that the SSBT Content constitutes infringement of any Intellectual Property Rights, and shall indemnify and hold Service Provider harmless from and against all costs, damages and expenses, including reasonable attorney's fees, asserted against Service Provider which result from any such claim, provided that Service Provider notifies SSBT promptly in writing of any such claim or proceeding. This subsection shall constitute Service Provider's sole remedy as to matters covered in this subsection.

10.2. Personal Injury and Property Damage. Each Party shall indemnify, defend, and hold harmless the other Party from and against all claims and actions and all damages, costs and expenses incidental to such claims or actions (including reasonable attorney's fees), based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by the indemnifying Party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement, provided that each Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the negligence of the other Party.

10.3. Employment Claims. Service Provider shall indemnify, defend and hold harmless SSBT from and against all claims and actions and all damages, costs and expenses incidental to claims or actions (including reasonable attorneys' fees) based upon or arising out of any employment related claims by Service Provider's Personnel or subcontractors, or Personnel of Service Provider's subcontractors, including without limitation, for any medical coverage, life insurance, or other benefits from SSBT which may be afforded to SSBT's Personnel and other matters for which Service Provider is responsible pursuant to this Agreement, including Section 2.8 and any immigration and employment related issues and requirements which may arise in connection with such Personnel.

10.4. Confidentiality/Data Protection Claims. In the event of a breach of any provisions of Section 5 or 8 of this Agreement by Service Provider, any of its Related Companies, or any of their current or former Personnel, directors or officers, or failure to perform any of Service Provider's obligations and responsibilities hereunder and more specifically, with respect to the breaches of the Data Protection and Privacy Laws, the Service Provider shall be liable to SSBT, SSBT's Related Companies, as well as their Personnel, clients, parents, subsidiaries or affiliated companies, as applicable, for any damages caused thereby. If a data subject is not able to bring an action against SSBT arising out of a breach by the Service Provider as the data importer of any of the Service Provider's obligations under this Agreement arising under the transmission of SSBT Personal Data to the Service Provider because SSBT has disappeared factually or has ceased to exist in law or became insolvent, the Service Provider agrees that the data subject may issue a claim against the Service Provider as data importer as if Service Provider were the data exporter.

10.5. Content Indemnification. Service Provider shall indemnify, defend and hold harmless SSBT from and against all claims and actions and all damages, costs and expenses incidental to claims or actions (including reasonable attorneys' fees) based upon or arising out of Service Provider's or its current or former Personnel use of any SSBT Content or Third Party Content in violation of this Agreement (excluding claims under Section 10.1(b)).

10.6. Indemnification Procedures. Promptly after the receipt by a Party (the "Indemnified Party") of notice of any claim, determination, suit or cause of action with respect to which the other Party is obligated to provide indemnification (the "Indemnifying Party") pursuant to this

Agreement, the Indemnified Party shall give the Indemnifying Party written notice thereof, provided, however, that any delay by the Indemnified Party to so notify the Indemnifying Party shall relieve the Indemnifying Party of its indemnification obligations only to the extent that such delay materially prejudices the Indemnifying Party's defense. The Indemnifying Party shall be entitled to assume control of the defense and the negotiations, if any, regarding settlement of this matter. If the Indemnifying Party assumes such control, the Indemnified Party shall be entitled to participate in the defense and negotiations of such matter at its own expense; if the Indemnifying Party does not assume control of the defense and negotiations, the Indemnified Party may conduct such defense and negotiations and its reasonable costs and expenses shall be subject to indemnification. The Parties agree, at the Indemnifying Party's expense, to reasonably cooperate in such negotiations, defense or settlement and to give each other full access to any information relevant thereto. The Indemnified Party shall not enter into any settlement of such matter without the written consent of the Indemnifying Party, and the Indemnifying Party shall not be obligated to indemnify the Indemnified Party for any settlement entered into without the written consent of the Indemnifying Party. If the consent of the Indemnified Party is required to effectuate any settlement negotiated by the Indemnifying Party, then such consent shall not be unreasonably withheld.

11. Limitation of Liability

11.1. Cap on Liability. Except for claims under Sections 5, 6, 8, and 10 and except for gross negligence, willful misconduct and fraud the Parties agree that the total liability of each of the Parties for any breach of its obligations under this Agreement shall not exceed the total of fees received by Service Provider under any Statement of Work out of which such liability arises.

11.2. EXCLUSION OF DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

12. Project Management

12.1. Project Managers. Service Provider and SSBT each shall appoint a project manager (each a "Project Manager"). Each Project Manager will meet regularly and will work together toward a timely implementation in accordance with the Statement of Work. The Project Managers will plan the project, select and agree on resources, quality check the activities and progress of the project, and resolve any disputes that may arise. Service Provider's Project Manager will be acceptable to SSBT and be the primary contact for SSBT in dealing with operational, performance or other issues arising under the Agreement. Service Provider's Project Manager will have overall responsibility for directing all of the Service Provider's activities including, but not limited to, the overall managing and coordinating of the delivery of Services, and will be vested with all necessary power and authority to fulfill that responsibility and make decisions on behalf of Service Provider with respect to actions to be taken in the ordinary course of day to day performance of Services under this Agreement.

12.2. Steering Committee.

(a) If requested by either Party, Service Provider and SSBT each shall appoint an executive sponsor and establish a steering committee, which shall include the executive sponsors

and the Project Managers ("Steering Committee") for the purpose of facilitating communications and establishing a formal escalation procedure to resolve any disputes between the Parties.

(b) The Steering Committee will review periodic progress reports prescribed by the project management team of SSBT and Service Provider, meeting periodically to discuss the status, scope, and budget of the project, as well as the roles and responsibilities of project management. The Steering Committee will also aid in resolution of disputes that cannot be resolved by the prospect management. Each executive sponsor will serve as a liaison between the project management team and executive management. In addition to serving on the Steering Committee, executive sponsors will assist in resolving open issues remaining within the Steering Committee.

12.3. **Project Management Procedure.** In order to maintain communications between the Parties, Service Provider and SSBT shall ensure that the following procedures are in place:

(a) Regularly scheduled Project Managers meetings to present and discuss issues, to ensure project Deliverables and milestones are met within the established timeline;

(b) Biweekly Steering Committee meetings to review project status and provide status updates; and

(c) Progress reports, summarizing accomplishments, difficulties, potential or actual slippage in meeting deadlines, hours worked in excess of estimates, Deliverables completed, and tasks in progress.

