

VIRTUCRYPT TERMS AND CONDITIONS

1. Definitions. Unless otherwise specified, capitalized terms used in this Terms and Conditions shall have the meanings set forth in this Section 1.

1.1 “Service Activation Date” shall mean the date on which the VirtuCrypt Services have been activated, which shall commence the earliest of (i) the date identified in this Service Order Form, (ii) the date that VirtuCrypt informs Customer that the Service is ready for use, or (iii) the date Customer first uses the Service.

1.2 “Emergency Maintenance” shall mean downtime of the VirtuCrypt Service Infrastructure, as applicable, due to application of urgent patches, fixes, or other urgent maintenance. VirtuCrypt will use reasonable efforts to notify Customer (e-mail being sufficient) as soon as it is possible.

1.3 “Monthly Fees” shall mean the (i) Recurring Fees in the case of a monthly billing frequency; (ii) Recurring Fees multiplied by three (3) in the case of a quarterly billing frequency; and (iii) Recurring Fees multiplied by twelve (12) in the case of annual billing frequency.

1.4 “Monthly Timeframe” shall mean each calendar month, beginning and ending at 0000 Coordinated Universal Time (“UTC”), for which VirtuCrypt provides the VirtuCrypt Services.

1.5 “Per Minute Service Fee” shall mean the Monthly Fee divided by 43,000 minutes.

1.6 “Planned Maintenance” shall mean scheduled maintenance that may result in downtime for the VirtuCrypt Service Infrastructure. VirtuCrypt will notify Customer (e-mail being sufficient) at least forty-eight (48) hours in advance of any Planned Maintenance.

1.7 “VirtuCrypt Authorized Users” means VirtuCrypt authorized users who have been granted access to use the VIP Dashboard.

1.8 “VirtuCrypt Intelligence Portal (VIP) Dashboard” (the “VIP Dashboard”) means the customer portal through which Customer may, among other things, access VirtuCrypt Services.

1.9 “VirtuCrypt Service Infrastructure” shall include, but not be limited to, the database, VirtuCrypt servers, application servers, application gateways, network devices, software, specifications, protocols, IP addresses, configurations, routing data and processes, and any other tangible or intangible asset used by VirtuCrypt.

1.10 “VirtuCrypt Service Outage Time” shall mean, in the event that VirtuCrypt determines in its sole discretion that a Service Level was not met, the number of minutes recorded from the time a trouble ticket is first opened by VirtuCrypt in response to Customer’s claim that a Service Level was not met through the time when VirtuCrypt resolves the issue with a final fix or temporary work around within the applicable Monthly Timeframe.

2. Fees. Customer shall pay the fees set forth in Table 1 above and shall pay all invoiced amounts in accordance with Section 2(c) of the MSA (except as otherwise noted below). Notwithstanding anything in the Agreement to the contrary, in the event that VirtuCrypt determines that Customer will not be granted net credit terms at the outset and/or Customer exceeds its credit limit during the Term, then VirtuCrypt may, in its sole discretion require (i) that payment be due upon receipt of invoice; and/or (ii) prepayment. In such cases, VirtuCrypt will send written notice to Customer and such written notice shall be incorporated by reference into this Service Order Form.

2.1 Non-Recurring Fee. The Non-Recurring Fees for the VirtuCrypt Services are one-time fees which are invoiced (and non-refundable) following the Service Activation Date.

2.2 Recurring Fees. Following the Service Activation Date, VirtuCrypt will invoice Customer in advance for the Recurring Fees in accordance with the billing frequency (monthly, quarterly, annually) described in the column entitled "Description" in Table 1 above.

3. Suspension for Nonpayment; Fees for Collection Efforts. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that VirtuCrypt may suspend performance of and/or access to any or all of the VirtuCrypt Services, discontinue the provision of any or all of the VirtuCrypt Services, or terminate this Service Order Form in its entirety for non-payment or repeated late payment of the fees upon providing twenty-four (24) hours prior written notice (which may be via e-mail) of its intent to do so. In addition to any other remedies VirtuCrypt may have under the Agreement, Customer will be responsible for, and reimburse VirtuCrypt for, any and all costs, expenses and fees associated with efforts to collect unpaid amounts including, but not limited to, third party collection agency fees and reasonable attorneys' fees.

