

NEOSYSTEMS LLC STANDARDIZED NEOSYSTEMS.CLOUD ENCLAVE SERVICES TERMS AND CONDITIONS

These NeoSystems LLC NeoSystems.Cloud Enclave Terms and Conditions (“**NSC Enclave Terms and Conditions**”) govern the provision of Enclave Services to Client, are governed by the NeoSystems LLC General Terms and Conditions for Standardized Products and Services (“**Terms and Conditions**”) and are hereby incorporated by reference in all Quotes for Enclave Services. By purchasing and/or using NeoSystems’ Enclave Services, Client agrees to these NSC Enclave Terms and Conditions. All Capitalized Terms not otherwise defined herein shall have the meanings given them in the Terms and Conditions.

I. Scope of the Project.

- A. Statement of Services.** NeoSystems will provide Client with an Enclave Environment (as defined herein) and related Products and Services as set forth in a Quote (collectively, the “**Enclave Services**”).

II. General.

- A. Termination.** Either Party may terminate this agreement with respect to the Enclave Services (“**Enclave Agreement**”) immediately upon delivery of written notice if (a) the other Party breaches any provision of the Enclave Agreement and does not cure the breach within thirty (30) days after receiving written notice from the other Party; or (b) the other Party terminates or suspends its business. Notwithstanding the foregoing, NeoSystems may terminate or suspend the Enclave Agreement in the event of a Default under the Terms and Conditions. Upon delivery of proper notice of termination or cancellation hereunder by either party, and provided Client’s account is in good standing and Client is not in Default of this Enclave Agreement, Client will specify the date and time at which NeoSystems will disable access to the Systems. NeoSystems will then export the databases and provide them to client via secure file transfer.
- B. Changes.** NeoSystems reserves the right to make changes to the Enclave Services components if such components are no longer available to or supported by NeoSystems. Client may request changes to resource allocations or units in writing via the NeoSystems Help Desk system or a Change Order.
- C. Client Cancellation of Enclave Services for Convenience.** Client may cancel the Enclave Services at any time by providing NeoSystems ninety (90) days prior written notice provided Client’s account is in good standing. If Client cancels prior to the expiration of the then current term, Client agrees to pay NeoSystems (a) all Charges accrued as of the cancellation date; (b) an early cancellation fee in an amount equal to the Fees due for the canceled portion of the then current term (“**Early Cancellation Fee**”); and (c) the following additional Charges, if applicable: (i) for dedicated access services, any minimum bandwidth commitments and, any telephone circuit cancellation Charges; (ii) any outstanding Fees due for hardware and software licenses; (iii) any minimum volume commitments; and (iv) any outstanding Fees due for non-standard components set forth in a Quote. Such Charges will be due in full at the time of cancellation. Notwithstanding the foregoing, in the event that Client terminates this Enclave Agreement due to NeoSystems’ uncured material breach, Client will not be responsible for the Early Cancellation Fee.
- D. SLA.** The Enclave Services will be provided in accordance with the Service Level Agreement in Section V., below, provided that Client meets the requirements specified therein. **THE SERVICE LEVEL AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OR DEFECT OF THE ENCLAVE SERVICES.**
- E. Fees for Changes.** Client changes to resource allocations or units and the associated setup fees will be billed at the rates set forth in a Quote.

- III. Client Software License.** The Client knowingly asserts that it has acquired, subject to the payment of the license fees, a Client Software License to use the Hosted Applications from the Hosted Application Proprietors and that the hosting of such Hosted Applications by NeoSystems does not violate that Client Software License. The Client Software Licenses to Hosted Applications will not pass to NeoSystems, excepting that NeoSystems may have acquired the same or similar rights to the Hosted Applications for its own commercial use and that, in such cases, the use of such Hosted Applications for its own commercial use does not violate the terms of a Quote.

IV. Definitions.

- A. “Acceptable Use Policy” or “AUP”** means NeoSystems’ terms of use of the Enclave Services in effect as

of the Commencement Date accessible at: <https://www.neosystemscorp.com/wp-content/uploads/2020/08/Acceptable-Use-Policy.pdf>, as may be updated from time to time by NeoSystems, to which Client agrees to adhere as a condition of using the Enclave Services and are incorporated herein by reference.