13. **Escalation Procedure**

13.1. **Scope.** Any dispute, controversies or claims arising under this Agreement (each, a "Dispute") shall be subject to the escalation process set forth in this Section 13; provided, however, that, notwithstanding anything to the contrary in such Agreement, a Party may institute proceedings for appropriate equitable relief if it makes a determination that a breach (or potential breach) of the terms of this Agreement by the other Party may result in damages or consequences that shall be immediate, severe and incapable of adequate redress after the fact, so that a temporary restraining order or other immediate injunctive relief is the only adequate remedy. Any provisional relief obtained pursuant to this Section 13.1 shall be limited as appropriate to preserve the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts courts to resolve the dispute between the Parties.

13.2. **Escalation Procedures.**

(a) If either Party identifies a Dispute that requires resolution, it will give the other Party's Project Manager prompt written notice thereof. The Parties' Project Managers will then negotiate in good faith on a regular and frequent basis to resolve the Dispute as expeditiously as feasible. If the Project Managers are unable to resolve the Dispute within a reasonable period of time not to exceed ten (10) days after notice of the Dispute is given unless extended by agreement of the Parties, either Project Manager may refer the Dispute to the Steering Committee.

(b) Promptly after referral as provided in subparagraph (a) above, the members of the Steering Committee will negotiate in good faith on a regular basis to resolve the Dispute as expeditiously as feasible, but no later than thirty (30) days after referral. If the members of the Steering Committee are unable to resolve the Dispute within such time frame, the Steering Committee may refer the Dispute to the senior executive of SSBT

having management responsibility for the Service Provider relationship and the senior executive or other manager of Service Provider with management responsibility for the SSBT relationship (collectively, the "Senior Executives").

(c) Promptly after referral as provided in subparagraph (a) above, the Senior Executives will negotiate in good faith on a regular basis to resolve the Dispute as expeditiously as feasible, but no later than thirty (30) days after referral. Thereafter, the Senior Executives will submit a joint written recommendation for any issue(s) of the Dispute upon which they agreed and separate written recommendations for any issue(s) of the Dispute upon which they disagreed upon or which remain unresolved. SSBT and Service Provider agree to be bound by such joint written recommendation and to deem the issue(s) the Senior Executives agreed upon to be no longer included in the Dispute. Either Party may seek to resolve any issues that remain unresolved through litigation.

(d) The purpose of preparing and submitting the written recommendation described above (or any other report or statement on the matter) (collectively, "Dispute Statements") is to facilitate the resolution process. However, the Dispute Statements will not limit either Party from identifying any additional relevant issues during the resolution process, nor will the Dispute Statements constitute a waiver of, or prejudice or limit either Party's rights or remedies with respect to, the issue(s) addressed therein. Moreover, the Dispute Statements shall not constitute an admission by either Party and shall not be used by either Party for any purpose other than to demonstrate the issues that had been agreed upon by the Parties.

(e) Service Provider shall not be permitted to terminate any Services because of a Dispute provided that the Parties are working in good faith towards the resolution of the Dispute in accordance with the terms of these escalation procedures.

14. Term and Termination

14.1. Term. This Agreement shall be effective when signed by both Parties and thereafter shall remain in effect until terminated in accordance with the terms hereof ("Term"). Each Statement of Work shall be effective when signed by both Parties, and thereafter shall remain in effect until terminated:

(a) as provided in the applicable Statement of Work, or

(b) in accordance with the terms of this Agreement.

14.2. Termination for Convenience. SSBT may terminate this Agreement and/or any Statement of Work at any time for SSBT's convenience upon the provision of thirty (30) days prior written notice to Service Provider. During such thirty (30) day period, Service Provider shall only perform Services necessary to wind down and exit the engagement described in the Statement of Work during such thirty (30) day period and tasks associated with knowledge transfer. Unless otherwise specifically stated in the applicable notice of termination, SSBT's termination of any Statement of Work for convenience shall not result in the automatic termination of this Agreement. For any engagement which is on a time and materials basis, SSBT may limit or suspend any further Services at any time upon five (5) days prior notice without termination of any Statement of Work and without liability hereunder.

14.3. Termination for Cause. Either Party may terminate this Agreement or a Statement of Work upon written notice ("Termination for Cause") if the other Party:

(a) ceases doing business and its business is not continued by another corporation or entity which has agreed to assume such Party's obligations to which SSBT consents in writing;

(b) files for or becomes a Party to any involuntary bankruptcy, receivership or similar proceeding, and such proceeding is not dismissed within forty-five (45) calendar days after filing;

(c) makes an assignment for the benefit of creditors; or

(d) fails to perform any term or provision of this Agreement in accordance with the Statement of Work and such failure to perform continues for a period of thirty (30) days after receipt of such written notice.

In addition to the foregoing, SSBT may terminate this Agreement for cause in the event that Service Provider becomes the subject of a criminal and/or regulatory proceeding and/or investigation and such proceeding and/or investigation may impact SSBT's receipt of the Services on the terms provided in the applicable Statement of Work.

14.4. **Transition Cooperation.** Service Provider agrees that upon termination of this Agreement or Statement of Work for any reason it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of the Services to SSBT or another vendor. Service Provider shall provide full disclosure to SSBT of the product and Services and any third party suppliers required in the performance of this Agreement. Except as provided herein with respect to transition cooperation, upon the termination of this Agreement, Service Provider shall immediately discontinue the provision of all Services to SSBT.

15. **Major Competitors**

Service Provider shall not offer services to SSBT's clients in competition with SSBT. If so provided in a Statement of Work, no Service Provider Personnel identified in the Statement of Work shall during the period of their assignment under the Statement of Work and for a period of one hundred eighty (180) days from the last day of their assignment shall be assigned to a similar project under which they participate for SSBT's major competitors, as defined in the Statement of Work. The list of Service Provider Personnel subject to these restrictions, as set forth in the Statement of Work, and the list of major competitors, as set forth in the Statement of Work, may be reviewed and updated from time to time as may be appropriate.