4. Term. This Service Order shall commence upon the Service Order Form Effective Date and shall continue for the number of months from the Service Activation Date as set forth above (the "Initial Term"). Upon expiration of the Initial Term, this Service Order Form will automatically renew for successive twelve (12) month periods (each a "Renewal Term" and, together with the Initial Term, the "Term") unless either party provides written notice to the other party thirty (30) days prior to the end of the Initial Term or then current Renewal Term of its intent to terminate this Service Order Form.

5. Overage Fees. Overage fees ("Overage Fees") may apply in addition to the Recurring and Non-Recurring Fees set forth in Table 1.

6. Customer Obligations. As a condition to VirtuCrypt providing Customer with the VirtuCrypt Services set forth herein, Customer acknowledges and agrees that it is solely responsible for the following:

6.1 Cooperation. Customer shall provide VirtuCrypt with reasonable access, cooperation, and timely and accurate information.

6.2 Changes; Authorizations; Fees. Upon request, Customer will make changes or direct its service providers to make changes to existing network equipment and/or infrastructure in order to enable VirtuCrypt to provide the VirtuCrypt Services. Customer will be responsible for obtaining all necessary authorizations and permissions to effect such changes, and Customer will also be responsible for all fees or charges (if any) for making such changes.

6.3 VIP Dashboard User Accounts. Customer is responsible for (i) appointing VirtuCrypt Authorized User(s) to access the VirtuCrypt Services via the VIP Dashboard; (ii) all actions (including security breaches) occurring as a result of or related to the use of user names and passwords assigned to Customer's VirtuCrypt Authorized Users; (iii) ensuring that its VirtuCrypt Authorized Users keep their user names and passwords confidential and comply with the applicable terms of the Agreement; and (iv) timely and prudently delete or remove any VirtuCrypt Authorized User from the VIP Dashboard once Customer determines that such user is no longer authorized (for any reason) to access the VIP Dashboard.

6.4 Acceptable Use Policy. Customer shall not use, nor shall it permit others to use, the VirtuCrypt Services: (i) for any unlawful, infringing, defamatory, or fraudulent purpose; (ii) to transmit obscene, harassing or otherwise objectionable material, whether or not such material is constitutionally protected (iii) to send any virus, worm, Trojan horse or harmful code or attachment; (iv) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; (v) so as to materially interfere

with or disrupt VirtuCrypt's network or third party networks connected to VirtuCrypt's network; and/or (vi) in a manner that is inconsistent with the Agreement, any applicable laws, including without limitation those relating to: (a) import, export and re-export of commodities, materials, technical data and software, (b) health and safety, (c) labor and employment, (d) the environment, and (e) use, treatment, disposal and handling of hazardous chemicals and materials, or any reasonable testing procedures and/or user guides which may be provided or posted by VirtuCrypt in writing from time to time. If VirtuCrypt determines, in its sole discretion, that Customer has failed to comply with any part of the Acceptable Use Policy set forth in this Section 6.4, or undertakes or attempts to undertake any of the prohibited activities described herein, Customer agrees that VirtuCrypt may immediately take corrective action which includes, but is not limited to, (a) restricting transmission of material; (b) suspending the VirtuCrypt Services; and/or (c) terminating the Agreement or any part thereof. Such corrective action is in addition to any other rights VirtuCrypt may have under the Agreement or under law, and VirtuCrypt shall have no liability with respect to any action taken, or inaction, in connection with the Acceptable Use Policy set forth herein. VirtuCrypt may provide Customer with notice that VirtuCrypt intends to take action under the Acceptable Use Policy set forth herein but is not required to do so. Customer acknowledges that VirtuCrypt shall not be responsible for any failure to deliver the VirtuCrypt Services resulting from factors outside of VirtuCrypt's reasonable control including, but not limited to, any failure on the part of Customer to comply with the Acceptable Use Policy set forth in this Section 6.4 and/or any non-performance or improper performance by Customer or any third parties.

