

Year 1

This quote and all purchase orders (the "Order") incorporates by reference the Master Purchasing Agreement (MPA) issued by KPMG LLP with the Order.

KRIS Rider:

Unless specifically defined herein, defined terms shall have the meanings ascribed to them in the Agreement. Pursuant to this Order, TX-DIR is licensing the functionality of the KRIS Connected Platform set forth below, in each case to the extent necessary to provide the KRIS Connected Platform functionality purchased in this Order, which may include the items listed below (the "Purchased Parts") for twelve (12) months from the date of the Order (the "Subscription Term"):

- Max virtual central processing units (vCPU) of 400. Measured by total vCPUs in use for all clusters/environments (both containerized and non-containerized)
- 4 TB of data managed (for transfer, processing, and storage). Measured by the AWS metrics for data cumulatively stored, transferred, and processed per month (to/from relational database service [RDS]).
- Managed services:
 - Cloud Infrastructure and provision and configure with up to three (3) non-production environments and one (1) production environment and one (1) DR. 95% of the transactions are under 1 MB, 5% of the transactions are under 10 MB for real-time. Passthrough transactions are max 1k per hour with a max of 400k payload. There is no DR for non-production environments
 - DevOps and developer tools
 - Password Management
 - Patching
 - Network scans
 - Core product defect Fixes
 - Key Management
 - Certificate Management
 - Service Desk
 - Core Software defect Fixes
 - Code repository
 - Ongoing defect fixes to core functionality
 - Vulnerability and Penetration Testing (one (1) per year)
 - Annual Account and Privileges review (one (1) per year)
 - Secure code check tools for the Core Software
 - Secure transport
 - Managed Service for compute
 - Monitoring/Alerting
 - Ongoing defect fixes to core functionality
- Hosted workspaces, with a Use Restriction of up to 10
- Operations Portal with a Use Restriction of up to 20 Authorized Users
- Information Technology Service Management (ITSM) with a Use Restriction of up to 50 Authorized Users qualified as fulfillers
- Configuration Management Database (CMDB) for System Integration Platform (SIP) with a Use Restriction of up to 50 Authorized Users qualified as fulfillers

- Test management
- Operations dashboard
- Core Software (SaaS) product enhancements (separate fee for implementing enhancements on projects)
- Application Programming Interface (API) Testing
- Managed File Transfer (MFT) Testing
- 24/7 cloud management
- Application Integration (Enterprise Service Bus [ESB] realized as Quarkus microservices and exposed through APIs and MFTs)
- Transactional Data Store - (Transactional data with payload stored within core platform for 30 days)
- Data Warehouse – (Reporting data, including data from legacy migration/conversion, Data Marts for further analysis)
- Power BI reporting (up to 20 explorers)
- Managed File Transfer (Up to 10GB per month of file transfers, including archived files)
- Security compliance
- Core shared services
- Defect Management (for KRIS)
- Integration Testing (for KRIS)

Service Level Agreements:

Category	SLA Description	Measurement Window	Reporting Frequency
Availability	<p>Up-time: 99.9% of the time for availability of the production environment during defined business hours and 99.5% during all other times. Maintenance downtime hours approved by the State and Contractor on an exception basis do not apply to this SLA.</p>	Monthly	Monthly
Performance	<p>System Response Time: Vendor will ensure platform meets categorized transaction response times that are assigned to the various SI components during system integration design. Transaction response times will be mutually assigned to one of the following categories. Category 1: less than or equal to two (2) seconds</p> <p>Category 2: less than or equal to six (6) seconds</p> <p>Category 3: less than or equal to twenty (20) seconds.</p> <p>This SLA does not include file or batch processing.</p>	Daily	Monthly
	<p>Solution Response Time: For the SI portals and web pages; Vendor will ensure that no action or display of page shall take more than four (4) seconds 95% of the time.</p> <p>Vendor will also ensure all pages support the submission, redisplay and navigation of a web page in less than two (2) seconds 95% of the time.</p>	Daily	Monthly
Disaster Recovery	<p>Disaster Recovery – Location: Disaster Recovery (DR) site will be at minimum 50 miles from the primary data center with connectivity to different grid and network.</p>	Annually	Annually
	<p>Disaster Recovery - Recovery Time Objective (RTO): On the occurrence of a disaster, the Contractor will restore essential modules of the KRIS Connected Solution, irrespective of the time the incident occurred, in less than or equal to four (4) hours 100% of the time. Essential modules are: Performance Monitoring and Reporting, Storage Services (S3 & Aurora), Network Services (AWS gateway), Compute Services (EC2 & OpenShift), API Management/Gateway, Certificate and Key Management, Messaging, Operations Portal, Managed File Transfer (MFT).</p>	Annually	Per Disaster
	<p>Disaster Recovery - Recovery Point Objective (RPO): On the occurrence of a disaster, the Contractor will ensure that no data is lost for transactions that have</p>	Annually	Per Disaster