16. **Audit Rights**

Service Provider shall permit one or more SSBT Personnel or agents (including SSBT's internal or external auditors and such governmental and data protection authorities governing SSBT and SSBT Related Companies), at such times as shall be reasonably requested, to inspect and take extracts from any records (redacted to remove references to matters unrelated to the materials or Services under this Agreement) maintained by Service Provider or its subcontractors in connection with this Agreement and any Statement of Work and to visit and inspect any premises where services are being performed (including, as applicable, walk-through of primary and backup data centers, subject to generally-applicable restrictions imposed by any third party operators of such data centers) to verify that Service Provider is employing reasonable procedures in compliance with the terms of this Agreement including without limitation as to confidentiality and data security obligations hereunder. At SSBT's request, Service Provider shall provide SSBT or its Personnel or agents with any reports of Service Provider's internal and external auditors in connection with Service Provider's system of internal accounting controls as they relate to Service Provider's controls and security requirements and the Services under this Agreement (redacted to remove references to

matters unrelated to such services) and remedial plan to address any deficiencies set out in the report.

17. General

17.1. Force Majeure. Neither Party shall be liable for any acts or omissions resulting from a Force Majeure Event. The Party affected by an Force Majeure Event, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent that such obligations relate to the performance so prevented, restricted, or interfered with); provided that the Party so affected shall use all commercially reasonable efforts to avoid or remove such cause of non-performance and to minimize the consequences thereof and both Parties shall resume performance hereunder forthwith upon removal of such cause. In the event that any Force Majeure Event continues for longer than ten (10) days, SSBT may terminate this Agreement immediately upon the provision of written notice to Service Provider.

17.2. Assignment. Neither this Agreement nor any rights and duties hereunder may be assigned or transferred, by operation of law or otherwise, or delegated by SSBT or Service Provider without the prior written consent of the other Party. SSBT may assign this Agreement to a subsidiary or affiliate or a successor in interest in case of a merger or acquisition of SSBT or in case of a transfer of all or substantially all of its assets, or the assets of a major division, to another Party. This Agreement shall be binding and shall inure to the benefit of any such successors and assigns of the respective Parties.

17.3. Notices. Any notice or other communication given or permitted hereunder shall be in writing and mailed by registered or certified mail or overnight courier as follows:

If to Service Provider, to:
MetricStream, Inc.
2600 E. Bayshore Road
Palo Alto, CA 94303
Attention: Controller

If to SSBT, to:

State Street Bank and Trust Company
One Lincoln Street
Boston, Massachusetts 02111
Attention: ITAM

State Street Bank and Trust Company
One Lincoln Street
Boston, Massachusetts 02111
Attention: Chief Procurement Officer

or to such other address as either Party shall have theretofore designated by notice in writing. Such notice shall be deemed to have been given on the date such notice is deposited in the mail, duly addressed, and with postage prepared by the other Party.

17.4. Insurance. Service Provider represents that it now carries, and agrees that it will continue to carry, with insurers having a Best Rating of A, at a minimum, insurance in the following amounts:

Auto Liability	$ 1,000,000

Comprehensive General Liability	$ 1,000,000
Computer Crime	$ 1,000,000
Employers Liability	$ 1,000,000
Network Security & Privacy	$ 1,000,000
Fidelity-Employee Dishonesty	$ 1,000,000
Umbrella Liability	$ 3,000,000
Professional Liability	$ 7,000,000
Workers Compensation	Statutory

In addition, SSBT may require additional insurance coverage depending upon Service Provider's business or the work to be performed by Service Provider on behalf of SSBT.

If requested by SSBT, certificates of all such insurance indicating that SSBT, its parent, subsidiaries, affiliates and their respective officers, agents and employees, have been named as additional insured's where applicable, shall be provided to SSBT and shall contain a provision that SSBT shall receive thirty (30) days' written notice of cancellation or modification of all such insurance coverage. To the extent that Service Provider is based outside of the United States and/or will be providing any Services from outside of the United States, Service Provider shall ensure that its insurance coverage applies to losses occurring outside of the United States. Service Provider's policy will be considered primary coverage for claims arising out of the contractual relationship.

17.5. **No Waiver.** Any failure by either Party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that Party's right thereafter to enforce each and every term and condition of this Agreement.

17.6. **Titles.** The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and are not an aid in the interpretation of this Agreement.

17.7. **Affirmative Action.** SSBT is an equal employment opportunity employer and is a federal contractor. Consequently, the Parties to this contract agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1973. The Parties to this contract further agree that these laws and their implementing regulations, as applicable, are incorporated herein by this reference.

17.8. **Governing Law and Jurisdiction; Arbitration.** This Agreement is deemed to be made under and shall be construed according to the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of laws. Except for actions for injunctive relief initiated by SSBT to protect SSBT Confidential Information, which may be brought in any court of competent jurisdiction, all action relating to this Agreement shall be brought in the appropriate state or federal court located in Boston, Massachusetts. Each of the Parties irrevocably consents to the jurisdiction and venue of the federal and state courts of the Commonwealth of Massachusetts. To the extent SSBT reasonably believes that any non-United States jurisdiction in which any Services are performed or which may apply to the Services may not recognize or enforce any Massachusetts or other United States law provision or judgment rendered by a United States judicial or administrative entity, SSBT may submit any dispute to any applicable international arbitration tribunal for arbitration in accordance with the arbitration rules at the time applicable in the applicable jurisdiction. The arbitration tribunal will consist of three arbitrators. The language to be used will be both English and the language of the local non-United States jurisdiction. An arbitration award rendered by such a tribunal will be enforceable under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958). The arbitration fee will be borne by the

losing Party unless otherwise determined by the arbitration award. During the course of arbitration this Agreement will continue to be performed.

17.9. **Reference and Publicity.** Service Provider shall not use, and shall cause its employees and other Personnel, and any Approved Subcontractors and agents to refrain from using,

(a) SSBT's name or the name of any SSBT Related Company;

(b) the name of any employee or other Personnel of SSBT or any SSBT Related Company; and

(c) a logo, trademark or any other intellectual property of SSBT or any SSBT Related Company in any marketing or advertising materials, customer lists or any website of Service Provider without SSBT's prior written approval, which may be withheld for any reason.

17.10. **Injunctive Relief.** The Parties agrees that money damages may not be a sufficient remedy for any breach of this Agreement involving the disclosures of the Parties' Confidential Information. As such, each Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without having to post a bond.

