

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (including any exhibits, schedules and addendums, this “Agreement”) is dated as of July 15, 2023 and is by and between Deloitte Services LP, a limited partnership under the laws of the State of Delaware (“Deloitte Services” or “Purchaser”), and 3Cloud, LLC, a limited liability company (“Vendor”) registered under the laws of the State of Delaware. Deloitte Services and Vendor are each individually referred to herein as a “Party” and together as the “Parties.”

RECITALS

Vendor is an expert provider of the Services (as defined below) and desires to provide such Services to Deloitte Services and/or its affiliates whether located within or outside of the United States; and

In reliance on Vendor’s representations and warranties in this Agreement and on Vendor’s proposal(s) to Deloitte Services, Deloitte Services and/or its affiliates whether located within or outside of the United States, may purchase from time to time certain Services as set forth on a Request (as defined below) on the terms and conditions set forth herein.

NOW, THEREFORE in reliance on Vendor’s representations and warranties in this Agreement, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

a) Services. For purposes of this Agreement, “Services” shall mean the services listed in Exhibit A, *provided* that additional Services may be included in Exhibit A by written agreement of the Parties; and *provided further* that services, functions, or responsibilities not specifically described in this Agreement that are required for the proper performance and provision of the Services shall be included within the Services to the same extent and in the same manner as if specifically described in this Agreement. Vendor agrees that time is of the essence in delivering such Services.

b) Deloitte Services may, in its sole discretion, require changes to the scope or amount of Services provided so long as such changes are not materially different from the description of the Services in Exhibit A and do not increase the cost to Vendor of providing the Services. In the event Deloitte Services requires changes to the scope or amount of Services provided that are materially different from the description of the Services in Exhibit A and increase the cost to Vendor of providing the Services, the Parties agree to negotiate in good faith such changes to the Services.

c) Except as otherwise expressly provided in this Agreement, Vendor shall be responsible for providing, at no additional charge, all equipment, facilities, personnel, and other resources, not specifically required to be provided pursuant to the terms of the applicable Request, necessary to provide the Services.

1. Requests.

1.01 Request.

a) From time to time during the term of this Agreement Deloitte Services or its affiliate (each a Purchaser) shall request Services in accordance with Exhibit A for (each, a “Request”). Vendor shall promptly execute each Request unless Vendor is not able or qualified to provide the requested Services; in such case Vendor shall immediately notify the Purchaser submitting the Request. Upon Vendor’s execution thereof, such Request shall be binding upon Deloitte Services and Vendor, and shall be deemed to constitute a part of this Agreement as if fully set forth herein and all rights and obligations of Vendor and Deloitte

Services hereunder shall be deemed to apply to such Request as if fully set forth therein. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Request, the terms of this Agreement shall control. Notwithstanding anything to the contrary in this Section 1.01, no additional terms expressed in Vendor's acceptance of any Request shall be effective to modify or amend the terms of this Agreement or any Request or constitute any separate agreement between Deloitte Services and Vendor.

b) Requests will specify Services required. Vendor shall use its best efforts to meet all specifications set forth in the Requests.

1.02 No Minimums. This Agreement does not represent an exclusive arrangement between Deloitte Services and the Vendor with respect to the provision of Services. Deloitte Services shall have no obligation to order any minimum amount of Services during the term of this Agreement.

1.03 Notice of Delay. Whenever any event or circumstance impacts, or threatens to impact the timely performance of Vendor's obligations under this Agreement or any Request, Vendor shall immediately notify Deloitte Services in writing electronically by Email or Fax of all relevant information with respect to such event or circumstance. In such event or circumstance, Deloitte Services shall have the right, in their sole discretion, to (i) request the delivery of substitute Services available from Vendor, (ii) terminate the relevant Request, (iii) obtain substitute Services from another source or (iv) await late delivery of the Services. No such notification from Vendor or election by Deloitte Services shall release Vendor from any liability.

1.04 Acceptance. Vendor, at its sole expense, shall correct any Services that fail to conform to the requirements of this Agreement and the applicable Request promptly upon notice from Deloitte Services.

2. Pricing and Payment Terms.

2.01 Services. The prices, applicable volume discount prices and/or other applicable charges ("Charges") payable by any Purchaser for Services purchased hereunder are set forth in Exhibit B.

2.02 Charges Inclusive of Costs, Expenses, and Taxes; Responsibility for Taxes.

a) All Charges set forth in Exhibit B of this Agreement are inclusive of all fees, expenses, charges, costs, and taxes payable for Services (including any sales, use, exercise, value-added, services, consumption, and other taxes and duties). Payment of such fees, expenses, charges, costs, and taxes, including taxes levied on property Vendor owns or leases, for franchise and privilege taxes on its business, and for taxes based on Vendor's net income or gross receipts, shall be the sole responsibility of Vendor.

b) To the extent Exhibit A permits taxes to be charged to Purchaser, Vendor's invoices shall separately state the amounts of any taxes Vendor is collecting from the relevant Purchaser.

2.03 Invoicing. Vendor shall issue a detailed monthly invoice to each Purchaser for each Purchase Order. Properly submitted and approved invoices shall be due and payable no later than forty-five (45) days after receipt thereof by Purchaser. No terms expressed in any invoice from Vendor shall be effective to modify or amend the terms of this Agreement or any Purchase Order. Purchaser may set off debits and credits against any of Vendor's accounts regardless of the Purchase Orders or agreements from which such debits or credits arise. All payments made hereunder will be made by electronic method only, which includes, but is not limited to, Automated Clearing House (ACH) and Domestic Money Transfer (DMT).

2.04 Refunds and Credits. If Vendor should receive or be eligible for a refund, credit or other rebate for goods or services paid for by a Purchaser, Vendor shall promptly notify such Purchaser of such refund,

credit, or rebate and, at such Purchaser's election, shall promptly pay the full amount of such refund, credit or rebate, as the case may be to such Purchaser.

3. Warranties for Services.

3.01 Vendor Warranty. Vendor warrants that (a) Vendor shall perform all Services in a professional manner and in accordance with the highest standards of Vendor's industry, (b) Vendor has the expertise necessary to provide the Services, and (c) the Services will strictly conform to Purchaser's instructions and specifications set forth in the applicable Request or otherwise communicated to Vendor. Except as otherwise expressly provided in this Agreement, Vendor shall be responsible for providing, at no additional charge, all equipment, facilities, personnel, and other resources necessary to provide the Services.

DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES ABOVE OR EXPRESSLY PROVIDED IN A STATEMENT OF WORK, 3CLOUD DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

4. Management of Vendor Personnel; Supplier Diversity.

4.01 Account Manager. Vendor and Deloitte Services shall mutually select one of Vendor's personnel to serve as "Account Manager" for all Purchasers. The Account Manager shall serve as the single point of accountability for the Services delivered hereunder, and have day-to-day authority for ensuring customer satisfaction. The Account Manager shall not be replaced without the written consent of Deloitte Services, although in the event the original Account Manager's employment has terminated, voluntarily or involuntarily, Vendor has the right to appoint a replacement Account Manager to carry on necessary work until a mutually agreed upon Account Manager can be selected. Deloitte Services can request that the Account Manager be replaced at any time and Vendor shall remove the existing Account Manager and offer a replacement within three (3) business days for Deloitte Service's written approval.