	<p>been completed and/or committed at the start of disaster event 100% of the time. The Contractor will identify and recover inflight data within 72 hours. This SLA does not include other SaaS products – those SLA’s are defined by their offerings.</p>		
Service Disruption	<p>In the event of a service disruption (incident), the Contractor must notify the State within the timeframes specified below:</p> <ul style="list-style-type: none"> - Critical: 2 business hours; - High: 8 business hours; - Medium to Low: 24 business hours. <p>The notification must contain the priority, date, and time of the service disruption start and expected resolution date and times. The severity definitions for the incidents are as follows:</p> <ul style="list-style-type: none"> • Critical: A complete failure of the KRIS Connected Solution has occurred that affects over 95% of the transactions that either fail or produce incomplete results. There is no work around for the problem. • High: A contained failure of the KRIS Connected Solution has occurred that affects over 75% of the transactions that either fail or produce incomplete results. There are workarounds that can allow the business to continue work. • Medium: A minor failure of the KRIS Connected Solution has occurred that affects over 25% of the transactions that either fail or produce incomplete results. Workarounds mitigate the issues. • Low: Nonrecurring issue exists in the KRIS Connected Solution has occurred that affects less than 25% of the transactions that either fail or produce incomplete results. Cosmetic issues would also fall into this category. Workarounds are readily available, or the error cannot be reproduced. <p>Note: For High severities, if there is no workaround the severity would be bumped up to the next severity in those instances regardless transactions affected.</p>	Daily	Monthly
Retention	<p>Log file retention: The Contractor must maintain transaction log and audit records online for the KRIS Connected Solution for thirty (30) days. The Contractor will maintain an archive of log and audit records throughout the Term.</p>	Monthly	Annually
	<p>Data Retention: KRIS Connected Solution will retain the operational data store data and reference data throughout the Term.</p>	Monthly	Annually

Compliance Reporting	Security Breach: Contractor will report any confirmed security breaches within 2 hours of confirmation of a breach.	Annually	Per Breach
	Security Compliance: Contactor will report security compliance on a monthly basis. This includes compliance against mutually agreed upon security standards.	Monthly	Monthly

Client acknowledges that the SKU purchased in this quotation represent a portion of the overall subscription of the KRIS Connected Solution, (the "Total Subscription"). In the event that Client elects to purchase less than the Total Subscription, Client will provide KPMG notice of non-renewal at least one hundred and eighty (180) days prior to the expiration of the Subscription Term.

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (this “MPA”) is entered into as of [DATE] (the “Effective Date”) by and between KPMG (as defined below) and the entity executing an Order (“Customer”). This MPA provides the general terms under which the Customer may use KPMG’s various Offerings. The explicit rights for the Customer to use, and receive Offerings or otherwise engage with specific Offerings are set forth in the applicable Order. In the event of conflict between any of the terms in this MPA and an Exhibit, the Exhibit shall govern. In the event of a conflict between the Agreement and an Order, the terms of the Order shall govern.

1. DEFINITIONS.

1.1. “Adjustment Event” means the occurrence of any of the following: (i) any assumption in the Statement of Work is not fully realized; (ii) the delay or failure by any entity other than KPMG to perform its responsibilities; or (iii) Customer’s failure to timely obtain all consents, permits, licenses, and other approvals necessary for KPMG to provide the Services.

1.2. “Agreement” means this MPA, the attached Exhibits, and any applicable Orders and Statements of Work.

1.3. “Authorized User” means employees or individual contractors of Customer provided with user accounts in order to access and use a Product. Other persons or parties may be given access as an Authorized User upon request and written confirmation from KPMG.

1.4. “Change Request” means when either party requests a change to the Managed Services, Professional Services or Deliverables, whether arising as a result of an Adjustment Event or otherwise, by sending such request in writing to the other party.

1.5. “Customer Materials” means any and all materials, facilities, network, hardware, systems, software, Customer Systems, data and other equipment and information, that in each case is owned by or licensed or leased to Customer to which KPMG is provided access to in connection with any Offering or that may be used by KPMG in providing the Services or Deliverables.

1.6. “Customer Parties” means Customer, agencies or subdivisions of Customer, and their affiliates, and their respective directors, officers, employees, and agents.

1.7. “Customer Systems” means any and all network, hardware, systems, software and equipment that are not hosted by KPMG (including any Third-Party Materials).

1.8. “Confidential Information” means all confidential information received by one party in the course of providing or receiving products or services (the “Recipient”) from the other party (the “Discloser”). Confidential Information does not include any of the foregoing that: (i) is already known to the Recipient at the time of disclosure by the Discloser without an obligation of confidentiality; (ii) is or becomes publicly known through no wrongful act of the Recipient; (iii) is independently developed by the Recipient without benefit of the Discloser’s Confidential Information; or (iv) is received by the Recipient from a third party without restriction and without a breach of an obligation of confidentiality.

1.9. “Deliverables” means collectively, (a) any FFP Deliverable and (b) the items identified in a Statement of Work for delivery in connection with the Services that are not FFP Deliverables. For the avoidance of doubt, no Product, in whole or in part, constitutes a Deliverable.

1.10. “Documentation” means all documents and material (in any language, format or medium) generally provided in writing by KPMG to end users of the Products and Managed Services in electronic format, as amended from time to time by KPMG. For the avoidance of doubt, Documentation is KPMG Property and not a Deliverable.

1.11. “FFP Deliverable” means the items delivered pursuant to Professional Services that: (i) do not contain KPMG Property and (ii) are funded in part by federal financial participation. Each Statement of Work will expressly indicate which Deliverables, if any, are FFP Deliverables.

1.12. “KPMG” means KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of the international KPMG network of independent firms.

1.13. “KPMG Firms” means KPMG, Member Firms and other legal entities comprising KPMG International.

1.14. “KPMG Parties” means the Member Firms, and their respective partners, principals, employees, and agents.