17.11. **Survival.** Termination of this Agreement or a Statement of Work shall in no way relieve either Party of its duties or obligations incurred pursuant to this Agreement or Statement of Work prior to termination thereof. The provisions of Paragraphs 5, 6, 8, 9, 10, 11, 14.4, and 16 shall survive any termination of this Agreement or the Statement of Work.

17.12. **Entire Agreement.** This Agreement and the Statements of Work constitute the entire Agreement between Service Provider and SSBT; it shall not be amended, altered, or changed except by a written agreement signed by the Parties hereto.

IN WITNESS WHEREOF, the undersigned, by their Authorized Representatives, have executed this Agreement as of the day and year first set forth above.

STATE STREET BANK AND TRUST COMPANY	METRICSTREAM, INC.
By:	By:
Name: William W. Hagman	Name: Bill Williams
Title: Vice President - CSO Technology	Title: Director of Finance
	TIN: 94-3336245

Schedule A
Statement of Work

STATE STREET.

STATEMENT OF WORK

Confidentiality – This document is being submitted by Full Service Provider Name to State Street Bank and Trust Company, with the explicit understanding that the contents would not be divulged to any third party without prior written consent from State Street Bank and Trust Company.

This Statement of Work (the "SOW") dated as of <Month> XX, 20 defines a business transaction between State Street Bank and Trust Company, on behalf of itself and its affiliates and subsidiaries ("Client"), and <Full Service Provider Name> ("Service Provider") in which Service Provider will provide -_____ services ("Work"). It establishes the scope of the Work to be performed, sets forth the objectives to be achieved, describes the start and delivery dates, specific tasks, activities and deliverables, the criteria for successful completion of the Work and identifies the responsibilities of the parties.

This SOW is issued pursuant to the _____ Master Services Agreement ("Agreement") between Client and Service Provider dated <Month> XX, 200X. This SOW is subject to the terms and conditions contained in the Agreement, as may be amended from time to time, by and between the parties and is made a part thereof. Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

PROJECT MANAGERS: For the purposes of this SOW, the following individuals are considered to be the project managers:

State Street Project Manager: _____ Phone:_____

Service Provider Project Manager: _____ Phone:_____

OBJECTIVES AND SCOPE OF PROJECT:

Service Provider will perform the following scope of Work under this SOW:

The following services are out of scope under this SOW:

APPROACH AND METHODOLOGY:

Service Provider will adhere to the following approach and methodology when performing the Work defined in this SOW:

PROJECT DELIVERABLES AND PROJECT PROGRESS:

The following information identifies the deliverables and their corresponding progress percentage of completion to the total engagement.

Deliverable(s)	Delivery Date	Progress Payment %
1.		
2.		
3.		
4.		

CLIENT RESPONSIBILITIES:

The following are responsibilities, deliverables, and other obligations of Client:

SERVICE PROVIDER RESPONSIBILITIES:

The following are responsibilities, deliverables, and other obligations of Service Provider:

MUTUAL RESPONSIBILITIES:

The following are responsibilities, deliverable and other obligations of both Client and Service Provider: (i.e. participate in meetings):

ASSUMPTIONS:

The following are assumptions made by both Client and Service Provider and involved in the performance of services under this SOW:

LOCATION:

The services shall be performed ... (at State Street location or Service Provide location, combination or remotely)

SCHEDULE AND TERM:

The parties currently anticipate the Work will begin on <Month> XX, 20__ and will conclude on <Month> XX, 20__. Any changes to the scope and objectives of the Work that impact the project timing, project cost, or the project deliverables, will be made solely by written agreement of the parties. Service Provider will not exceed any estimate of time, fees or expenses set forth herein without the prior written consent of Client. Client shall not be responsible for payment for any work

performed or fees or expenses incurred in excess of the estimates set forth herein unless agreed to in writing in advance by Client.

COMPENSATION / PAYMENT MILESTONES:

Service Provider represents that the total project fees for performance of all Work in accordance with the terms hereof shall not exceed: $_____.

Service Provider will invoice Client according to the following payment schedule for Work performed during this engagement:

ENGAGED CONSULTANTS AND RATES:

NAME	LEVEL	HOURLY RATE	ESTIMATED HOURS	ESTIMATED FEES
	Partner / Senior Principal	$0.00		$0.00
	Director	$0.00		$0.00
	Sr. Manager	$0.00		$0.00
	Sr. Consultant / Manager	$0.00		$0.00
	Consultant	$0.00		$0.00
	Jr. Consultant / Analyst	$0.00		$0.00
	Support	$0.00		$0.00
TOTALS:			0	$0.00

Blended Rate:

Total Expenses Not To Exceed: $_____.

Client will reimburse Service Provider for all actual, reasonable out of pocket expenses incurred (without markup) directly related to this Work up to a maximum of fifteen (15%) percent of the total fees payable under this SOW. Service Provider will be responsible for promptly providing upon Client's request copies of all receipts in excess of seventy five ($75.00) dollars.

BILLING AND PAYMENT:

Upon completion of each deliverable as outlined above, Service Provider shall submit such deliverable for Client's testing and acceptance as provided in the Agreement. Upon notice by Client to Service Provider that such deliverable has been successfully tested and accepted by Client, Service Provider will submit an invoice for payment of the related progress payment based on the percentage completion such deliverable represents to the total project fees payable which will be paid in accordance with the terms of the Agreement. Each invoice shall identify the completed and accepted deliverable(s), the progress percentage being billed, and if applicable, the time spent on each deliverable by Service Provider's.

MANAGEMENT PROCEDURES (If different from the terms of the Agreement):

Change Control Process

Dispute Resolution Process

Status Meetings/Reports

COMPLETION OF ENGAGEMENT:

This SOW shall be deemed to be completed when all Work and deliverables have been completed and delivered by Service Provider and have been tested and accepted by Client or either party terminates the sow in accordance with the terms of the Agreement.

STATEMENT OF AGREEMENT:

IN WITNESS WHEREOF, Service Provider and Client have caused this SOW to be signed and delivered by their duly authorized representative, all as of the date first herein above written.

