

Amendment No. 2
to
Master Services Agreement

This Amendment (the “**Amendment No. 2**”) is entered into and effective as of August 1, 2022 (the “**Amendment No. 2 Effective Date**”) by and between **Coleman Research Group, Inc. (“Client”)** and **EPAM Systems, Inc. (“EPAM”)**. Capitalized terms shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein.

BACKGROUND

WHEREAS, the parties entered into a Master Services Agreement dated May 28, 2013 (the “**MSA**”), pursuant to which Client has acquired certain services from EPAM.

WHEREAS, the parties entered into an amendment to the MSA dated July 1, 2021 (“**Amendment No. 1**”, and collectively, the “**Agreement**”), pursuant to which certain terms of the MSA were revised.

WHEREAS, the parties desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **MODIFICATIONS TO THE AGREEMENT.**

- (i) Section 1 (Definitions) of the MSA is hereby amended by adding the following definition:

“**Affiliate**” means any legal entity which controls, is controlled by, or is under common control with EPAM or Client, respectively. An entity is deemed to “control” another if it owns directly or indirectly at least 50% of either of the following: the shares entitled to vote at a general election of directors of such other entity, or the voting interest in such or the voting interest in such does not have either shares or directors.

- (ii) Section 1 (Definitions) of the MSA is hereby amended by amending and restating the definition of “Statement of Work” as follows:

“**Statement of Work**” means one or more written descriptions of and authorizations for EPAM (or an EPAM Affiliate) to provide specified Services and Deliverables to the Client (or a Client Affiliate), each of which may contain Specifications, executed by the parties in a form and pursuant to the processes and requirements set forth in this Agreement, including, but not limited to, the exhibits, schedules and attachments thereto, as the same may be amended by an amendment thereto or by a Change Order executed by the parties hereto from time to time. For purposes of this Agreement, “**Change Order**” shall mean any writing that has been executed by the parties and which modifies, adds, deletes, alters or otherwise changes any of the terms or conditions contained in this Agreement or a Statement of Work.

- (iii) Section 2.1(a) (Services) of the MSA is hereby amended and restated in its entirety as follows:

“(a) **Services.** Subject to the terms and conditions set forth in this Agreement, EPAM shall perform services for Client which may include development and delivery of Deliverables to Client as described in a Statement of Work (collectively, the “**Services**”). Statements of Work may be entered into by the parties to this Agreement and may also be entered into by and between the Affiliates of either party under this Agreement. Where Affiliates of either party enter into Statements of Work, then except as otherwise set forth in such a Statement of Work, each such Statement of Work shall incorporate the terms of this Agreement and references to “Client” and “EPAM” in this Agreement shall (for the purposes of such Statement of Work) be interpreted in such Statement of Work as references to the contracting Client Affiliate and the contracting EPAM Affiliate in such Statement of Work, respectively. Each Client Affiliate and EPAM Affiliate entering into a Statement of Work under this Agreement (rather than the Client and EPAM parties executing this Agreement) shall be solely responsible for the performance of its respective obligations under the Statement of Work. Each Statement of Work shall be governed by this Agreement unless otherwise provided therein. No Statement of Work shall be legally binding unless and until it is executed by a duly authorized representative of each party. EPAM shall have no obligation to perform any Services until such time as the relevant Statement of Work has been executed by either party. EPAM shall, in accordance with the terms and conditions in any applicable Statement of Work or within five (5) days following a written request by Client, provide to Client a status report indicating EPAM’s status with respect to its performance of the Services provided hereunder and such status report shall include the following information: (i) a general description of the Services provided by EPAM since EPAM’s delivery of the then preceding status report, (ii) the number of billable hours incurred by Client since the most recent preceding status report, (iii) EPAM’s current work plan and schedule for completion of the applicable

Statement of Work, and (iv) such other information as Client reasonably requests. EPAM shall provide Client with full access to the then-current fully functioning and operating version of any Deliverable at appropriate project phases pursuant to the applicable Statement of Work. Purchase Orders issued by or on behalf of the Client or a Client Affiliate as applicable shall be subject to the terms and conditions of the applicable SOW and this Agreement. Any terms or conditions contained in any Purchase Order submitted by or on behalf of Client or Client Affiliate to EPAM or an EPAM Affiliate do not form part of this Agreement or any Statement of Work and are void.

(iv) Section 5 (Hardware and Software) of the MSA is hereby deleted and replaced with the following:

“5. Data Security.

5.1 Security Measures. EPAM shall establish and maintain an information security program that contains appropriate administrative, technical and physical safeguards that are designed to (a) ensure the security and confidentiality of Client's Confidential Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client's Confidential Information, (c) protect against unauthorized access to or use of the Client's Confidential Information, (d) ensure the proper disposal of Client's Confidential Information, and (e) provide industry standard security for EPAM premises and systems. Notwithstanding anything to the contrary herein, (i) the applicable Statement of Work shall expressly state whether EPAM will require access to Personal Information in performing the Services, (ii) Client will use all commercially reasonable efforts to anonymize or fictionalize any Personal Information prior to granting EPAM with any access, (iii) Client shall only provide EPAM with access to Personal Information on Client's systems in the Client's environment, and/or on Client imaged and provided hardware, and (iv) all Personal Information will be stored on Client's infrastructure. Any additional technical, administrative or organizational security measures requested by Client or which are required by law shall be mutually agreed between the parties in writing and at Client's cost. Upon Client's written request, but no more than once annually, EPAM will use reasonable efforts to complete an information security questionnaire provided by Client regarding EPAM's information security program.

5.2 Malicious Code. Except as may otherwise be set forth in a Statement of Work, EPAM warrants to Client that it shall implement processes and procedures consistent with applicable industry practices that are designed to ensure that the Deliverables, at the time of delivery to Client, are free of any known virus, malicious code or Trojan horses designed to disable or permit the Deliverables to be remotely disabled or render any function of the Deliverables unusable.”

2. MISCELLANEOUS. Except as expressly provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. To the extent any of the terms of this Amendment No. 2 are inconsistent with the terms of the Agreement, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the parties, intending to be legally bound and by signatures of their duly authorized representatives below, have executed this Amendment No. 2 as of the last date set out below.

Coleman Research Group, Inc.

DocuSigned by:
Signature: Isaak Karaev
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Name: Isaak Karaev
Title: Executive Chairman
Date: 8/12/2022

EPAM Systems, Inc.

Signature: Jason Peterson
Name: Jason Peterson
Title: CFO
Date: 08/12/2022