1.15. “KPMG Materials” as between the parties includes, without limitation, all (a) Products, (b) KPMG proprietary materials and technology (including software, hardware, products, processes, methodologies, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) in or made available to Customer as part of or in connection with any Product (c) any connectors or tools created by KPMG to move data; (d) any modifications, enhancements, improvements, or derivative works made to, and ideas, concepts, methodologies, tools, or techniques relating to, any Third-Party Materials that result from the Services, subject to the rights of the provider of such Third-Party Materials; (e) components, programs, systems, analysis, frameworks, documentation, drawings, configuration techniques and specifications, owned by or licensed or leased to KPMG or KPMG’s affiliates or related entities; (f) feedback, suggestions, recommendations, and other ideas for enhancement provided by Customer to KPMG; (g) information reflecting the access or use of any Product, including, without limitation, any end user profile, visit, session, content interaction information, device metrics, impression, click-through or click-stream data, data analytics, training data, training instructions, data patterns and workflows and any statistical or other analysis, information or data based on or derived from any of the foregoing; (h) anonymized or general information derived from Customer Materials or obtained in connection with the use of Products, in each case to the extent such materials are subsequently aggregated with information from other customers; and (i) any modifications, enhancements, improvements, or derivative works made to, and ideas, concepts, methodologies, tools, or techniques relating to, any of the foregoing.

1.16. “Intellectual Property Rights” means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to

make, use, and sell), trade secrets, moral rights, right of publicity, authors' rights, contract, and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country, or jurisdiction.

1.17. "Managed Service" means a managed service provided by KPMG for a fixed term, under which KPMG provides access to certain features, functionality, and/or information.

1.18. "Member Firms" means the other members of the international KPMG network of independent firms and entities controlled by, or under common control with, one or more KPMG member firms.

1.19. "Offerings" means, Products, Managed Services, and Services.

1.20. "Order" means a written order form or other document for an Offering that identifies and expressly incorporates the Price Quotation by reference.

1.21. "Price Quotation" means the document issued by Prime Contractor to Customer that outlines the Offering being purchased and any additional terms and conditions applicable to such Offering.

1.22. "Prime Contractor" means Carahsoft Technology Corp.

1.23. "Products" means any software and hardware (which may include embedded software or firmware components) purchased by Customer pursuant to an Order.

1.24. "Professional Services" means, the advisory, consulting, and other professional services provided by KPMG under a Statement of Work and/or set forth on an Order, which may consist of Product-related services such as deployment, configuration, or installation services.

1.25. "Residual Knowledge" means generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools, or techniques derived from or discovered during the provision of the Managed Services or the Services that are not unique to the Customer.

1.26. "Service" or "Services" means the Professional Services, Support Services, and Training.

1.27. "Statement of Work" or "SOW" means a document issued by the Prime Contractor describing in detail the scope of any Professional Services and identifying Deliverables.

1.28. "Support Services" means the Product support and maintenance services provided by KPMG with respect to each Product, and that are described in the applicable Order.

1.29. "Third Party Materials" means third-party hardware, software and other third-party items used by or provided to KPMG in connection with any Offering.

1.30. "Training" means training provided by KPMG in the use of Products or other general training topics.

2. ORDERS AND STATEMENTS OF WORK.

2.1. **Orders.** Customer may purchase Products from Prime Contractor by requesting Prime Contractor issue a Price Quotation. If the quotation is acceptable to Customer, Prime Contractor will issue an Order and the “Order Effective Date” will be the date of the Order. All Orders will be governed by this Agreement. For clarity, KPMG will not be obligated to ship any Product, or provide any Services or Managed Services until a valid Order has been issued for those Offerings.

2.2. **Statements of Work.** No Price Quotations or Orders for Professional Services will be valid without a Statement of Work that fully describes the project assumptions, scope, duration and fees for the Services. Each Statement of Work will incorporate and be governed by this Agreement and the Order that references such Statement of Work. The “Statement of Work Effective Date” will be the date both Customer and KPMG have agreed to within the Statement of Work, or if no date is listed, the date that KPMG begins performing the Professional Services. For clarity, KPMG will not be obligated to perform any Professional Services until a SOW describing those Professional Services has been agreed to by both parties and an Order listing those Professional Services has been accepted by KPMG.

2.3. **Change Requests and Adjustment Events.** Either party may submit a Change Request and the Parties shall discuss the impact any such Change Request may have to the Services, Deliverables, fees, timing or other aspects of the applicable Professional Services. Once the terms of the change are agreed, the Prime Contractor will issue a change order which will automatically be deemed to amend and become a part of the applicable SOW. Without limiting the foregoing, if an Adjustment Event occurs, the parties acknowledge that the Professional Services and Deliverables may be affected, including a change in scope, timeline or fees and expenses set forth in the SOW. The parties agree to negotiate in good faith a change order to address such Adjustment Event

3. TERMS APPLICABLE TO OFFERINGS.

3.1. **Products and Support Services.** Customer’s purchase and use of each Product and Support Services for each Product will be subject to the licenses and terms specific to each Product set forth in the applicable Exhibit A.

3.2. **Managed Services.** Customer’s purchase of and access to each Managed Service will be subject to the terms and limitations specific to each Managed Service set forth in the Order.

3.3. **Training.** Customer’s purchase of Training will be subject to the terms and limitations set forth in the applicable Order.

3.4. **Professional Services.** Customer’s purchase of Professional Services will be subject to the terms and limitations set forth in the applicable Statement of Work.

3.4.1. **Deliverables.** Subject to Customer’s timely payment of applicable fees, and subject to this Agreement and each applicable SOW, Customer shall have a perpetual, non-exclusive, nontransferable, right and license to use, display and reproduce the Deliverables

for its internal business purposes. Deliverables may not be shared with any third party other than law enforcement agencies. In no event may Deliverables be used for sales or marketing activities.