STATE STREET BANK AND TRUST COMPANY

BY: Denise A. DeAmore

NAME: DENISE A. DEAMORE

TITLE: EXECUTIVE VICE PRESIDENT

DATE: JANUARY 13, 2012

METRCSTREAM, INC

BY: [illegible]

NAME: Shellye Archambeau

TITLE: CEO

DATE: 1/13/12

STATE STREET BANK AND TRUST COMPANY

BY: [illegible]

NAME: DAVID F. CHASE

TITLE: VICE PRESIDENT

DATE: JAN 13, 2012

Schedule B

Approved Subcontractors

Schedule C

Data Privacy

Any Service Provider that accesses, views, uses, copies, modifies, creates, stores, discloses, transmits, or otherwise processes Non U.S. Personal Data, shall execute with SSBT the Data Processing Agreement substantially in the form of Schedule C-1 attached to this Agreement ("Data Processing Agreement"), which agreement together with the terms of this Agreement shall govern the processing of all SSBT Personal Data transferred to the Service Provider from the Economic European Area or any other jurisdiction in connection under the Agreement.

Service Provider shall comply with the terms and conditions of the Data Processing Agreement in all material respects.

In the event of any conflict or inconsistency between this Agreement and the Data Processing Agreement concerning the treatment or processing of Non U.S. Personal Data, the Data Processing Agreement shall control.

Upon the request of SSBT or one of its Related Companies, Service Provider shall:

(a) enter into additional Data Processing Agreements as SSBT may require, and

(b) use reasonable efforts to cooperate in connection with the preparation of the additional Data Processing Agreements and any required annexes to such additional Data Processing Agreements, including providing any additional information requested by the relevant data protection authorities within the period of time specified by such authorities, or, if no time period is specified by the applicable data protection authorities, within a reasonable time.

Schedule C-1

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization:

Address:

Tel: fax: e-mail:

Other information needed to identify the organization

(the data exporter)

And

Name of the data importing organization:

Address:

Tel: fax: e-mail:

Other information needed to identify the organization

(the data importer)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ([1]);

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions

and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the

Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer ([1])

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that

([1]) Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorized access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations, referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely

.....

(¹) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (1). Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely .....

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

(1) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

On behalf of the data exporter:

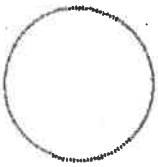
Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature



(stamp of organization)

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature

(stamp of organization)

([1]) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Appendix 1
to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Categories of data

The personal data transferred concern the following categories of data (please specify):

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

(1) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Appendix 2

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

(a) the data exporter promptly notifying the data importer of a claim; and

(b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim ([1]).

([1]) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Schedule C-2

SAFE HARBOR CERTIFICATION

1.1 Service Provider hereby certifies (and continues to certify during the term of this Agreement) that it adheres to the Safe Harbor Agreement between the U.S. Department of Commerce and the European Commission with respect to personally identifiable information that is transferred from the European Economic Area to the United States (the "Safe Harbor"), and that, as a result, the Parties are not required by law to execute the Data Processing Agreement set forth in Schedule C-1.

1.2 Service Provider represents, warrants and undertakes that during the term of this Agreement and thereafter for so long as it retains any SSBT Personal Data:

(a)

(1) it is and will remain a certified participant in the Safe Harbor scheme overseen by the US Department of Commerce and recognized by the European Commission as providing adequate protection for personal data pursuant to its Decision of 26 July 2000 on the adequacy of the protection provided by the Safe Harbor Privacy Principles and related Frequently Asked Questions issued by the US Department of Commerce (2000/520/EC) (the "Safe Harbor Decision") and that such certification is and will continue to apply to all the categories or types of personally identifiable data and/or sensitive personal information contained within the SSBT Personal Data that is transferred from the European Economic Area to the United States under this Agreement; or

(2) if Service Provider ceases to remain a certified participant in the Safe Harbor scheme or its certification ceases to apply to any of the categories or types of personally identifiable information transferred from the European Economic Area made available to it under this Agreement or the European Commission amends or revokes the Safe Harbor Decision such that Service Provider's compliance with the Safe Harbor scheme would no longer be regarded as providing adequate protection for personal data for the purposes of Article 26(1) of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, then, it will enter into a data processor agreement under the standard contractual clauses for data processors established in third countries approved by the European Commission in its Decision of 27 December 2001 on standard contractual clauses for the transfer of personal data to processors established in third countries, under Directive 95/46/EC (or such other standard contractual clauses as the European Commission may have formally approved since the date of this Agreement) (the "Data Processing Agreement");

(b) it will comply with the Safe Harbor's requirements and principles published by the U.S. Department of Commerce, with respect to all SSBT Personal Data transferred to Service Provider from the European Economic Area or any other jurisdiction and will publicly declare that it does so, including by providing a timely annual reaffirmation to the Department of Commerce of its self-certification of adherence to the Safe Harbor's requirements; and

(c) if it intends to transfer or give access to any SSBT Personal Data to any of its affiliates, subsidiaries or subcontractors, it will ensure that these affiliates, subsidiaries or subcontractors first enter into appropriate contractual arrangements with the Service Provider and/or SSBT

and/or one of its Related Companies on terms no less restrictive that the terms herein and that replicate the provisions of the Safe Harbor requirements or the terms of the European Commission's standard contractual clauses for the transfer of personal data referred to in Section 1.2 above.

1.3 If Service Provider is in breach of Section 1.2 above at any time during the term of this Agreement or any subsequent period in which Service Provider retains any SSBT Personal Data then Service Provider will, promptly on request by SSBT, destroy all SSBT Personal Data in its possession and cease any further access to SSBT Personal Data (provided that Service Provider shall not destroy any original records of SSBT Personal Data without SSBT's consent).

1.4 Upon the reasonable request of SSBT or one of its Related Companies, Service Provider shall (i) enter into good faith discussions regarding its entering into mutually agreeable additional data processing agreements; (ii) use reasonable efforts to cooperate in connection with the preparation of the additional mutually agreeable data processing agreements and any required annexes to such agreements, including providing any additional information required thereunder within the period of time specified therein, or, if no time period is specified therein, within a reasonable time; and (iii) upon SSBT's direction, at all times during the negotiations referenced herein not send, receive or hold any SSBT Personal Data. SSBT Personal Data in the hands of the Service Provider at the time these negotiations are initiated shall be removed or return as determined by SSBT in compliance with the terms of the Agreement.