- B. **"Availability"** means the percentage of a particular month (based on 24-hours in a day multiplied by the number of days in the subject month), less any Downtime, as measured by NeoSystems.
- C. **"Charges"** means the Fees for the Enclave Services, including without limitation the Enclave Fee, and any other charges specified in a Quote.
- D. **"Client Affiliate"** has the meaning set forth in Section 1.3 of the Terms and Conditions.
- E. **"Client Data"** has the meaning set forth in Section 1.4 of the Terms and Conditions.
- F. **"Client Software License"** means a royalty free, non-exclusive license granted by the Hosted Application Proprietors, or other third Party authorized by Hosted Application Proprietors, which grants a right to install and use the Hosted Application Proprietor's software.
- G. **"Commencement Date"** means the calendar date upon which the Hosted Application is installed within NeoSystems' infrastructure or when a server is turned over to the Client (or their designated third party) to install the Hosted Application.
- H. **"Compliance Requirements"** means (i) the requirements set forth in paragraphs (c) through (g) of DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment; (ii) standards set forth in NIST SP 800-171 Rev. 2; (iii) requirements of FAR 52.204-21 (JUN 2016); and (iv) ITAR requirements.
- I. **"Data"** has the meaning set forth in Section 1.5 of the Terms and Conditions.
- J. **"Downtime"** means a period during Hosted Application Hours during which there is total loss of an Enclave Service.
- K. **"Enclave Environment"** means the virtualized computing and storage resources managed by NeoSystems and made available to the Client and intended to be used by the Client as a single CMMC Assessment Scope as defined in the CMMC Assessment Scope, Level 2, Version 2.0, December 2021, supporting a single legal entity operating under one Commercial and Government Entity (CAGE) code.
- L. **"Enclave Fee"** means the monthly fee payable for the provision of Enclave Services as specified in a Quote..
- M. **"Federal Information Security Compliance Package"** means a hosting solution that meets (i) security requirements equivalent to those established by the Federal Risk and Authorization Management Program Moderate baseline as such requirements were defined as of August 28, 2018; (ii) the requirements set forth in paragraphs (c) through (g) of DFARS 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment; (iii) NIST SP 800-53 Rev. 4 Moderate Impact Controls; (iv) standards set forth in NIST SP 800-171 Rev. 2; (v) requirements of FAR 52.204-21 (JUN 2016); (vi) HIPAA requirements; and (vii) ITAR requirements. The Federal Information Security Compliance Package must be expressly included in a Quote to be included in the Enclave Services provided to Client.
- N. **"Hosted Application(s)"** means both those software applications for which Client has acquired a Client Software License, and those software applications for which NeoSystems has acquired a non-exclusive, royalty free license, subject to the restrictions imposed by the Intellectual Property Rights of the Hosted Application Proprietors and the terms of this Enclave Agreement.
- O. **"Hosted Application Hours"** means the hours during which the Enclave Services contemplated under a Quote are to be provided. NeoSystems will make every effort to maintain the Enclave Services at all times on a 24-hour basis excluding the Maintenance Window.
- P. **"Hosted Application Proprietors"** means all persons or entities who own the Intellectual Property Rights in the Hosted Applications or who have license rights in the Hosted Applications or any part or parts thereof and which license rights are superior to the license rights of NeoSystems and/or the Client.
- Q. **"Initial Term"** shall have the meaning set forth in a Quote.

- R. **“Intellectual Property Rights”** means all copyrights, patents, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world and for the full term thereof including all rights to renew the same, belonging to a Party or to a Hosted Application Proprietor.
- S. **“Internet Connection”** means a connection provided by an Internet Service Provider that enables individual computers or other hardware components, either individually or registered within a Local Area Network, to exchange Data over the public Internet.
- T. **“Local Area Network”** or **“LAN”** means the cabling, hardware and software components that enable the exchange of data between computers, servers, printers, scanners, and copiers registered in the Network.
- U. **“Maintenance Window”** means the period when NeoSystems will perform work on the NeoSystems infrastructure including firewalls, Network switches, operating systems, application patching. The timeframe of 4:00 AM to 6:00 AM Eastern Time is regularly scheduled for routine maintenance and may be used at NeoSystems’ discretion. When such maintenance will not fit into the 4:00 AM to 6:00 AM Eastern Time, NeoSystems will provide Client with 72-hours prior notice of planned outages. Hosted Applications may not be available to Client during planned outages. The Maintenance Window, including such regularly scheduled routine maintenance and planned outages, is excluded from Hosted Application Hours.
- V. **“NeoSystems.Cloud”** means the physical and virtualized Network, computing, and storage resources used by NeoSystems to provide Services and to host Client’s Hosted Applications.
- W. **“NeoSystems Hardware”** means the hardware used by NeoSystems and under its control to provide the Enclave Services, including any computer hardware acting as system server(s), and which hardware may be modified, added to, or replaced during the Term of the relevant Quote.
- X. **“NeoSystems Provided Equipment”** has the meaning set forth in Section 1.14 of the Terms and Conditions.
- Y. **“Network”** means a network comprising all or any of the modems, routers, leased circuits and other communications hardware and software that may be modified, added to, or replaced during the Term.
- Z. **“Production System”** refers to a system deployed within NeoSystems hosting environment that contains Client Data and excludes systems such as archive, development, and test systems.
- AA. **“Professional Services”** has the meaning set forth in Section 1.18 of the Terms and Conditions.
- BB. **“Renewal Term”** shall have the meaning set forth in a Quote. CC. **“Response Time”** is the amount of time measured in seconds for the first log-in web page to load via HTTPS as measured by NeoSystems.
- CC. **“Service Interruption”** means a period during Hosted Application Hours during which there is loss of use of any of the Hosted Applications as set forth in a Quote.
- DD. **“Service Interruption Notification”** means a written notice issued by Client to NeoSystems that identifies the occurrence of a Service Interruption as defined above. Such written notice may be delivered to NeoSystems by email via NeoSystems’ Help Desk System accessible at: <http://support.neosystemscorp.com>.
- EE. **“Service Level Agreement”** or **“SLA”** shall have the meaning set forth in Section II.D (SLA).
- FF. **“Support Services”** means Professional Services given to Client in support of ongoing functional use of the Hosted Applications as set forth in a Quote. This does not include time associated with the restoration of Enclave Services in the case of an outage, unless that outage was related to diagnosing a Client’s Internet or LAN issue.
- GG. **“Systems”** means, for purposes of this Enclave Agreement, the Hosted Applications, the NeoSystems Hardware, and the NeoSystems Provided Equipment as the same operates together in the provision of the Enclave Services contemplated in a Quote.
- HH. **“Term”** means the Initial Term together with any Renewal Term.
- II. **“Ticket”** means a request made by the Client for assistance or to make changes by sending an email to support@neosystemscorp.com, customer portal at <https://neosystems.myportallogin.com/>, or via phone 571-234-5027. By submitting a Ticket, the Client agrees to bear the pricing and scheduling impacts of such Ticket.