3.4.2. **Customer-Owned Property.** Customer will be and remain, at all times, the sole and exclusive owner of the Customer-Owned Property (including, without limitation, any modification, compilation, derivative work of, and all intellectual property and proprietary rights contained in or pertaining thereto). KPMG will promptly return to Customer all Customer-Owned Property upon the termination or expiration of the applicable Statement of Work or Order, or sooner at Customer's request. "Customer-Owned Property" means any technology, software, algorithms, formulas, techniques or know-how and other tangible and intangible items that were owned by Customer or developed by or for Customer prior to the SOW Effective Date that are provided by Customer to KPMG for incorporation into or used in connection with the development of the Deliverables or performance of Professional Services.

3.4.3. **Customer Responsibilities.** If the Services or Managed Services require the installation and use of KPMG equipment or software, Customer will facilitate the installation and shall provide physical space, electrical power, Internet connectivity, and physical access as reasonably determined and communicated by KPMG.

4. WARRANTIES.

4.1. **Product Warranty.** KPMG warrants to Customer that during the one (1) year period following the shipment of the Products, the Products will perform substantially in accordance with the applicable Documentation. Any claim for breach of warranty arising out of or related to any Offering, including under this Agreement, must be made in writing to KPMG within the applicable warranty period. Customer's exclusive remedies, and KPMG's entire liability, for any breach of warranty shall be, at KPMG's option, (A) the repair and replacement of the nonconforming item or (B) the refund to Customer of the amount paid to KPMG for the nonconforming item (in which case Customer shall have no further right to use such item).

4.2. **Services Warranty.** KPMG warrants to Customer that Services will be performed in accordance with AICPA and other applicable professional standards. If Customer believes the warranty stated in this Section has been breached, Customer must notify KPMG of the breach no later than thirty (30) days following the date the Services were performed, and KPMG will promptly correct or re-perform the Services, at KPMG's expense.

4.3. **Managed Service Warranty.** KPMG warrants to Customer the Managed Services will be provided in a professional manner in accordance with industry standards for similar subscriptions. If Customer believes the warranty stated in this Section has been breached, Customer must notify KPMG of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and KPMG will promptly correct the nonconformity, at KPMG's expense.

4.4. **Remedies Exclusive.** Except for any Service Level Credits described in the applicable Order, the remedies set forth above are the sole remedies, and KPMG's sole obligation, with respect to Products, Managed Services and Services that fail to comply with the foregoing warranties.

4.5. **Customer Warranties.** The Customer represents, warrants, and covenants to KPMG that: it will and will require all Authorized Users receive and use the Offerings in accordance with applicable law.

4.6. **Disclaimer of Warranties.** To the extent the Offering permits Customer and Authorized Users to access Third Party Materials, all use and access to such Third Party Materials are subject to the terms of the Customer's separate license to such other applications. KPMG makes no representations or warranties regarding and accepts no responsibility for the contents (including viruses) or fitness of Third Party Materials or content for any purpose. The inclusion of links to Third Party Materials or content does not constitute an endorsement or adoption of any third party applications or content. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS, SUBSCRIPTIONS, KPMG MATERIALS, DELIVERABLES AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. KPMG AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. KPMG ALSO MAKES NO WARRANTY REGARDING NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS, AND MAKES NO WARRANTY THAT PRODUCTS, KPMG MATERIALS, THIRD PARTY MATERIALS, DELIVERABLES, SERVICES OR SUBSCRIPTIONS WILL BE ERROR-FREE.

5. INTELLECTUAL PROPERTY

5.1. **KPMG Property.** To the extent permitted by applicable law, the KPMG Property and all information which is provided to Customer by KPMG under the Agreement is considered Confidential Information. All right, title and interest in and to the KPMG Property and all modifications, enhancements and derivatives of the KPMG Property, and all intellectual property contained in any of the foregoing, shall, as between the parties, be owned by KPMG. All use rights in and to the KPMG Property not expressly granted herein are reserved to KPMG.

5.2. **Use of Information and Customer Materials.** Customer hereby grants to KPMG a non-exclusive, transferable, sublicensable, paid-up, royalty-free right and license to use, copy, modify, display, make derivative works of, host and transmit such Customer Materials to the extent necessary for KPMG to perform its obligations under the Agreement. Customer represents and warrants to KPMG it has obtained all consents, permits, licenses, and other approvals required (if any) for KPMG to use the Customer Materials as needed to provide all Offerings; and (ii) the interaction between any Offering and Customer Materials, will not infringe, misappropriate, or otherwise violate the rights of any third party, or violate any applicable law, rule, regulation, or other official government release.

5.3. **Deliverables.** Except as set forth in Section 5.4, KPMG shall own all right, title and interest in and to any Deliverables, including any modifications, enhancements, improvements, or derivative works of any Customer Materials, whether developed by or on behalf of KPMG solely or both parties jointly. Upon full and final payment by Customer of all amounts due under the Agreement, KPMG hereby grants Customer a perpetual, non-exclusive, non-

transferable, paid-up, royalty-free right and license to use, copy, modify, make derivative works of, distribute, display, and perform such Deliverables, solely for the Customer's own internal business purposes and subject to any other restrictions specifically set forth in the Agreement. Except as expressly provided in this Section 5, Customer may not sell or license, sublicense, assign, or transfer, in whole or in part, the Deliverables, including any KPMG Property contained therein.

5.4. **FFP Deliverables.** Upon full and final payment by Customer, Customer shall own all right, title and interest in and to any FFP Deliverables. Customer hereby grants to KPMG a perpetual, non-exclusive, non-transferable, paid-up, royalty-free right and license to use, copy, modify, make derivative works of, distribute, display, and perform the FFP Deliverables.