Schedule D

Security Schedule

All capitalized terms not defined herein shall have the meanings ascribed to them in the Master Services Agreement executed by and between MetricStream, Inc. ("Service Provider") and State Street Bank and Trust Company ("SSBT") as may be amended from time to time (the "Agreement"). As of the effective date of the Agreement or such other data as the parties agree in writing, Service Provider shall have implemented, and shall thereafter maintain current, a comprehensive security policy or policies ("Security Policy") that satisfies the requirements set forth below. Service Provider agrees that it shall not make any change(s) to its Security Policy that effectively reduces or limits the rights or protections offered to SSBT under this Schedule or the Agreement generally.

Consistent with Section 5.3 of the Agreement, Service Provider shall secure and protect State Street Data, as defined below, by using at least the same degree of care as the Service Provider uses to secure and protect its own Confidential Information but in no event any less than reasonable care; provided, however, that with respect to those jurisdictions which do not recognize a reasonable standard of care Service Provider shall be obligated to use best efforts.

Service Provider agrees to participate in State Street's Vendor Management Program including completing SSBT's Vendor Risk Assessment Questionnaire(s) when requested by SSBT. Requests by SSBT will be no more frequent than once in any twelve (12) month period for any Services described in a Statement of Work. Service Provider also agrees to make appropriate resources available for follow-up phone review(s) of the questionnaire or, if requested by SSBT, for an onsite visit.

Service Provider shall not delegate any Services to be performed under this Agreement or provide any access to State Street Data or its network to a subcontractor or other third party except to an Approved Subcontractor who complies with the security measures at least as stringent as those described in this Schedule.

With respect to any Service Provider Personnel who no longer requires, or is no longer authorized for whatever reason to, access to State Street Data, where access is managed by SSBT, Service Provider shall so notify SSBT in writing at least twenty-four (24) hours prior to the date on which such access is no longer required; unless such access is removed under exigent circumstances such that twenty-four (24) hours prior notice is not possible in which case Service Provider shall notify SSBT immediately upon knowledge that such access shall be removed.

<u>Objectives</u> - Service Provider shall implement data security measures that are consistent with banking industry best practices and standards such that Service Provider:

1. Protects the privacy, confidentiality, integrity, and availability of all data, information, text, visual, audio or graphic representations and other materials in any medium or format, either electronic, or tangible which is disclosed by or on behalf of SSBT and/or SSBT's Related Companies to, or otherwise comes into the possession of, the Service Provider, its Related Companies or Personnel in connection with the Agreement, (including but not limited to SSBT's Confidential Information (collectively, "State Street Data"));
2. Protects against accidental, unauthorized, unauthenticated, or unlawful access, copying, use, processing, disclosure, alteration, transfer, loss or destruction of the State Street Data including, but not limited to, identity theft;
3. Complies with all applicable laws, rules, regulations, directives and decisions (each, to the extent having the force of law) that are relevant to the handling, processing and use of State Street Data by SSBT or Service Provider, on SSBT's behalf, in accordance with this Agreement; and
4. Ensures security measures and procedures include (but shall not be limited to) appropriate administrative, physical, technical, procedural and organizational safeguards:

1. **Risk Assessments**

   A. **Risk Assessment** - Service Provider shall perform regular, at least annually, robust, comprehensive risk assessments which identify the State Street Data or business assets (e.g., facilities, equipment, devices,

etc.), the threats against those assets (both internal and external), the likelihood of those threats occurring and the impact upon the organization to determine an appropriate level of Information Security safeguards.

B. **Risk Mitigation** - The Service Provider shall manage, control and remediate any threats identified in the Risk Assessment that could result in unauthorized access, copying, use, processing, disclosure, alteration, transfer, loss or destruction of any State Street Data, including without limitation, explicit protection against identity theft, so as to achieve the Objectives stated above, commensurate with the sensitivity of the State Street Data, as well as the complexity and scope of the activities of the Service Provider pursuant to the Agreement.

C. **Risk Assessment Summary** - Service Provider shall provide SSBT with the written (high level summary) results of the Risk Assessment upon request. If SSBT believes vulnerabilities or threats identified in the Risk Assessment have not been successfully remediated, Service Provider shall promptly employ a mutually agreed, independent third party expert to perform a follow up assessment. Service Provider agrees to remediate any risk findings other than those properly designated as medium or low risk ("High Risk Findings") from the follow up assessment that could potentially affect SSBT at Service Provider expense.

2. **Security Policy**

A. **Security Policy** - Upon request by SSBT on an annual basis, the Service Provider shall provide SSBT's Chief Information Security Officer or his designee with a copy of its then current Security Policy and an opportunity to discuss Service Provider's security measures with a qualified IT management member of Service Provider. The Security Policy must reflect security measures added as a result of risk assessment findings.

B. **Security Policy Review** - Service Provider shall review its Security Policy regularly, and particularly following any changes in applicable law, advances in technology or changes to the Service Provider's information systems, in order to verify that the Security Policy and controls set out therein remain accurate, comprehensive and up to date.

3. **Organizational Security**

A. **Responsibility** - Service Provider shall assign responsibility for information security management to appropriate skilled and senior Personnel only.

B. **'Need to Know' Access** - Service Provider shall restrict access to information systems used in connection with this Agreement and/or to State Street Data to only those Personnel who are reliable, have sufficient technical expertise for the role assigned and know his or her obligations and the consequences of any security breach.

C. **Confidentiality** - Service Provider Personnel who have accessed or otherwise been made known of State Street Data, shall maintain the confidentiality of such information for the duration of such individual's employment with Service Provider and for a period of three (3) years thereafter. No less frequently than annually, all Service Provider Personnel that may have access to State Street Data will be required to certify that such individual has read and complied with the confidentiality and non-disclosure duties in this schedule. SSBT reserves the right to inspect this certification.

4. **Asset Management**

A. **Data Sensitivity** - Service Provider acknowledges that it understands the sensitivity of the State Street Data.

B. **Data Control** - Unless otherwise agreed to in writing by SSBT, Service Provider and its Personnel shall not copy, download, transmit (to or from), or store State Street Data on any desktop, laptop, server, portable or other device at any location, unless directly related to the delivery of service pursuant in the Agreement.

C. **No Public Cloud Computing** - Service Provider represents and warrants that it does not and shall not rely upon public cloud computing to perform the Services, including without limitation, the processing or storage of State Street Data, unless SSBT has specifically approved such use in writing. For purposes of

this Schedule, public cloud computing refers to a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications and servers) via the Internet that can be rapidly provisioned and released with minimal management effort or service provider interaction.