V. **Service Level Agreement.**

- A. **Coverage; Definitions.** This Service Level Agreement (“SLA”) applies to Client for Enclave Services of

Production Services furnished under this Enclave Agreement provided that Client is not in Default under this Enclave Agreement. As used herein, the term “Response Time” means the percentage of measurements in a particular month that the first page load time exceeds the stated response time via HTTPS, as measured by NeoSystems.

- B. Service Level Availability.** NeoSystems’ goal is to maintain 100% Availability for all customers. Subject to subsections D (Exceptions) and E (Credit Request and Payment Procedures), if the Availability of the Service is less than 100%, NeoSystems will issue a credit to Client in accordance with the following schedule, with the credit being calculated on the basis of the Client’s monthly Services Charges for only the affected Services:

Service Availability for Services	Credit Percentage
100% to 98.9%	0%
<98.9% to 95.0%	10%
<95% to 90.0%	25%
<90 to 85.0%	50%
<85% or below	100%

- C.** The Availability Calculation is as follows: $\text{Service Availability \%} = 1 - (\text{Downtime (hours)}) / (24 \text{ hours} \times \text{number of days})$.

- D. Exceptions.** Client will not receive any credits under this SLA in connection with any failure or deficiency of Availability caused by or associated with:

1. Circumstances beyond NeoSystems’ reasonable control, including, without limitation, a force majeure event under Section 13.15 of the Terms and Conditions, or virus attacks or security breaches caused by Client’s or Client Affiliates’ acts or omissions.
2. Scheduled maintenance and emergency maintenance and upgrades.
3. DNS issues outside the direct control of NeoSystems, including DNS propagation.
4. Issues with Client’s or Client’s customers’ FTP, FTPS, SFTP, POP, or SMTP access.
5. False SLA breaches reported as a result of outages or errors of any NeoSystems’ measurement system or
6. NeoSystems’ corporate Internet Connection between monitoring equipment and the data center.
7. Client’s acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., SQL, CGI, Perl, HTML, ASP, etc.), any negligence or willful misconduct.
8. Outages elsewhere on the Internet that hinder access to Enclave Services. NeoSystems will guarantee only those areas considered under the control of NeoSystems: NeoSystems’ links to the Internet, NeoSystems’ routers, and NeoSystems’ servers.

- E. Credit Request and Payment Procedures.**

1. To receive a credit, the Client must make a request by sending an e-mail message to

“support@neosystemscorp.com.” The e-mail message MUST contain the phrase “SLA Credit Request” in the Subject line. Each request in connection with this SLA must include the dates and times of the unavailability of the Services and must be received by NeoSystems within thirty (30) calendar days after the Service became unavailable. If the unavailability is confirmed by NeoSystems, credits will be applied within two billing cycles after NeoSystems’ receipt of the Client’s credit request. Credits are not refundable and can be used only towards future billing Charges.

2. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will not exceed the total Enclave Fee paid by Client for such month for the affected Services. Credits are exclusive of any applicable taxes charged to Client or collected by NeoSystems and are Client’s sole and exclusive remedy with respect to any failure or deficiency in the Services Availability or Response Time.

Version 1