4.02 Personnel. Vendor further represents, warrants, and covenants that each of its personnel that performs Services has and will have at all times while assigned to perform the Services (a) the requisite knowledge, skill, and professional ability to meet the applicable requirements of this Agreement and each Request, in a workmanlike manner and in accordance with the highest standards of Vendor's industry, (b) status as a full-time employee of Vendor, and (c) valid and legal work status under the regulations of the United States Immigration and Naturalization Service. Vendor represents, warrants, and covenants that each employee that performs Services is not, and will not be at any time while assigned to perform Services, restricted by contract or otherwise in any way from performing Services. Vendor shall comply with all applicable laws, rules, regulations and requirements regarding employment, including, without limitation, all laws, rules regulations regarding workplace safety, wages and hours and overtime. For the avoidance of doubt, when Services are performed by Vendor Agents, the foregoing shall apply to the Vendor Agent performing the Services, rather than to Vendor. Nothing in this section shall be interpreted to mean that all Services to be performed for Deloitte Services must be performed by personnel with an employment relationship with Vendor, when a Vendor Agent is used for said Services. Also, when Vendor or Vendor Agents use independent contractors as drivers to perform Services for Deloitte Services, this Agreement shall not be interpreted to mandate that those drivers shall be converted to employees, or that only employee drivers can perform Services for Deloitte Services.

4.03 *Minority and Women Owned Businesses.* Deloitte Services supports and encourages the growth and development of minority and women-owned businesses (“MWBE”). Therefore, Vendor is encouraged to increase the participation of MWBE in supplying and Services under this Agreement and all Requests. Vendor agrees to (a) use products and services of qualified and certified MWBE to the extent feasible when providing Services hereunder or under any Request, and (b) provide to Deloitte Services accurate and verifiable information as reasonably requested by Deloitte Services relating to Vendor’s use of such MWBE. At a minimum, Vendor will provide Deloitte Services written details of its expenditures with certified MWBE on a quarterly basis, specifically setting forth Vendor’s overall expenditures with MWBE and, separately, Vendor’s expenditures with MWBE on Requests.

4.04 *New York Disclosure Requirements.* Vendor shall promptly notify Purchaser upon Vendor learning or having reason to know that (i) it or any proprietor, partner, director, officer or manager of Vendor is a New York State Employee (as defined below), or (ii) a New York State Employee owns or controls at least ten percent (or one percent if the stock of Vendor is publicly traded) of the stock or other equity interest in Vendor. Vendor represents that, as of the date hereof, it does not have a notification obligation under the immediately preceding sentence. As used herein, a “New York State Employee” means any statewide elected official, state officer, state employee, member of the legislature or legislative employee, in each case, of the State of New York.

5. Use of Subcontractors.

Vendor may only subcontract or otherwise delegate its obligations under this Agreement or any Request to the extent specifically set forth in Exhibit A, provided, however, that Vendor may not subcontract to entities located outside of the United States without prior written approval. Vendor shall remain responsible for all obligations and the Services performed by subcontractors, and acts and omissions of its subcontractors to the same extent as if such obligations and Services were performed by, or such acts or omissions were those of, Vendor. Vendor shall be solely responsible for any and all costs and other liabilities owing to the use of any subcontractors. Use of any subcontractor shall not result in any increased cost or liability to Deloitte Services or to any of its affiliates, shall not relieve Vendor of any of its obligations hereunder or under any Request, and shall not result in any extension to delivery dates or other time schedules. Vendor shall be Deloitte Services’ sole point of contact regarding the Services, including with respect to payment. Vendor shall have its subcontractors agree in writing to abide by the terms of this Agreement, including the Confidentiality and Intellectual Property provisions herein and the Privacy Addendum attached hereto.

6. Accountability.

Vendor shall maintain complete and accurate records of and supporting documentation regarding provision of the Services, including the amounts billable to and payments made by each Purchaser hereunder in accordance with generally accepted accounting principles applied on a consistent basis, and shall retain such records for seven (7) years after final payment hereunder. Vendor agrees to provide Deloitte Services and each Purchaser with documentation and other information with respect to the Services as may be reasonably requested to verify accuracy and compliance with the provisions of this Agreement and each Request. Deloitte Services and each Purchaser and its authorized agents and representatives shall have access to such records for purposes of audit during normal business hours during the Term of this Agreement and during the period for which Vendor is required to maintain such records.

7. Confidentiality.

7.01 Confidential Information. Any information delivered or disclosed by Deloitte Services, or others acting on its behalf, to Vendor incidental to or in connection with performance of its obligations under this Agreement or any Request, whether such delivery or disclosure occurred before or after execution of this Agreement or any Statement of Work or Request (collectively, the “Confidential Information”), shall be and remain the property of Deloitte Services. Such Confidential Information includes work product, designs, materials and any other information concerning Deloitte Services’ and its affiliates’ and related entities’ business, plans, operations, products, methods, procedures, customers, services, equipment, systems, facilities and proprietary information, regardless of the form or method of communication.

7.02 Limitations. Vendor shall limit access to the Confidential Information solely to those of its personnel, or permitted subcontractors who have a direct and immediate need to know such information in connection with the performance of obligations under this Agreement and under any Request and provided that each such person has agreed to abide by this Section 8. Vendor shall be responsible for any breach of this Section 8 by any such personnel or by subcontractors. Confidential Information shall be used by Vendor only to the extent necessary in connection with the performance of its obligations under this Agreement and under any Request. Vendor shall not disclose the Confidential Information to any third party and shall accord to all Confidential Information such protection as is necessary to prevent any other use, duplication, or disclosure, which protection shall be no less than a reasonable degree of care. Upon completion of performance or termination of any Request, Vendor shall deliver to Deloitte Services or its authorized representative all items embodying Confidential Information then in Vendor’s or its subcontractors’ possession or control and shall certify that all such items have been either returned or destroyed.

7.03 Exception. The restrictions set forth above shall apply, notwithstanding the completion or the termination of any Request, until such time as Vendor can establish that such information is known to the general public; provided such knowledge is not due to the acts or omissions of Vendor or its personnel.

7.04 Privacy Addendum. In addition, Vendor agrees to be bound by and comply with the terms and conditions of the Privacy Addendum attached hereto as Addendum A and incorporated herein by this reference. Vendor acknowledges and agrees that nothing contained in this Agreement, or any Request, shall alter Vendor’s obligations under Addendum A.

8. Intellectual Property.

8.01 Work Product. All work product created by Vendor for Deloitte Services under this Agreement, as detailed in a statement of work (whether or not complete and including all notes related thereto), shall be considered works shall be owned by Deloitte Services (“Work Product”). This Agreement shall not confer upon Vendor any rights whatsoever in the intellectual property of Deloitte Services or any of its affiliates. The Vendor shall (whether during or after the period of the Services) execute such written instruments and do other such acts as may be necessary in the opinion of Purchaser to obtain a patent, register a copyright, or otherwise enforce Deloitte Purchaser’s rights in such Work Product (and the Vendor hereby appoints Deloitte Purchaser and any of its partners or principals as the Vendor’s attorney in fact to undertake such acts in the Vendor’s name).