7. License Grants.

7.1 VirtuCrypt License Grant. During the Term, VirtuCrypt grants to Customer, and Customer accepts, a limited, non-exclusive, non-transferable, non-sublicensable license for the VirtuCrypt Authorized Users to access and use (i) the VIP Dashboard solely in accordance with the terms and conditions herein and any applicable instructions or documentation provided by VirtuCrypt for the purposes of (a) viewing and managing Customer's account and the data therein; and (b) using and accessing the VirtuCrypt Services; and (ii) any and all VirtuCrypt Services, and (iii) the VirtuCrypt Service Infrastructure.

7.2 Restrictions. The rights granted by VirtuCrypt pursuant to Section 7.1 above shall be subject to and conditioned upon the following:

7.2.1 Customer acknowledges and agrees that access to and use of the VirtuCrypt Services shall be limited to Customer and the VirtuCrypt Authorized Users and shall not extend to any of Customer's customers/end-users or other third parties. Customer is expressly prohibited from permitting either direct or indirect use of the VirtuCrypt Services by any third party. Customer will not resell or distribute any of the VirtuCrypt Services or any copy thereof to any customer, end-user, or other third party.

7.2.2 Customer may not under any circumstance attempt to create a substitute service or product through the use of the VirtuCrypt Services.

7.2.3 Customer shall not modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the VirtuCrypt Services. VirtuCrypt retains all Intellectual Property Rights (as defined in the MSA), title to and interest in all other information, data, content, software, systems, infrastructure, ideas, concepts, techniques, processes, configurations or other intellectual property embodied in or used or practiced in connection with the VirtuCrypt Services. All such intellectual property of VirtuCrypt is deemed Confidential Information subject to Section 5 of the MSA.

7.2.4 Customer will not combine any software with any code or software licensed under the GNU General Public License ("GPL") or any other open source license, in any manner that could cause, or could be

interpreted or asserted to cause, such software (or any modifications thereto) to become subject to the terms of the GPL or such other open source license.

8. Upgrading VirtuCrypt Services. Customer may upgrade its VirtuCrypt Services by adding services or enhancements during the Term of this Service Order Form. If Customer upgrades its VirtuCrypt Services, this Service Order Form will be amended to incorporate such upgrade.

9. Protection of VirtuCrypt Service Infrastructure. In case of any event not within VirtuCrypt's control which causes interruption of the VirtuCrypt Service Infrastructure, degrades the performance of the VirtuCrypt Service Infrastructure, or in any other way interferes with the use of the VirtuCrypt Service Infrastructure by VirtuCrypt's customers or the provision of such by VirtuCrypt to its customers (a "Disrupting Event"), VirtuCrypt may immediately and without prior notice suspend the VirtuCrypt Services to Customer where VirtuCrypt has a reasonable belief that the Disrupting Event involves or is directed at Customer. Within twenty-four (24) hours of any such suspension (or sooner if reasonably practicable), VirtuCrypt will notify Customer (e-mail being sufficient) of the suspension and of the Disrupting Event. Customer agrees that, if notified of such a suspension, it will cooperate with VirtuCrypt in good faith to determine the cause of, and resolve, the Disrupting Event if possible.

10. Effect of Termination. In the event of expiration of the Term or termination of this Service Order Form, the VirtuCrypt Services will be terminated on the date on which the Term expires or the date on which the VirtuCrypt Services are terminated by VirtuCrypt or Customer in accordance with the Agreement, as applicable. Customer is solely responsible for procuring any new or replacement services upon termination or expiration. For avoidance of doubt, VirtuCrypt will terminate Customer's access to the VIP Dashboard, VirtuCrypt Services, and VirtuCrypt Service Infrastructure as of the date of expiration or termination, as applicable. In the event that Customer terminates this Service Order Form prior to the expiration of the Term, Customer will be responsible for paying the balance of all monies due for the remaining Term of this Service Order Form, in which case the balance of all monies due for the unexpired Term of this Service Order Form shall become immediately due and payable, together with interest at the maximum legally allowable rate. In the event VirtuCrypt terminates this Agreement due to Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due for the unexpired Term of this Service Order Form shall become immediately due and payable, together with interest at the maximum legally allowable rate.