6. INFRINGEMENT.

6.1. If the KPMG Materials, or parts thereof, become, or in KPMG's opinion may become, the subject of an infringement claim, KPMG may, at its option: (i) procure for Customer the right to continue using the applicable KPMG Materials; (ii) modify or replace such KPMG Materials with substantially equivalent non-infringing KPMG Materials; or (iii) require the return of such KPMG Materials or cease providing affected Product, Managed Services, Deliverables or Services, and refund to Customer any pre-paid Fees for Services that have not been delivered. THIS SECTION 6.1 STATES THE ENTIRE LIABILITY OF KPMG AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE OFFERINGS, KPMG MATERIALS, OR DELIVERABLES.

6.2. KPMG shall have no obligations with respect to any action arising out of: (i) the use of any Product, Managed Service, Deliverable, or Service, or any part thereof, in combination with software or other products not supplied by KPMG; (ii) any modification of the Products, Managed Services, Deliverables, or Services not performed or expressly authorized by KPMG; or (iii) the use of any the Products, Managed Services, Deliverables, or Services other than in accordance with this Agreement and applicable Documentation.

7. LIMITATION OF LIABILITY.

7.1. **Consequential Damages Waiver.** IN NO EVENT WILL KPMG BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT KPMG WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

7.2. **Limitation of Monetary Damages** NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, KPMG'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, THE OFFERINGS, THE KPMG IP AND DELIVERABLES SHALL BE LIMITED TO THE TOTAL AMOUNTS RECEIVED BY KPMG FOR THE RELEVANT OFFERINGS DURING THE TWELVE (12)

MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

7.3. **Applicability.** THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

8. CONFIDENTIAL INFORMATION.

8.1. **Maintenance of Confidentiality.** Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature; (ii) limit disclosure to those persons within Recipient's organization with a need to know and who have previously agreed in writing, prior to receipt of Confidential Information either as a condition of their employment or in order to obtain the Confidential Information, to obligations similar to the provisions hereof; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or regulations. Confidential Information shall not be used or reproduced in any form except as required to accomplish the purposes and intent of an Order or Statement of Work. Any reproduction of Confidential Information shall be the property of Discloser and shall contain any and all notices of confidentiality contained on the original Confidential Information. As between the parties, each party retains ownership of its Confidential Information.

8.2. **Exceptions.** The parties agree that the foregoing shall not apply to any information that Recipient can evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of or reference to any Confidential Information; or (iv) was rightfully disclosed to it by, or obtained from, a third party. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain, if possible, confidential treatment or a protective order; (b) has given prompt advance notice to Discloser of such required disclosure; and (c) has allowed Discloser to participate in the proceedings.

8.3. **Injunctive Relief.** Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

8.4. **Legal Demand.** If the Recipient receives a subpoena or other validly issued administrative, judicial, government or investigative regulatory demand or request or other legal

process (“Legal Demand”) requiring it to disclose the Discloser’s Confidential Information, the Recipient shall, unless prohibited by law or such Legal Demand, provide prompt written notice to the Discloser of such Legal Demand to permit it to seek a protective order. So long as the Recipient gives notice as provided herein, the Recipient shall be entitled to comply with such Legal Demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event that KPMG is requested or authorized by Customer, or is required by law, rule, regulation, or Legal Demand in a proceeding or investigation to which KPMG is not a named party or respondent, to produce KPMG’s documents or personnel as witnesses or for interviews, or otherwise to make information available to a third party, or Customer, Customer shall reimburse KPMG for its professional time, at its then-current standard hourly rates, and expenses, including reasonable attorney’s fees, incurred in responding to such requests, authorizations, or requirements.

8.5. **Return of Confidential Information.** Within thirty (30) days after the date when all Orders and SOWs have expired or been terminated, or after any request for return of Confidential Information, each party will return to the other party or destroy all of such other party’s Confidential Information, at such other party’s discretion, and, upon request, provide such other party with an officer’s certificate attesting to such return and/or destruction, as appropriate.

8.6. Notwithstanding anything herein which may be construed to the contrary, the Customer agrees that nothing in this Agreement shall prevent KPMG from using any Residual Knowledge to perform similar services and develop similar work product, results, or technology as that performed and developed under the Agreement. KPMG reserves the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display its Residual Knowledge, subject to the obligations of confidentiality set forth in the Agreement.

9. TERM AND TERMINATION.

9.1. Term.

9.1.1. **Products.** Products will be licensed according to the applicable terms in Exhibit A, for the period of time stated on the Order (e.g., if the Order lists a Product as being provided for “3Y,” the license for that Product is provided for three years from the date of the Order). Following the initial term the parties may mutually agree to extend for a renewal term (a “Renewal Term, and, together with the Initial Term, the “Term”). Customer may terminate the Agreement at any time by giving at least ninety (90) days’ prior written notice to KPMG.

9.1.2. **Support Services.** Support Services will begin ten (10) days from the date of shipment of the associated Product and continue for the period of time stated on the Order (“Initial Support Term”). Unless otherwise stated on the Order, the Support Services will automatically renew for additional periods of one (1) year each (each, a “Renewal Support Term” and together with the Initial Support Term, the “Support Term”), unless either party notifies the other of its intention not to renew Support Services at least sixty (60) days prior to the expiration of the then-current Support Term. Customer may terminate Support at any time, for convenience, on thirty (30) days’ written notice to KPMG. If Customer terminates Support Services for convenience before the end of the then-current Support Term, Customer will pay any remaining

fees owing for the remainder of the then-current Support Term within thirty (30) days of the effective date of termination.