8.02 Background and Pre-existing Intellectual Property. Background and pre-existing intellectual property shall not be deemed Work Product. Vendor will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired, developed or otherwise utilized while providing the Services. To the extent, if any, that the Vendor includes any such background or preexisting intellectual property of Vendor in any Work Product, the Vendor hereby grants to Purchaser

an irrevocable, fully-paid, transferable, sublicensable, worldwide right and license to reproduce, distribute, modify, perform and display (publicly or otherwise), and otherwise exploit such preexisting material.

8.03 *Third-Party Intellectual Property.* To the extent, if any, that the Vendor includes any third party's material in any Work Product, the Vendor shall (i) obtain Purchaser's prior approval to incorporate such third party material in the Work Product, and (ii) obtain for Purchaser an irrevocable, fully-paid, transferable, sublicensable, worldwide right and license to reproduce, distribute, modify, perform and display (publicly or otherwise), and otherwise exploit such third party material in connection with the Work Product.. Vendor will pass through to Purchaser all of the warranties Vendor receives from such third party to the extent permissible under the license. Purchaser will be responsible for complying with the terms of any licenses related to any such third party software or intellectual property rights.

9. Insurance.

9.01 *General Policy Requirements.* Vendor will purchase prior to commencing performance of its obligations hereunder, and maintain at its own cost and expense, the following insurance coverages in full force and effect during the Term and for a period of one year thereafter, with insurance companies acceptable to Deloitte Services and having an A. M. Best's rating (or its equivalent) of "A- VIII" or better. Vendor shall promptly furnish certificates of insurance to Deloitte Services evidencing the following required coverages:

- A. Vendor shall purchase prior to commencing services and shall maintain at its own cost and expense, in full force and effect during the term of this Agreement the following insurance coverages with insurance companies acceptable to Purchaser and having an A.M. Best's rating, or its equivalent, of A VIII or better. Vendor shall promptly furnish a certificate or certificates of insurance to Purchaser which evidences such coverages.
 - a. Worker's Compensation with statutory limits, or the local equivalent, if applicable, as dictated by law, statute or custom;
 - b. Employers Liability, with a minimum \$1,000,000 limit of liability per occurrence, or the local equivalent, if applicable, as dictated by law, statute or custom;
 - c. Commercial General Liability, including Bodily Injury, Property Damage, Personal Injury, Advertising Liability, Products-Completed Operations and Contractual Liability coverage with the following limits of liability:
 - i. \$1,000,000 per occurrence; and
 - ii. \$2,000,000 General Aggregate;
 - d. Automobile Liability, with a minimum combined single limit of liability of \$1,000,000/accident covering all owned, non-owned and hired vehicles;
 - e. Umbrella/Excess Liability insurance with a minimum \$10,000,000 limit of liability; and
 - f. Network Security and Privacy Injury Liability coverage in the amount of \$5,000,000 per claim or wrongful act. Coverage shall include, but is not limited to, Privacy Regulation Proceeding, including Privacy Regulatory Fines; Network Extortion Expenses; and on-line and off-line breaches.

- g. If Vendor maintains professional certification requiring and/or allowing the purchase of such coverage, Errors & Omissions or Professional Liability insurance with a minimum limit of \$1,000,000.

- B. All insurance policies shall be for primary coverage and the deductible on all insurance policies shall not exceed \$5,000 per occurrence. All policies will provide Purchaser with thirty (30) days prior written notice in the event of termination, cancellation, non-renewal or material change in any of the above required coverages.

9.02 *Additional Policy Requirements.*

A. The Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies shall all include Deloitte LLP and its subsidiaries and each of their respective partners, principals, directors, employees, agents, invitees, guests, representatives, successors, and assigns ("Purchaser Entities") as additional insureds in connection with the activities contemplated by the scope of this Agreement. The Worker's Compensation/Employer's Liability, Automobile Liability and Commercial General Liability policies will contain a waiver of subrogation by the insurance company or companies for the benefit of each Purchaser Entity.

B. All insurance policies will be primary without right of contribution from any to Purchaser Entity's insurance carriers. All certificates of insurance will state that the insurers will provide each Purchaser Entity with thirty (30) days prior written notice in the event of termination, cancellation, or non-renewal of the above required coverages.

9.03 *Subcontractor Insurance Requirements.* Vendor will not allow any Subcontractors to perform work under this Agreement unless they meet the above insurance requirements. All Subcontractors will also include each Purchaser Entity as additional insureds as specified above. Subcontractors will promptly furnish a certificate or certificates of insurance to Deloitte Services and the applicable Purchaser.

9.04 *Liability of Vendor.*

Vendor's compliance with this Section 9 shall not relieve Vendor of any liability to any Purchasing Entity arising under any other Section hereof. Vendor shall be liable for any and all deductibles it may incur in connection with any of the policies listed in this Section 9.

10. Indemnification

10.01 *General Indemnification.* Vendor agrees to indemnify and hold harmless (and defend at Deloitte Services' option), each Purchaser Entity, their affiliates and related entities, and each of their respective personnel (collectively, "Indemnitees"), from any and all liabilities, expenses (including reasonable defense costs and reasonable legal fees), claims, damages, and losses (collectively, "Losses") arising from or in connection with the Services, any Work Product, any Request or this Agreement, including arising from or in connection with any of the following:

- a) the gross negligence, intentional misconduct, or violation of any law, ordinance, or regulation by Vendor, its employees, or its subcontractors, or independent contractors in the performance of their obligations hereunder or under any Addendum or Request;
- b) any claims of infringement of any patent, trade secret, copyright or other proprietary rights, alleged to have occurred because of performance of the Services;

- c) any claims arising out of or related to occurrences Vendor is required to insure against pursuant to Section 10;
- d) Vendor's use of any Vendor Agents and independent contractors, whether or not approved by any Purchaser Entity, in any aspect of providing Services to any Purchaser or performing their obligations hereunder or under any Addendum or Request;
- e) any third party claims relating to Vendor's or any of its subcontractors' or independent contractors that are subject to this indemnification provision or under any Request; or
- f) bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or willful misconduct of Vendor, Vendor Agents, their respective personnel, or subcontractors or independent contractors, in the performance of this Agreement or any Request.

Each Indemnitee shall provide Vendor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Vendor in connection with any such claim; provided, however, that failure to provide notice shall not relieve Vendor of its obligations under this Section except to the extent that Vendor has been actually and materially prejudiced by such failure. Vendor shall be entitled to control the handling of any such claim and to defend or, with Indemnitees' consent (which shall not be unreasonably withheld), settle any such claim, in its sole discretion, with counsel of its own choosing that is reasonably satisfactory to the Indemnitees; provided, that Vendor may not admit any guilt or liability on behalf of any Indemnitee and that any Indemnitee may participate in any proceeding regarding such claim and retain separate co-counsel at its sole cost and expense.