5. **Security Training**

   A. **General** - Service Provider, prior to making any State Street Data available shall institute an appropriate training and education program to ensure that its Personnel are appropriately trained regarding their responsibilities under the Security Policy and with respect to the confidentiality and non-disclosure duties including, without limitation, any special requirements relating to State Street Data.

   B. **Privileged Access Users** - In addition to its training obligations in the Agreement generally, Service Provider shall make available specific security training to all Personnel granted privileged access (e.g., root, dba, network admin, superuser level access, support, etc.) to systems which handle or hold State Street Data and/or are used to provide Services.

   C. **Developer** - Service Provider also shall make available to development teams associated with development efforts impacting SSBT, specific training focused on well defined, secure coding standards.

6. **Physical Security**

   A. **Securing Physical Facilities** - Service Provider shall maintain all systems hosting State Street Data and/or providing Services on behalf of SSBT in a physically secure environment that restricts access to only authorized individuals, and detects any unauthorized access or access attempts. A secure environment includes 24 x 7 security Personnel or equivalent means of monitoring at all relevant locations (including, without limitation, buildings, computer facilities, and records storage facilities).

   B. **Physical Security of Media** - Service Provider shall prevent the unauthorized viewing, copying, alteration or removal of any media containing State Street Data, wherever located. Removable media on which State Street Data is stored (including thumb drives, CDs, and DVDs, but excluding laptops, and PDAS by Service Provider must be encrypted using at least 256 bit AES (or equivalent) and may not be used or re-used by Service Provider to store data of any other customer or to deliver data to any third party unless prior to such use or re-use the State Street Data is securely erased.

   C. **Media Destruction** - Service Provider shall destroy removable media and any mobile device (such as discs, USB drives, DVDs, back-up tapes, printers, laptops and PDAs) containing State Street Data or render State Street Data on such physical media unintelligible and not capable of reconstruction by any technical means prior to any reuse of the media, if requested by SSBT or if such media or mobile device is no longer intended to be used.

   D. **Paper Destruction** - Service Provider shall cross shred all paper waste and dispose in a secure and confidential manner so as to render all paper waste unreadable.

   E. **Secure Physical Processing Locations** - Service Provider shall keep an up-to-date record of the location of each data center used in connection with the provisions of Services and the owner of such data center and shall provide such record to SSBT upon request. Further Service Provider shall promptly notify SSBT of any transfer or relocation of material portions of State Street Data.

7. **Communications and Operations Management**

   A. **Network Penetration Testing** - Service Provider shall, on at least an annual basis, contract with an independent third party to conduct a network penetration test on information systems and network having access to or holding or containing State Street Data. Service Provider will provide SSBT with a high level summary of the test results including the scope and methodology of the test and confirmation that High Risk Findings have been remediated or a plan (including time frame) is in place to remediate.

   B. **Data Encryption** - Service Provider shall encrypt or protect by other technical means State Street Data in Service Provider's possession or control so that it cannot be read, copied, changed or deleted by unauthorized persons while in storage, including when saved on removable media.

C. **Data Protection During Transmission or Transit** - Service Provider shall encrypt and protect State Street Data in Service Provider's possession or control so that it cannot be read, copied, changed or deleted by unauthorized persons during transmission or transit inside or outside of Service Provider's internal network.

D. **Data Loss Prevention** - Service Provider shall implement a comprehensive data leakage solution that identifies, detects, monitors, documents and either alerts or prevents said State Street Data from leaving the Service Provider control without authorization in place.

E. **Data Destruction** - Service Provider shall agree at the request of SSBT to (i) promptly return to SSBT, in the format and on the media reasonably requested by SSBT, all or any part of State Street Data; (ii) erase or destroy all or any part of State Street Data in Service Provider's possession, in each case to the extent so requested by SSBT; and (iii) provide letter of attestation that data has been successfully erased or destroyed.

F. **Network Ports** - Service Provider shall restrict unauthorized network traffic affecting State Street Data.

G. **Malicious Code** - Service Provider shall detect the introduction or intrusion of malicious code on information systems handling or holding State Street Data and at no additional charge to SSBT prevent the unauthorized access, disclosure or loss of integrity of any State Street Data and remove and eliminate any effects.

8. **Access Controls**

A. **Authorized Access** - Service Provider shall maintain the logical separation such that access to all systems hosting State Street Data and/or being used to provide services to SSBT will uniquely identify each individual requiring access, grant access only to authorized individuals based on the principle of least privileges, and prevent unauthorized access to State Street Data.

B. **User Access Inventory** - Service Provider shall maintain an accurate and up to date list of all Personnel who have access to the State Street Data and will have a process to promptly disable within twenty-four (24) hours of transfer or termination access by any individual Personnel.

C. **Password Management** - Service Provider shall communicate new passwords to users in a secure manner, with an appropriate proof of identity check of the intended users. Passwords shall not be stored or transmitted in readable form.

D. **Logging & Monitoring** - Service Provider shall log and monitor all access to the information systems containing State Street Data for additions, alterations, deletions, and copying of State Street Data. The Service Provider agrees to maintain full records or system or applicable access attempts, both successful and failed and upon request will make available to SSBT, all logs and records. Security administration logs will be retained for a minimum of sixty (60) days and financial transactions logs will be retained for a minimum of six (6) months.

E. **Multi-Factor Authentication for Remote Access** - Service Provider shall use multi factor authentication and a secure tunnel when accessing systems containing SSBT data remotely.

F. **Wireless** - Service Provider shall ensure use of WIFI (aka 802.11) network traffic is encrypted using WPA2 with the AES encryption algorithm option provides for non-broadcast SSID and mutual authentication between the server and the end devices when accessing systems containing State Street Data.

9. **Use of Laptop and Mobile Devices in connection with the Agreement**

A. **Encryption Requirements** - Service Provider shall encrypt the State Street Data on any laptops or mobile devices (e.g., Blackberries, PDAs) used by Service Provider's Personnel using at least 256 bit encryption AES (or equivalent).

B. **Secure Storage** - Service Provider shall require that all laptops and mobile devices be securely stored whenever out of the Personnel's immediate possession and, in the event of a lost or stolen laptop or other

mobile device containing State Street Data, Service Provider shall immediately notify SSBT's Chief Information Security Officer or his designee.