11. Customer's Additional Indemnification Obligations. In addition to Customer's indemnification obligations set forth in the MSA, Customer shall indemnify, defend and hold harmless VirtuCrypt and its officers, directors, agents, employees, contractors, successors and assigns (the "VirtuCrypt Parties") from and against any and all third party claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), judgments, and costs and expenses (including reasonable attorneys' fees and expenses) incurred by any VirtuCrypt Party arising out of, or directly or indirectly relating to (a) Customer's breach or alleged breach of Section 6.4 (Acceptable Use Policy) or action taken, or inaction, by VirtuCrypt in connection with the Acceptable Use Policy; or (b) use or failure of Customer's services. The limitation of liability set forth in Section 8(A) of the MSA shall not apply to the indemnification obligations set forth in this Section 11. Additionally, this Section 11 shall survive termination or expiration of this Service Order Form.

12. DISCLAIMERS. NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, THE VIRTUCRYPT SERVICES AND VIRTUCRYPT SERVICE INFRASTRUCTURE ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT ANY WARRANTY WHATSOEVER.

13. Service Level Agreement.

13.1 Service Levels. VirtuCrypt shall provide Customer with the following service levels (the “Service Levels”) for the VirtuCrypt Services:

Service Component	Service Level	Service Level Credit*
Production Processing – minimum 6 cloud HSMs in two data centers (3 per data center)	99.999%	VirtuCrypt Service Outage Time x 2 (Per Minute Service Fee).
Production Processing – 4 cloud HSMs in two data centers (2 per data center)	99.99%	VirtuCrypt Service Outage Time x 2 (Per Minute Service Fee).
Production Processing – 2 cloud HSMs in a single data center	99.9%	VirtuCrypt Service Outage Time x 2 (Per Minute Service Fee).

*All Service Level Credits will be rounded up to the nearest cent.

The Service Levels do not apply (i) during Planned Maintenance or Emergency Maintenance or (ii) in situations where (a) Customer does not make changes required by VirtuCrypt (including, but not limited to, changes required as a result of Planned or Emergency Maintenance); (b) factors outside of VirtuCrypt’s control (including, but not limited to, a Disrupting Event, a force majeure event, Customer’s failure to comply with Section 6); (c) VirtuCrypt’s failure to meet a Service Level was caused by or resulted from Customer’s failure to perform its responsibilities hereunder; or (d) Customer has not paid VirtuCrypt all amounts due or is otherwise not in full compliance with the Agreement.

13.2 Reporting. In order to receive a Service Level Credit, (i) Customer must make a claim in writing (which may be in the form of an e-mail) to VirtuCrypt’s Customer Service within ten (10) days of the date on which it believes the particular Service Level was not met; and (ii) VirtuCrypt must confirm – in writing (which may include e-mail) – that the particular Service Level was not met. VirtuCrypt’s records will control for the purposes of (a) confirming whether a Service Level was not met; and (b) determining the VirtuCrypt Service Outage Time in the event that VirtuCrypt does confirm that a Service Level was not met. VirtuCrypt will make all credit determinations in its reasonable discretion and will notify Customer of its decision; *provided, however*, that VirtuCrypt shall have no obligation to issue Service Level Credits in excess of the Monthly Fees payable by Customer for the Monthly Timeframe preceding the Monthly Timeframe during which VirtuCrypt failed to meet the Service Level (which must be confirmed by VirtuCrypt as set forth above). If any request for a Service Level Credit is rejected, the notification (which may be done via e-mail) will contain the reasons for such rejection.

13.3 Sole and Exclusive Remedy for Failure to Achieve Service Levels. Notwithstanding anything to the contrary in the Agreement, the foregoing Service Level Credits are Customer’s sole and exclusive remedy for VirtuCrypt’s failure to meet any Service Level.

14. Survival of Terms. The following provisions shall survive any expiration or termination of this Agreement: (i) Section 1 (Definitions) of the Terms and Conditions; (ii) Section 2 (Fees) of the Terms and Conditions; (iii) Section 7.2.2, 7.2.3 and 7.2.4 (Restrictions) of the Terms and Conditions; (iv) Section 9 (Effect of Termination) of the Terms and Conditions; (v) Section 11 (Customer’s Additional Indemnification Obligations) of the Terms and Conditions; (vi) Section 12 (Disclaimers) of the Terms and Conditions; and (vii) any other provisions of this Service Order Form which, by their nature, were intended by the Parties to survive any expiration or termination of this Agreement.