10.02 Infringement. If any item that constitutes, is a part of, or is used by Vendor to provide the Services becomes, or is likely to become, the subject of an infringement or misappropriation claim or proceeding, Vendor shall, in addition to indemnifying the relevant Indemnitees as provided in this Section and to the other rights the relevant Purchaser may have under this Agreement or any Request or at law, in equity or otherwise, promptly take the following actions at no additional charge to such Purchaser and in the listed order of priority: (a) secure the right to continue using the item; (b) replace or modify the item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Services; or (c) remove the item from the Services and refund to the relevant Purchaser all fees and charges associated with such Services. Any action taken by Vendor under this Section 10.02 shall not relieve Vendor of its indemnification obligations under Section 10.01.

11. Term and Termination.

11.01 Term. The term of this Agreement will commence on the date set forth in the first paragraph (the "Effective Date") and, unless sooner terminated in accordance with the provisions hereof, shall terminate on July 14, 2026 (the "Term"). This Agreement may be renewed by written agreement of both Parties. This Agreement shall continue to apply to all unfulfilled Requests that are in existence at the effective date of such termination and that have not otherwise been terminated in accordance with the provisions hereof or thereof.

11.02 Termination for Cause.

In the event that Vendor:

- (a) materially breaches the terms of this Agreement or any Request (which can be from a single material breach or from multiple breaches which collectively constitute a material breach), which breach is not curable or, if curable, is not cured within fifteen (15) days of receiving notice of breach;
- (b) does not comply with any applicable laws, regulations, ordinances or codes (including identifying and procuring required permits, certificates, approvals, and inspections);
- (c) does not timely pay subcontractors it uses to provide Products and Services or misrepresents that it has so paid when it has not;
- (d) does not keep Purchaser informed of delays, circumstances or events as per the terms of this Agreement or any Request;
- (e) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or
- (f) fails to meet time requirements or schedule obligations;

then Deloitte Services may terminate (in whole or in part) this Agreement, or Purchaser may terminate (in whole or in part) its Request, by giving written notice to Vendor, as of a date specified in the notice(s) of termination.

Deloitte Services may also terminate the Agreement and/or any Requests, if Deloitte Services determines that performance of any part of this Agreement or such Request would be in conflict with law, or independence or professional rules.

11.03 Termination for Convenience. Deloitte Services may terminate this Agreement and/or any Purchaser may terminate any Request, for convenience and without cause at any time by giving Vendor at least thirty (30) days' prior written notice. In the event of such termination, either Deloitte Services or the terminating Purchaser will pay Vendor all accrued undisputed charges through the termination date and Deloitte Services or the terminating Purchaser, as applicable, shall have no further obligation to Vendor under this Agreement or any Request.

11.04 Actions Upon and Consequences of Termination.

- (a) Upon the termination or expiration of this Agreement or a Request, Vendor shall promptly deliver to Purchaser all items, documents and contracts relating to the terminated Agreement or Request (whether or not complete and including all notes related thereto), and shall return to Deloitte Services and Purchasers, as applicable all Confidential Information and property of Deloitte Services and Purchaser.
- (b) At Purchaser's request, upon termination for cause, Vendor shall provide to Purchaser, or another vendor selected by Purchaser, up to three months of termination assistance at the same rate set forth in the terminated Request in order to facilitate the orderly cessation and transfer of the Services, under a Request that was terminated early.
- (c) In the event of any termination, Vendor acknowledges and agrees that it will waive any additional claims (including all claims for payment for Services not performed satisfactorily prior to such termination), Charges and other costs, damages and expenses, including anticipated profits, lost profits, opportunity costs, damages to reputation or goodwill, and any consequential, special, indirect or incidental, punitive, or exemplary loss, damage or expense. No payment shall be made upon termination for cause or termination

for convenience for Vendor's anticipated profits on the value of Services not performed or delivered by Vendor or its subcontractors.

12 General Provisions.

12.01 Binding Nature; Assignment.

a) This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, nor shall have the power to, assign this Agreement or any Request without the prior written consent of the other. Notwithstanding the preceding sentence, any Purchaser may assign its rights and obligations under this Agreement, or any Request, in whole or in part, without the written consent of Vendor, to any subsidiary, affiliate or related entity.

b) If Deloitte LLP or any of its affiliates sells or otherwise disposes of any subsidiary, division, or other service line ("Business Unit"), the disposed Business Unit shall have the right to issue Requests for Services as a Purchaser hereunder and have Vendor fulfill them under the terms and conditions in this Agreement for a period up to twenty-four (24) months following such sale or disposition; *provided* that the disposed Business Unit or its buyer agrees to be bound by the provisions of this Agreement in so far as it applies to such entity. Additionally, in the event of any such sale or disposition, at the request of Deloitte Services, Vendor agrees to enter into a master purchase agreement with such Business Unit or its buyer on terms and conditions substantially the same as those of this Agreement but in any event no less favorable to such Business Unit or buyer than the terms and conditions of this Agreement are to Deloitte Services. Notwithstanding the execution of such agreement with such Business Unit, this Agreement will continue in full force and effect in accordance with its terms.

12.02 Relationship of Parties. Each Party hereto is an independent contractor and neither Party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, joint venturer, fiduciary or representative.

12.03 Compliance with Laws and Regulations. Vendor shall perform its obligations hereunder and under any Addendum or Request in a manner that complies with all applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections. If Vendor receives any notice, summons, or complaint regarding Vendor's non-compliance with any such laws, regulations, ordinances, or codes, Vendor shall promptly notify Deloitte Services of such matter and the nature of the non-compliance and the actions Vendor is taking and/or plans to take to remedy such noncompliance, both orally and in writing.

12.04 Notices

a) All notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) one (1) day after being given to an overnight courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile, or (iv) five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Deloitte Services LP

With a copy to:
Deloitte LLP
Office of General Counsel
1221 Avenue of the Americas

New York, New York 10020

If to Vendor:

3Cloud, LLC

Attention: Mike Rocco, mrocco@3cloudsolutions.com with copy to
notices@3cloudsolutions.com

Facsimile: n/a

Address: 3025 Highland Parkway, Ste. 525, Downers Grove, IL 60515

b) A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

12.05 Severability. If any provision of this Agreement or a Request is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties as set forth herein or therein.

12.06 Entire Agreement. This Agreement, including attachments and any Request(s), constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other oral and written representations, understandings, or agreements with respect to such subject matter.

12.07 Amendments. This Agreement and the Requests may be amended only by a written agreement signed by the Parties. Any references herein to the term “including” shall be deemed to be followed by “without limitation”.

12.08 Waiver of Default; Cumulative Remedies.

a) Any delay or failure to exercise any right or power under this Agreement or any Request shall not be construed to be a waiver thereof. A waiver must be in writing to be effective and shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

b) All remedies provided for in this Agreement (including its attachments) or any Request shall be cumulative and in addition to, and not in lieu of, any other remedies available at law, in equity or otherwise.

12.09 Survival. All provisions which are intended by their nature to survive the termination or expiration of this Agreement or a Request, shall survive such termination or expiration.