9.1.3. Managed Services. The term of each Managed Service will begin on the Order Effective Date and will continue in effect for the period stated in the Order (“Initial Managed Service Term”). Unless otherwise stated on the Order, the Managed Service will automatically renew after its Initial Managed Service Term for additional periods of one (1) year each (each, a “Renewal Managed Service Term” and together with the Initial Managed Service Term, the “Managed Service Term”), unless either party notifies the other of its intention not to renew that Managed Service at least sixty (60) days prior to the expiration of the then-current Managed Service Term. Customer may terminate a Managed Service at any time, for convenience, on thirty (30) days’ written notice to KPMG. If Customer terminates a Managed Service for convenience before the end of the then-current Managed Service Term, Customer will pay any remaining fees owing for the remainder of the then-current Managed Service Term within thirty (30) days of the effective date of termination.

9.1.4. Professional Services; Statements of Work. Professional Services described on an Order will be provided at mutually agreed-upon times, and will continue until complete, unless otherwise terminated as set forth herein. The term of each SOW will be as set forth in that SOW. If no term is expressed in an SOW, then the term of that SOW will begin on the SOW Effective Date and continue until the Professional Services described in that SOW are complete or the SOW is earlier terminated as set forth herein. Unless otherwise stated in a SOW, Customer may terminate a SOW at any time for convenience by giving KPMG at least thirty (30) days’ written notice of its intent to terminate the SOW. If Customer terminates an SOW for convenience as set forth in this Section, Customer will pay any amounts owing for Professional Services and Deliverables provided under that SOW up to and including the date of termination. Customer may request that KPMG suspend performing Professional Services during the term of a Statement of Work, and KPMG will suspend such Professional Services within 24 hours of Customer’s request. Customer acknowledges that any such suspension will not affect Customer’s obligation to pay fees for Professional Services rendered through the date of suspension, and that resumption of Professional Services may be delayed if KPMG redeploys personnel to other engagements during the period of suspension.

9.1.5. Termination for Material Breach or Change in Law. Either party may terminate any Order or any SOW upon written notice of a material breach of the applicable Order or SOW by the other party as provided below, subject to a thirty (30) day cure period (“Cure Period”). If the breaching party has failed to cure the breach within the Cure Period after the receipt by the breaching party of written notice of such breach, the non-breaching party may give a second notice to the breaching party terminating the applicable Order or SOW. Termination of any particular Order or SOW under this Section will not be deemed a termination of any other Order or SOW, unless the notice of termination states that another Order or SOW is also terminated. Notwithstanding the foregoing, the Cure Period applicable to a breach by Customer of any payment obligations under any Order or any SOW will be fifteen (15) days. Notwithstanding the foregoing, this Agreement shall terminate automatically in the event Customer has breached any license restriction and, in KPMG’s determination, that breach cannot be adequately cured within the Cure Period. Either party may terminate the Agreement upon written notice to the other party

if laws, rules, regulations, or professional standards applicable to a party preclude it from continuing or render it unable to continue to provide or receive any Offering, in whole or in part.

9.2. **Survival.** The provisions of the Agreement that, by their nature and content, must survive the completion, rescission, termination, or expiration of the Agreement to achieve the fundamental purposes of the Agreement shall survive and continue to bind the parties. Termination or expiration of any Order or SOW will not be deemed a termination or expiration of any other Orders or SOWs in effect as of the date of termination or expiration, and this Agreement will continue to govern and be effective as to those outstanding Orders and SOWs until those Orders and SOWs have expired or terminated by their own terms or as set forth herein. Upon termination of this Agreement or any Statement of Work, KPMG shall retain all Fees previously paid by Customer and Customer shall pay all fees and expenses that have been incurred in connection with the performance of the Services through the effective date of such termination.

9.3. The provisions of Section 5 (Intellectual Property), Section 4.6 (Disclaimer of Warranties), Section 6 (Infringement) Section 7 (Limitation of Liability), this Section 9.2, Section 8 (Confidential Information), and Section 10 (Miscellaneous), shall survive the termination of all Orders and SOWs and the relationship between KPMG and Customer.

10. MISCELLANEOUS.

10.1. Customer acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services contemplated in the Agreement may not be licensed as certified public accountants under the laws of any of the various states.

10.2. Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to Customer. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges that may be charged to clients.

10.3. KPMG may list Customer as a customer in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Customer is an Audit, Advisory and/or Tax client of KPMG LLP.").

10.4. Customer acknowledges that KPMG's performance of its obligations under the Agreement: (i) does not constitute a basis for Customer's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"); and (ii) shall not be construed to support Customer's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.

10.5. If any term or provision of the Agreement shall be held to be invalid, void or unenforceable, then the remainder of the Agreement shall not be affected, impaired, or invalidated,

and each such term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.6. Each Offering and all components therein may constitute “commercial product” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212.

10.7. Each party acknowledges and agrees that it shall comply with all applicable United States export control laws and regulations in the performance of each party’s respective activities under the Agreement. To the extent that Customer and Authorized Users access or use an Offering from outside the United States, Customer is responsible for complying with any import or export restrictions relating to such access. Customer shall not provide KPMG, or grant KPMG access to, (i) information (including technical data or technology), verbally, electronically, or in hardcopy, (ii) software or (iii) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Control Reform Act of 2018, the International Traffic in Arms Regulations (“ITAR”), Export Administration Regulations (“EAR”), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.

10.8. **Assignment.** Neither party may assign, transfer or delegate any of its rights, obligations, claims, or proceeds from claims arising under or relating to the Agreement (including by operation of law, in which case the assigning party will, to the extent legally permissible, give as much advance written notice as is reasonably practicable thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Any assignment, transfer or delegation in violation hereof shall be null and void.