C. **Network/ Systems Password Storage** - Service Provider shall prohibit use of laptops or other mobile devices (e.g., Blackberries, PDAs) to store network or system passwords that enable access to SSBT systems or other systems that handle or hold State Street Data, unless such passwords are encrypted.

D. **Remote Wipe/Inactivity Timeout** - Service Provider shall employ access and password controls as well as inactivity timeouts of no longer than thirty (30) minutes on all laptops, desktops and mobile devices used by Service Provider's Personnel and maintain the ability to immediately upon knowledge remotely remove data from any device lost, stolen or in possession of a terminated employee.

E. **Laptops/Mobile Devices** - Service Provider shall prohibit access to State Street Data on laptops or mobile devices where above requirements cannot be met.

10. Information Systems Acquisition Development and Maintenance

A. **Application Penetration Testing** - Service Provider shall, on at least an annual basis, contract with an independent third party to conduct an application penetration test application used in association with this agreement. Service Provider will provide SSBT with a high level summary of the test results including the scope and methodology of the test and confirmation that High Risk Findings have been remediated or a plan (including time frame) is in place to remediate.

B. **State Street Data** - Must be used by the Service Provider solely for the purposes specified in this Agreement. Additionally:

I. No production data shall be used for any other purpose (e.g., QA testing, development testing, User Acceptance Test areas (UAT), training, demonstration, etc.).

II. In instances where production data is copied to other environments as authorized by SSBT in writing, data must be copied in a secured manner and meet the controls specified within this document. State Street Data must be protected to the same level as is applied to the production data or as otherwise authorized by SSBT (e.g. masked or obfuscated data).

III. Production environment must be a separate environment from any other non-production environment (development, UAT, etc.).

C. **Software Patching** - Service Provider shall regularly update and patch of all computer software on systems that handle or hold State Street Data, with patching for vulnerabilities rated 'critical' or 'high' applied within thirty (30) days of patch availability, unless other controls have been applied that mitigate the vulnerability.

D. **Virus Management** - Service Provider shall provide antivirus and spyware software protection to Service Provider's systems that handle or hold State Street Data (includes laptops and mobile devices), using the most recently distributed version of software including virus signatures updated at least every twenty-four (24) hours.

11. Incident Event and Communications Management

A. **Incident Management/Notification of Breach** - Service Provider shall develop and implement an approved incident response plan that specifies actions to be taken when the Service Provider, one of its subcontractors or SSBT suspects or detects that a party has gained unauthorized access to State Street Data or systems or applications containing any State Street Data (the "Response Plan"). Such Response Plan shall, include:

I. **Escalation Procedures** - An escalation procedure to senior managers and appropriate reporting to regulatory and law enforcement agencies. The Service Provider shall immediately report to SSBT's Chief Information Security Officer or his designee via telephone or email (and provide a confirmatory notice in writing as soon as practicable but in any event within twenty-four (24) hours) all incidents that may in any way affect the operation of SSBT or the confidentiality, availability or integrity of State Street Data (including backed up data), including but not limited to, any successful or attempted unauthorized access to systems or networks which contain or provide access to the

State Street Data; provided that the foregoing notice obligation is excused for such period of time as Service Provider is prohibited by law enforcement agencies to notify SSBT.

II. **Incident Reporting** - Service Provider will promptly furnish to the SSBT full details that the Service Provider has or may obtain regarding the general circumstances and extent of such unauthorized access, including without limitation, the categories of personal data and the number and/or identities of the data subjects affected, as well as any steps taken to secure the State Street Data and preserve information for any necessary investigation.

III. **Investigation & Prevention** - Service Provider shall use reasonable efforts to assist SSBT in investigating or preventing the reoccurrence of any such access and shall: (i) cooperate with the SSBT in its efforts to comply with statutory notice or other legal obligations applicable to SSBT or its clients arising out of unauthorized access or use and to seek injunctive or other equitable relief; (ii) cooperate with the SSBT in any litigation and investigation against third parties deemed reasonably necessary by SSBT to protect its proprietary rights; and (iii) promptly take all reasonable actions necessary to prevent a reoccurrence of and mitigate against loss from any such authorized access.

IV. **Personnel Training & Confidentiality** - Service Provider shall ensure that all Personnel fully understand the process and conditions under which they are required to invoke the appropriate incident response. Service Provider shall maintain absolute confidentiality regarding actual or suspected authorized possession, use or knowledge of State Street's Data or any other failure of Service Provider's security measures or non-compliance with its security policies or procedures. Service Provider agrees to immediately discontinue use of and access to State Street's Data, if requested, for any security reasons cited by SSBT.

11. "Special" Personal Data Processing - Service Provider shall provide enhanced controls for "special" categories of Personal Data when requested by SSBT, including but not limited to encryption at rest and during transmission.

12. Limited Access - From time to time, SSBT grants Service Provider Personnel access to SSBT facilities subject to the terms of the Agreement, in order to perform the Services. With respect to those engagements where Service Provider and its Personnel do not require and shall not access State Street Data to fulfill its Service obligations to SSBT except while on SSBT facilities, the terms and conditions of this Schedule apply except that the following provisions shall replace Sections 1 through 11 above:

A. Service Provider shall provide SSBT with information regarding such security measures designed to protect the privacy of State Street Data upon the reasonable request of SSBT; promptly provide SSBT with information regarding any failure of such security measures or any security breach related to State Street Data; and maintain absolute confidentiality regarding any such failure of such security measures or any security.

B. Notwithstanding anything to the contrary contain in this Schedule or the Agreement generally, if at any time Service Provider is required to copy (in print, electronic or other form), transport, transmit, transfer or otherwise move any State Street Data to carry out its obligations under this Agreement, it shall only do so if such printed or moved State Street Data remains on SSBT's premises, and within SSBT's network, as applicable, at all times. In no event shall any State Street Data be removed from SSBT's premises or its network. For purposes of this Agreement, any and all information residing with the SSBT network or accessed while on SSBT premises shall be considered to be State Street Data.

C. Service Provider, prior to making any State Street Data available shall institute an appropriate training and education program to ensure that its Personnel are appropriately trained regarding their responsibilities under the Security Policy and with respect to the confidentiality and non-disclosure duties including, without limitation, any special requirements relating to State Street Data.