12.10 Public Disclosures. Vendor shall not in any way make, disclose or publicize this Agreement or any Request, including, the fact that Services being provided to Purchaser, nor shall Vendor list, name, or refer to Deloitte Services, any Purchaser or their affiliates as a customer and/or describe the Services provided by Vendor to Purchaser in client lists, proposals or other marketing or promotional materials without the prior written consent of Deloitte Services.

12.11 Purchaser Marks. Vendor shall not, without Deloitte Services’ prior written consent, which may be granted or withheld in its absolute discretion, use the name, service marks, trademarks, or logos of any Purchaser Entity.

12.12 Third Party Beneficiaries. This Agreement shall not be deemed to create any rights in any third party, including suppliers and customers of a Party, or to create any obligations of a Party to any such third party, except with respect to a Purchaser and as otherwise expressly set forth herein.

12.13 Third Party Services. Each Purchaser will have the right to engage third parties to provide products and services, including those similar or identical to the Services, to such Purchaser without restriction. At such Purchaser's request, Vendor will cooperate and provide reasonable assistance to such third parties.

12.14 Documentation Costs. Each Party shall bear its own costs in connection with the negotiation, preparation, execution and delivery of this Agreement and any Request.

12.15 Governing Law; Jurisdiction. This Agreement, including attachments, and all Requests, and all matters relating hereto and thereto, shall be governed by, and construed in accordance with federal transportation law, where applicable, and in all other respects by the laws of the State of New York (without giving effect to the choice of law principles thereof).

12.16 Dispute Resolution. Any controversy or claim between the Parties arising out of or relating to this Agreement or any Request (a "Dispute") shall be resolved by mediation or binding arbitration as set forth below.

a) **Mediation:** All Disputes shall first be submitted to nonbinding confidential mediation by written notice to the Parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the Parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a Party, shall designate a mediator.

b) **Arbitration Procedures:** If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the Parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in New York City, New York. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Section (the "Rules").

The arbitration shall be conducted before a panel of three arbitrators. Each of the Parties shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules and the two Party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to abide by the terms of this Section. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the governing law set forth in Section 12.15 in connection with the Dispute. The arbitrators shall have no power to award damages inconsistent with the Agreement or the applicable Request, including the limitation on liability and indemnification provisions contained herein. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding Party has had an adequate opportunity to respond to any such application for such disposition. Discovery shall be conducted in accordance with the Rules.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a Party shall give written notice to the other Party and afford such Party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

(c) **Costs:** Each Party shall bear its own costs in both the mediation and the arbitration; however, the Parties shall share the fees and expenses of both the mediators and the arbitrators equally.

12.17 EXCLUSION OF CERTAIN DAMAGES. Except for gross negligence, fraud or willful misconduct, in no event shall Deloitte Services, Purchaser, their affiliates and related entities nor any of their respective personnel be liable for any loss of use, data, goodwill, revenues, opportunity costs or profits (whether or not deemed to constitute a direct claim, liability or expense and whether or not alleged as a result of termination or otherwise), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement or any Request. The provisions of this Section 12.17, and any section containing an indemnity obligation shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise. Vendor's sole remedy against Deloitte Services and each Purchaser for breach of this Agreement or any Request is for payment of any contract balance due and owing in accordance with Sections 3, 4 and 12.

12.18 Damages Cap. The aggregate liability of the Parties to this Agreement, for all claims and damages related to this Agreement, whether based on an action in contract, equity, negligence, tort, indemnification or other theory, will not exceed the greater of (i) one million dollars (\$5,000,000), (ii) five times the total fees incurred by Deloitte within the previous twelve (12) months or (iii) the proceeds of all applicable insurance coverages in section 9, above.

12.19 Liability of Individuals and Purchasers. The liability of each Purchaser shall be several and not joint. Neither Deloitte Services nor any affiliate of Deloitte Services shall have any liability to Vendor or any third party under a Request it did not execute; only the Purchaser executing the Request shall have any liability thereunder. Recourse for any payment or other obligations of any Purchaser under or in connection with this Agreement, any Request, or any documents or instruments related hereto or thereto will be had only against the assets of such Purchaser, and no individual partner or principal of such Purchaser will have any personal liability for the payment or other obligations of such Purchaser under or in connection with this Agreement, any Request or any documents or instruments related hereto or thereto.

12.20 Compliance with Anticorruption Laws. Vendor represents and warrants that, in connection with this Agreement, Vendor and any person or entity acting on its behalf has complied and will continue to comply with the U. S. Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended ("FCPA"), and all other applicable anticorruption laws, rules and regulations. As a general description, the FCPA prohibits corrupt payments, including offering or promising money, gifts or anything of value, to foreign officials for the purpose of obtaining or keeping business. In addition, Vendor represents and warrants that, in connection with this Agreement, Vendor and any person or entity acting on its behalf has complied and will continue to comply with all anti-human trafficking laws, including, without limitation, the Trafficking Victims Protection Act of 2000 (Public Law 106-386) as amended ("TVPA"), and all other applicable anti-human trafficking laws, rules and regulations. Vendor shall notify Purchaser as soon as reasonably practicable of any change in circumstances that renders these representations or warranties inaccurate.

In addition to and without prejudicing any other rights or remedies available to Purchaser, Purchaser may (i) terminate this Agreement immediately upon written notice to Vendor and (ii) withhold any amounts payable to Vendor hereunder in the event of (x) Vendor's breach of this paragraph or (y) any governmental inquiry or investigation relating to a potential violation of any anticorruption law, rules or regulations by or on behalf of Vendor.

12.21 COMPLIANCE WITH JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT. Without limitation of the provisions set forth in Section 12.03 above, Vendor shall not provide to Purchaser, or require or cause Purchaser to use, any equipment, systems or services that are or incorporate equipment, services or technology produced or provided by the entities referenced in Section 889(f) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (currently, Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital

Technology Company, or Dahua Technology Company) or any of their respective affiliates or subsidiaries. Vendor shall immediately notify Purchaser in writing if Vendor becomes aware that it is not in compliance with the foregoing.

12.22 EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, Vendor agrees to comply with all federal, state, and local laws concerning discrimination in employment, including the requirements of 41 §§ CFR 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These laws and regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. To the extent applicable, the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Agreement

12.23 Headings. Section headings hereof reference and convenience only and shall not affect the interpretation hereof.

12.24 Diligence Process.

(a) During the Term of this Agreement, Vendor will be subject to the Deloitte US Entities' internal third-party due diligence and compliance processes and requests for information in connection therewith (collectively, the "Diligence Process"). As part of the Diligence Process, Vendor, and its subcontractors providing Services hereunder, may be required, on a periodic basis, to complete surveys and respond to other requests for information. Please see Annexure A to this Agreement for more information about the types of information that could be requested as part of the Diligence Process. Information gathered as part of the Diligence Process may be used by Purchaser to, among other things, perform screenings on Vendor's organization. Depending upon the nature of the Software or Services being provided by Vendor, certain personnel of Vendor may be also required to participate in online training and/or respond to various online questionnaires at no cost to Vendor. Purchaser may notify Vendor of updates to the Diligence Process from time to time by providing written notice to Vendor.