10.9. **Entire Agreement.** The Agreement shall constitute the final, complete, and exclusive agreement between the parties with respect to the subject matter of the foregoing, and supersedes all other previous and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing relating to that subject matter. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

10.10. **Force Majeure.** Except for the obligation of Customer to make payments required under the Agreement, neither party shall be responsible for any delay or failure in performance, in whole or in part, to the extent that such delay or failure is caused by reason of acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control of the non-performing party (“Condition”). The party delayed or unable to perform (“Delayed Party”), shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Delayed Party shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed promptly with the performance of their obligations whenever such Condition is removed or ceases. If the Condition continues for more than 90 days, then the party affected may terminate the Agreement upon written notice to the Delayed Party.

10.11. **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement, any Order, or any Statement of Work shall be construed to create a partnership, joint venture or agency relationship between the parties. Customer shall make no representations or warranties on behalf of KPMG.

10.12. **Language.** This Agreement and each Order and Statement of Work are in the English language only, which shall be controlling in all respects. All communications, notices, and Documentation to be furnished hereunder shall be in the English language only.

10.13. **Notices.** All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party, and sent to the party's address as listed in this Agreement, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

10.14. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws of any jurisdiction, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

10.15. **Third Party Rights.** Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

10.16. **Waiver.** The waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach.

10.17. **Equal Opportunity.** KPMG is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Jobs for Veterans Act of 2003, as well as any other regulations pertaining to these orders.

EXHIBIT A
PRODUCT TERMS

EXHIBIT A-1

SUBSCRIPTION TERMS FOR KRIS CONNECTED PLATFORM

The following terms govern the Customer's subscription to the KRIS Connected Platform. Any capitalized term not defined in this Exhibit will have the meaning ascribed to it in the body of the MPA.

1. **Definitions.**

1.1. “**Core Software**” means the proprietary hosted and managed system integration and shared services software platform providing a modularized environment for the integration, synchronization, and data exchange among of multiple applications as described in the Documentation.

1.2. “**KRIS Connected Platform**” means, collectively in each case to the extent purchased by Customer in an Order: (i) the Core Software; (ii) the associated library of the methodologies, tools, instructions, manuals, templates, documents, Documentation, processes, procedures, formulas, algorithms, predictive models, transformations, rules, checklists, order sets, protocols, guidelines, techniques, and know-how that are implicated by the Core Software; (iii) any and all formats, forms, functions, algorithms, sanitization processes, rationalization and interfaces used in migrating, organizing, analyzing, or presenting data and third party data; (iv) the infrastructure (including hardware, software, networks, connectivity, security, tools, and other resources) as necessary to host, manage and deliver all of the foregoing; and (v) management of the underlying cloud infrastructure.

1.3. “**KRIS Connected Platform Term**” means the date beginning on signing of the Order and ending on the date set forth in the applicable Order.

1.4. “**Use Restrictions**” means any limitations or restrictions on the architecture and use of the KRIS Connected Platform.

2. **Access to the KRIS Connected Platform.**

2.1. **Access Rights.** Customer and Customer's Authorized Users shall have the right during the KRIS Connected Platform Term to access and use the KRIS Connected Platform within the United States in accordance with the Use Restrictions. KPMG will use commercially reasonable efforts to provide the KRIS Connected Platform in compliance with any service levels set forth in the applicable Order. Customer agrees that its agreement to license the KRIS Connected Platform hereunder is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by KPMG regarding future functionality or features. KPMG may modify the KRIS Connected Platform at any time. KPMG shall inform Customer of any material changes in functionality that may adversely affect Authorized Users' use of the KRIS Connected Platform.

2.2. **Authorized Users and Use Restrictions.** Authorized User credentials may not be shared or distributed. As between the parties, Customer is responsible for any unauthorized access resulting from Customer's, or Customer's Authorized Users' use of, or failure to protect, their passwords. In the event Customer elects to use federated user authentication, Customer

acknowledges and agrees that Customer shall be solely responsible for verifying the identity of users and for managing user credentials. Customer shall notify KPMG if an Authorized User is no longer employed, or permitted, by Customer to use the KRIS Connected Platform. Customer shall be responsible for all use of the KRIS Connected Platform by its Authorized Users, as well as Authorized Users' compliance with the Agreement.

2.3. **Access to Reporting.** KPMG grants Customer a perpetual, non-transferable, worldwide, limited right and license to reproduce, display, and use any reports generated by Authorized Users during the term for Customer's internal business purposes. Customer's auditors, agents, and contractors providing administrative or professional advice to Customer may also use the reports pursuant to a confidentiality agreement with Customer, provided, however, Customer acknowledges and agrees that any such reports are intended for Customer's sole benefit and KPMG does not authorize any party other than Customer to benefit from or rely upon such reports, or make any claims against KPMG relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. KPMG may, in its sole discretion mark such reports to reflect the foregoing.

2.4. **Not a System of Record.** The KRIS Connected Platform is not intended for use as Customer's document retention system and should not be regarded as a system of record. After expiration or termination of the Agreement, data and other content stored in the KRIS Connected Platform will be removed from the KRIS Connected Platform. KPMG shall return Customer's Confidential Information in a .CSV file or another industry-standard format.

3. **Subscription Fees and Term.**

3.1. Customer will be billed: (i) annually in advance for any recurring or subscription fees for KRIS Connected Platform; (ii) for the Services as set forth in the applicable Statement of Work; and (iii) in arrears for any fees based on KRIS Connected Platform consumption in excess of the Use Restrictions or as they are incurred (the "Fees").

3.2. KPMG may, without liability, suspend access by Customer and Authorized Users to the KRIS Connected Platform for failure to pay undisputed amounts owed.