(b) Vendor, and its subcontractors providing any portion of the Software or Services hereunder, shall comply in all material respects with the Diligence Process. Vendor shall coordinate with its subcontractors to facilitate the provision of information from its subcontractors to Purchaser as required during the Diligence Process. Vendor shall ensure compliance by its subcontractors with the Diligence Process.

(c) Vendor shall take all reasonable steps to respond to requests received from Purchaser in connection with the Diligence Process and shall respond to such requests in a timely manner. If (i) Vendor or its subcontractors fail to comply with, or are unable to comply with, the Diligence Process, or (ii) any adverse information relating to Vendor or its subcontractors is identified by Purchaser during the Diligence Process, Purchaser may, at its option and without liability, (a) delay payments due to Vendor and/or pursue other remedies available hereunder, including, without limitation, termination of this Agreement, and/or (b) terminate this Agreement or any SOW upon written notice to Vendor. In the event of termination by Purchaser pursuant to this Section, Vendor shall promptly provide to Purchaser a prorated refund of fees paid for Software and Services not provided by Vendor as of the effective date of termination.

(d) Vendor represents and warrants that all information provided by or on behalf of Vendor or its subcontractors to Purchaser as part of the Diligence Process is accurate and complete.

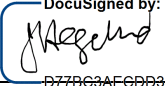
12.25 Covid Vaccine Requirement

Notwithstanding anything to the contrary in the Agreement:

- (a) Vendor will only assign individuals to provide services at a Deloitte facility if such individuals are “fully vaccinated” as defined by the Centers for Disease Control (“**CDC**”) currently (i.e., two weeks after second dose in a two-dose series or two weeks after a single-dose vaccine) or in the future. This requirement applies to Vendor’s owners, members, officers, directors, employees, contract employees and subcontractors (collectively, “**personnel**”);
- (b) Prior to assigning personnel to provide services onsite at a facility, Vendor will confirm the vaccination status of such personnel;
- (c) Vendor shall comply with any and all applicable federal, state, and local laws and requirements in administering the obligations set forth in sections (a) and (b), including any requirements to provide reasonable medical or religious accommodations to personnel; and
- (d) For contact tracing and other purposes, Vendor will notify Purchaser immediately upon learning that any of Vendor’s personnel who have been in contact with Deloitte personnel or present at a Deloitte facility over the prior seven (7) days has contracted COVID-19. Vendor shall not permit such personnel to return to the Deloitte facility until the contagion period, as defined by the CDC, has expired, and shall make all personnel assigned to a Deloitte facility aware of such requirement and require their compliance.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth above.

DELOITTE SERVICES LP

DocuSigned by:

 By: B77BC3AECDD3410...
 Name: Judy Hegelund
 Title: Vice President

Date: 2023-Jul-17

3CLOUD LLC

DocuSigned by:

 By: 764BEB39DBB3450...
 Name: Jim Dietrich
 Title: President and Chief Revenue Officer

Date: 2023-Jul-17

EXHIBIT A

Statement of Work

This STATEMENT OF WORK (this “**SOW**”) is subject to the terms and conditions of the Master Services Agreement (the “**Agreement**”) between Deloitte Services LP (“**DSL**”), and 3Cloud LLC (“**Vendor**”). Capitalized terms used and not defined herein have the same meaning as in the Agreement.

The effective date of this SOW is _____, 202_ (the “**SOW Effective Date**”).

- 1.0 Background
- 2.0 Services to be Performed
- 3.0 Approach
 - 3.1 Roles and Responsibilities
 - 3.2 Escalation Contact Details
- 4.0 Application Scope
- 5.0 Deliverables
- 6.0 Assumptions and Dependencies
 - 6.1 Business and Process
 - 6.2 Technical
 - 6.3 Testing and Acceptance
 - 6.4 Communication
 - 6.5 Resources
- 7.0 Schedule
- 8.0 Cost Estimate
- 9.0 Maintenance
- 10.0 Acceptance Criteria
- 11.0 Travel

Invoices should be sent to:	The following information must be included on any invoice that Vendor submits under this Order.
Deloitte Services LP Attn: IT National Invoices 4022 Sells Dr., Hermitage, TN 37076 USA Email: itnationalinvoices@deloitte.com Copy to: Caroline Mueller Email: camueller@deloitte.com	Applicable Cost Center: Business Unit Approver: Procurement Contact: Vendor Representative: Email:

Deloitte Services LP hereby represents and warrants that it has read and understood the terms of the Agreement and agrees to be bound as “Purchaser” hereunder and thereunder.

Each of Vendor and Purchaser has caused this SOW to be signed by its duly authorized representative and become effective as of the SOW Effective Date

DELOITTE SERVICES LP

3CLOUD LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

COSTS OF SERVICES/ RATE CARD

ADDENDUM A PRIVACY ADDENDUM

This Privacy Addendum (this “Addendum”) supplements and forms a part of the Master Services Agreement made as of _____, 20__, between Deloitte Services LP (“Deloitte Services”) and [Name of Vendor] (“Vendor”) (such agreement, together with all attachments and exhibits thereto, including this Addendum, and any schedule thereto this “Agreement”).

1. Definition of PII and Processing

“PII” means information relating to an identified or identifiable natural person that Deloitte Services or one of its affiliates or any of their respective personnel or agents provides to Vendor or that Vendor otherwise acquires from or on behalf of Deloitte Services, its affiliates or any of their respective personnel or agents in connection with the provision of services under this Agreement, whether in written, oral, electronic, or other form, and any copies thereof. An identifiable person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, online identifier or one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity. “Processing” means any operation or set of operations performed on PII, such as accessing, obtaining, storing, transmitting, using, maintaining, disclosing or disposing of PII.

2. Using and Copying PII

Vendor shall Process PII only on the documented instructions of Deloitte Services, including Processing PII only for the specific purpose for which it was provided to Vendor and shall only reproduce PII to the extent necessary for these purposes.

3. Protection of PII

Vendor will implement and maintain reasonable and appropriate administrative, technical, and physical safeguards to (i) ensure the security and confidentiality of PII; (ii) protect against anticipated threats or hazards to the security or integrity of PII; and (iii) protect PII from loss, misuse, and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the Processing and the nature of the PII. These safeguards shall include, without limitation, a written information security plan; information access controls that require appropriate authorization, generate audit trails of approvals and require periodic reviews by asset owners; systems protections (e.g., intrusion protection); physical security measures; and a security awareness program, including employee training. To the extent that any PII relates to a resident of Massachusetts and constitutes “Personal Information” as defined in 201 CMR 17.02 (as may be amended), Vendor shall also comply with the obligations of 201 CMR 17.00 et. seq. (as may be amended), entitled “Standards for the Protection of Personal Information of Residents of the Commonwealth”, with respect to such PII. Without limiting the foregoing, Vendor shall comply with the confidentiality, privacy, and data security requirements of any law or regulation that is applicable to it in connection with the performance of services under this Agreement. Without limiting the foregoing, Vendor shall implement the following safeguards:

General Safeguards

- Vendor shall not store any PII on a mobile device (e.g., laptop computer, Smartphone, jump drives, CD, DVD, etc.) unless the data is encrypted
- All PII must be encrypted while being transmitted between networks (including e-mail), whether public or private
- All PII maintained on backup tapes or other backup media must be encrypted
- Software firewalls must be installed on all laptops and other devices containing PII if connected to public networks or unsecure private networks
- Background checks must be performed on all personnel with access to PII

- Prior to loading any PII onto any application that is Internet facing, application vulnerability testing must be performed and any findings must be appropriately remediated
- Security tools required by this Addendum, such as encryption tools, must be monitored to determine whether they are installed, updated and active
- Access rights to PII maintained on any system must be promptly terminated when personnel no longer need access to such PII
- Security-related patches must be applied as follows:
 - Extreme within 10 days
 - High within 30 days
 - Moderate within 60 days
 - Low within 90 days, or dismiss as not a risk

Additional Safeguards That Apply to Laptops Containing PII

- Anti-virus and anti-spyware software must be installed and must be updated in a timely manner (but not less than weekly)
- All data stored on a laptop must be securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease
- Laptops must be physically secured when unattended
- The Vendor must use a standard configuration on all laptops that requires the screensaver to activate after not more than 10 minutes of inactivity and requires entry of the users password to access the data on the laptop
- Laptops must use log-in passwords that are complex, at least 8 characters in length, must be changed at least every 90 days and cannot be reused for at least 10 iterations
- Laptops must lock out after not more than 5 invalid log-in attempts
- Users must not share passwords required to log in to laptops with unauthorized users of the laptops

Additional Safeguards That Apply to Smartphone's Containing PII

- Smartphones must require the use of a password/PIN to gain access to the data stored on it
- Smartphones must erase all data stored on them after not more than 8 invalid log-in attempts
- Smartphones must lock after a period of inactivity of not more than 3 minutes, requiring that the log-in password/PIN be entered to access the data on the Smartphone
- All PII stored on a Smartphone must be securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease
- Users must not share passwords/PINs required to access the data on a Smartphone with unauthorized users of the Smartphone.

Additional Safeguards That Apply to Other Portable Media (e.g., CDs, DVDs, and USB drives (also known as jump drives)) Containing PII

- Portable Media must require the use of a complex password/PIN to gain access to the data stored on it
- All PII stored on portable media must be securely erased prior to disposal, reuse, or resale of the portable media
- Users must not share passwords required to access the data on portable media with unauthorized users of the portable media

4. Disclosure of PII

Vendor shall limit access to the PII solely to its permitted subcontractors and those personnel of Vendor who have a need of such access in connection with the performance of the services under this Agreement, and shall not sell, disclose, release or otherwise make available PII to any other party. The disclosure of PII shall be limited to the specific information necessary for such subcontractors and personnel to perform

the services under this Agreement. Vendor shall inform its personnel with access to PII of the requirements set forth in this Addendum and shall ensure that such personnel are bound by and comply with such requirements. Vendor will ensure that each subcontractor that has access to PII is bound by a written agreement requiring compliance with the same obligations as Vendor under this Addendum.

Vendor will not be in violation of its obligations under the immediately preceding paragraph when PII is disclosed by Vendor to the extent legally required by a valid order of a court of competent jurisdiction or administrative agency, or a validly enforceable subpoena; provided that (i) Vendor provides prompt written notice to Deloitte Services and the applicable Purchaser of any such request or requirement with reasonably sufficient details regarding the request or requirement and the PII that Vendor is contemplating disclosing so that Deloitte Services and/or their affiliates and related entities may seek a protective order or other appropriate remedy and (ii) Vendor reasonably cooperates with Deloitte Services, the applicable Purchaser, and its affiliates and/or related entities in their efforts to seek such order or remedy.

5. Security Breach

Vendor will notify Deloitte Services and the applicable Purchaser immediately after Vendor becomes aware of an actual or suspected: (i) accidental or unlawful destruction, loss, or alteration of PII; or (ii) unauthorized disclosure or use of, or access to, PII (collectively, "Security Breaches"). Vendor will promptly investigate each potential, actual or suspected Security Breach and assist Deloitte Services, the applicable Purchaser, their affiliates and each of their respective agents in connection with any investigation that Deloitte Services or the applicable Purchaser may desire to conduct with respect to such Security Breach. Vendor will take all steps requested by Deloitte Services and the applicable Purchaser to limit, stop or otherwise remedy any potential, actual or suspected Security Breach. Except to the extent required by applicable law, Vendor shall not communicate with any third party about a Security Breach without prior written consent of Deloitte Services.

6. Termination for Breach

Without limiting any other right that Deloitte Services and the applicable Purchaser may have to terminate this Agreement and/or any Purchase Order or any other remedy available to Deloitte Services and the applicable Purchaser, upon the occurrence of any Security Breach or any breach of Vendor's obligations under this Addendum, Deloitte Services may immediately terminate this Agreement and each Purchaser may terminate any and all Purchase Orders by the delivery of written notice of termination effective as of the date specified in the notice of termination.

7. Disposal or Return of PII

Promptly upon the earlier of the completion of the services under this Agreement or the written request of Deloitte Services, all PII in any form, in Vendor's possession or under its control shall be i) destroyed in a manner that prevents its recovery or restoration or, ii) if so directed by returned to Deloitte Services or the applicable Purchaser in a secure manner without Vendor retaining any actual or recoverable copies thereof, in both instances without charge. Notwithstanding the immediately preceding sentence, Vendor may retain copies of PII to the extent required by applicable law; provided that Vendor notifies Deloitte Services and the applicable Purchaser of the PII to be so retained.

8. Requests to Access and Correct PII

In the event that Vendor receives a request from a third party to access any PII in Vendor's possession, Vendor will promptly forward a copy of such request to Deloitte Services and the applicable Purchaser. Except as expressly permitted under Section 4 of this Addendum, Vendor shall not disclose any PII to a third party, whether in response to a request or otherwise.

Upon request, Vendor will make PII in its possession available to Deloitte Services and the applicable Purchaser, or any third party designated in writing by Deloitte Services or the applicable Purchaser, and will correct PII in Vendor's possession in accordance with the instructions in such request.

9. Cooperation

Vendor will provide Deloitte Services and the applicable Purchaser with information as may be reasonably requested by Deloitte Services and the applicable Purchaser from time to time with regard to Vendor's compliance with its obligations under this Addendum or otherwise relating to the Processing of PII, including, without limitation, if available and not subject to the attorney-client, work product or any similar privilege, the results of any audits or tests performed on Vendor's information security program or on any components thereof. Vendor shall permit Deloitte Services and the applicable Purchaser, or a third party chosen by Deloitte Services and the applicable Purchaser and reasonably acceptable to Vendor, to audit Vendor's records, procedures, and privacy, confidentiality and security controls upon reasonable notice and during regular business hours, at Vendor's offices, for purposes of verifying Vendor's compliance with this Addendum.

10. Additional Information Related to EEA PII

If Vendor will Process PII related to individuals located in the European Economic Area, United Kingdom or Switzerland (collectively, "EEA PII"), the EU Standard Contractual Clauses adopted as European Commission Decision 2021/914/EU, as amended ("SCCs"), which can be found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, are incorporated by reference into this Addendum, and, with respect thereto, (a) Vendor will be a processor of Purchaser, (b) to the extent that Purchaser is a controller, then Module 2 (controller to processor) shall apply, and to the extent that Purchaser is a processor, then Module 3 (processor to processor) shall apply, (c) Clause 7 (Docking Clause) does not apply, (d) Vendor will consult and coordinate with Purchaser prior to notifying any third party about a personal data breach, (e) Vendor's use of sub-processors requires specific authorization by Purchaser (Clause 9(a), Option 1), which has been granted with respect to the sub-processors identified on Schedule 2 to this Addendum, and Vendor shall provide at least 10 days advance notice of any additional requests for specific authorization, (f) the option in Clause 11(a) (Redress) does not apply, (g) the parties choose Option 1 of Clause 17, and agree these SCCs shall be governed by the law of the country (an European Economic Area member state, the United Kingdom or Switzerland; collectively "EEA/UK/CH") in which the entity is established that initially transferred the EEA PII out of the EEA/UK/CH, and per Clause 18(b) disputes arising under the SCCs shall be resolved in the courts of the same country, (h) Schedule 1 to this Addendum shall serve as Annex 1 to the SCCs, (i) the technical and organizational security measures set forth in this Addendum, including but not limited to those set forth in Section 3 of this Addendum, shall serve as Annex 2 to the SCCs, and (j) Schedule 2 to this Addendum shall serve as Annex III to the SCCs.

11. Noncompliance Notification and Remediation

In the event that Vendor determines at any time that it can no longer meet any of its obligations under this Addendum, Vendor shall promptly (a) notify Purchaser thereof and (b) take reasonable and appropriate steps to stop and remediate such noncompliance. In addition, if Vendor receives notice that it is not meeting any of its obligations under this Addendum, Vendor will take reasonable and appropriate steps to stop and remediate such noncompliance.

12. No Limitations of Liability

Notwithstanding anything in this Agreement to the contrary, the limitations or exclusions of liability set forth in this Agreement, if any, shall not apply to this Addendum and shall not limit Vendor's liability for failing to satisfy any of its obligations under this Addendum.

13. Survival

This Addendum shall survive the expiration or termination of this Agreement and thereafter remain in full force and effect for as long as Vendor or any of its subcontractors retains any PII; provided, however, Sections 5, 9, 12 and 13 of this Addendum shall survive indefinitely.

TO BE COMPLETED ONLY WHEN REQUIRED PER SECTION 10 ABOVE

SCHEDULE 1
DATA PROCESSING DETAILS FOR EEA PII
ANNEX 1

A. LIST OF PARTIES

Data exporter(s)

1. Name: Deloitte Services LP

Address: 30 Rockefeller Plaza, New York, NY 10112

Contact person’s name, position and contact details:
.

Activities relevant to the data transferred under these Clauses: see Annex I, Section B below and the Agreement or applicable Statement of Work.

Signature and date:
..

Role (controller/processor): controller or processor depending on the specific data transferred

Data importer(s)

1. Name:
...

Address:
...

Contact person’s name, position and contact details:
.

Activities relevant to the data transferred under these Clauses: see Annex I, Section B below and the Agreement or applicable Statement of Work.

Signature and date:
..

Role (controller/processor): processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- ☐ Employees
- ☐ Dependents, beneficiaries, spouses, and/or domestic partners of employees
- ☐ Clients and customers

- ☐ Vendors or suppliers

Categories of personal data transferred

- ☐ Name
- ☐ Contact information such as telephone number, physical address, email address
- ☐ Employment information such as position, title, job description or personnel number
- ☐ Compensation and tax-related EEA PII
- ☐ Banking and financial account information
- ☐ Photos and videos
- ☐ Government-issued unique identifiers
- ☐ Gender
- ☐ Date of birth
- ☐ Internet log and tracking information, including cookies, beacons, IP addresses, and web browser and device information
- ☐ Online identifiers such as login and account information, including screen name, password and unique user ID
- ☐ Geolocation data
- ☐ Other:

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- ☐ None
- ☐ EEA PII revealing racial or ethnic origin
- ☐ EEA PII revealing political opinions
- ☐ EEA PII revealing religious or philosophical beliefs
- ☐ EEA PII revealing trade union membership
- ☐ Genetic or biometric EEA PII
- ☐ Health or medical-related EEA PII
- ☐ EEA PII concerning a natural person's sex life or sexual orientation
- ☐ EEA PII relating to criminal convictions and offences

Applied restrictions and safeguards include limiting access to such personal data only to people who have a business need to access it, confidentiality training of Vendor's personnel, data minimization, and additional security measures set forth in Annex II.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- ☐ One-off
- ☐ Continuous
- ☐ Other:

Nature of the processing

Data importer processes personal data in the context of providing the services to data exporter as set forth in the Agreement.

Purpose(s) of the data transfer and further processing

The purpose of the data transfer and further processing is to enable the data importer to provide the services to data exporter as set forth in the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

While performing the services and as required by applicable laws.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Processing by (sub)-processors in support of data importer related to the provision of the services to data exporter as set forth in the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The supervisory authority/ies of the following countries: The supervisory authorities of the countries in which the entity is established that initially transferred the EEA PII out of the European Economic Area, the United Kingdom or Switzerland.

**TO BE COMPLETED ONLY WHEN REQUIRED PER SECTION 10 ABOVE
SCHEDULE 2**

**ANNEX III
LIST OF AUTHORISED SUB-PROCESSORS**

1. Name:
.....
Address:
.....
Contact person’s name, position and contact details:
.....
Description of processing (including a clear delimitation of responsibilities in case several sub-processors
are authorised):
.....

2.
.....

Annexure A

As part of the Diligence Process, third parties (and their subcontractors) providing goods and/or services to Deloitte¹ or on behalf of Deloitte (each a “**third party provider**”) *may be required*, on a periodic basis, to complete surveys and respond to other requests for information. The types of information that may be gathered as part of the Diligence Process are further described below.

The information gathered will be used by internal Deloitte resources for the purposes of conducting the Diligence Process.

Surveys, if applicable, are administered electronically and provide various options for providing responses, including, radio buttons, drop down menus, free text fields and the ability to upload relevant documentation.

Information requested as part of the Diligence Process may include the following:

- Details about your organization and key personnel (e.g. experience and qualifications, legal structure, senior officers, significant shareholders or owners, board of directors, and parent company)
- Details about your organization’s security controls, and security related policies and procedures (e.g., current SOC 1 and/or SOC 2 reports, network diagrams, and penetration testing reports)
- Your organization’s practices as they relate to ethics programs, training, and compliance with applicable laws and regulations
- A description about services to be performed or goods to be procured (e.g. location and nature of services, subcontractors or business partners that may be utilized in connection with the performance of your obligations under the applicable agreement)
- Interactions with non-U.S. governments and/or foreign officials that may occur in the course of your work with, for, or on behalf of Deloitte

¹“Deloitte” as used in this Appendix shall mean Deloitte LLP, and the subsidiaries of Deloitte LLP. Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.