3.3. Each Order for KRIS Connected Platform contains the annual volume of SKUs covered by Customer's subscription fee as of the Effective Date (the "Baseline Configuration"). If, at any time during the Term, Customer's use exceeds the Baseline Configuration, then Customer shall execute an Order to purchase increased capacity or other configuration items to align the Baseline Configuration with Customer's actual use a ("Configuration Upgrade"). Configuration Upgrades may be purchased only in increments set forth in the SKU. Once a Configuration Upgrade is purchased, it is deemed part of the Baseline Configuration and may not be reduced during the Term. The Baseline Configuration may include or incorporated third party components and use of such third party components are subject to the terms of the Agreement and any applicable terms referenced in an Order.

4. **Confidential Information.**

Notwithstanding the Confidential Information obligations set forth in the MPA, with regard to Confidential Information stored within the KRIS Connected Platform, KPMG will be deemed to have exercised reasonable care so long as it materially complies with NIST 800-53 (Rev4), Internal Revenue Service (IRS) Publication 1075, NIST SP800-53A Revision 4, Health Information Technology for Economic and Clinical Health (HITECH) Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, in each case, to the extent applicable. Any specific information or data security provisions shall be construed to apply only to KPMG's internal information security environment, provided that KPMG remains responsible to you under the Agreement should any third party service provider of KPMG disclose or use Confidential Information in an unauthorized manner. Customer takes full responsibility for all security and privacy risks related to Customer Systems.

5. **Legend Requirement.** Any technology relating to the KRIS Connected Platform that Customer or any of the Customer Parties makes available for access by an Authorized User shall bear a legend on the web pages through which such technology is displayed to Authorized Users attributing the technology to KRIS, such as "Powered by KRIS," as mutually agreed by the parties. Customer gives KPMG the right to use Customer's logo for internal KPMG presentations and intranet sites. Except as permitted by law or as set forth in this Section, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof, and any such use shall require the express written consent of the owner party.

6. **Representations and Warranties**

6.1. **Conformance with Documentation.** During the Term, the KRIS Connected Platform shall conform to the applicable Documentation in all material aspects. Notwithstanding the foregoing, this provision will not apply to the extent any nonconformity results from: (1) use of the applicable KRIS Connected Platform, other than in accordance with the Documentation; (2) modifications, additions, or configurations to the KRIS Connected Platform; (3) Customer's breach of any provision of the Agreement; or (4) use of the KRIS Connected Platform in combination with any Third-Party Materials not provided by KPMG.

6.2. **Threat Detection.** KPMG shall use commercially reasonable anti-malware software to scan the KRIS Connected Platform but does not warrant that the KRIS Connected Platform will be free from viruses and/or malware. Customer agrees that Customer, and Authorized Users, shall use commercially reasonable anti-malware software to scan Customer's systems that access the KRIS Connected Platform and any information before it is uploaded to the KRIS Connected Platform.

6.3. **Additional Use Limitations** Customer agrees, covenants, represents, and warrants that it will not and will not permit Authorized Users to cause, facilitate, permit or encourage a third party to: (i) reproduce, reverse engineer, decompile, disassemble, reverse compile, create derivative works of or apply any other process or procedure to derive the source code of any software or content within the KRIS Connected Platform or any portion thereof, or perform any similar type of operation, in any fashion or for any purpose; (ii) alter, copy, modify, tamper with, repair, take any action that is likely to adversely affect the operation of the KRIS Connected

Platform; (iii) distribute, sublicense, transfer, assign, host, sell, resell, rent, exploit or lease the KRIS Connected Platform or any portion of the KRIS Connected Platform for time sharing purposes or on a service bureau basis; (iv) use the KRIS Connected Platform to defraud, defame, harass, stalk, threaten or in a manner that may infringe the rights of privacy or other intellectual property of others or otherwise violate any applicable law, rules, regulations, and contractual clauses, including, without limitation misuse data that includes any (1) “protected health information,” (2) “personal information” (3) government-issued identification numbers, (4) financial account information, (5) the combination of a username or email address along with a password or security question and answer, (6) financial account number or payment card data, or (7) “special categories of personal data”; (v) migrate, duplicate, disclose, or transfer any data or content outside of the KRIS Connected Platform except as permitted by the Documentation providing legally adequate privacy notices and obtaining any necessary consent(s); (vi) use the KRIS Connected Platform in excess of the contractual limitations in a way intended to avoid incurring fees or exceeding usage minimums or limits or in a manner not permitted by the Documentation or to circumvent its technological measures to control access; (vii) access the KRIS Connected Platform for the purpose of developing or operating products or services intended to be offered to third parties in competition with the KRIS Connected Platform, (viii) use the KRIS Connected Platform to introduce, create, use, send, store or run viruses worms, Trojan horses or other harmful code, files, scripts, agents or other programs or otherwise engage in a an act that may damage the operation of another party’s computer, property or information act or disrupt its security, integrity or operation; (ix) use the KRIS Connected Platform or any software or content within the KRIS Connected Platform for any purpose requiring fail-safe performance; or (x) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on the KRIS Connected Platform.

Appendix I to Exhibit A-1

Service Levels

KPMG will use commercially reasonable efforts to meet any service levels specified in the applicable Order. Notwithstanding the foregoing, any failure to achieve a service level will be excused if such KPMG's non-performance is caused by: (a) the acts or omissions of Customer, a third party, or any entity performing obligations on behalf of Customer ("Customer Responsible Parties"); (b) the failure or delay of Customer Responsible Parties to perform Customer's obligations under the Agreement; (c) KPMG acting in accordance with an express instruction provided by a Customer Responsible Party; or (d) use in excess of the planned capacity in the Baseline Configuration. Without limiting the foregoing, for purposes of determining compliance with the Service Levels, delays, and issues, caused by a Customer Responsible Party will be excluded from the Service Level calculation.

