ACCESS BUSINESS TECHNOLOGIES, LLC

TERMS AND CONDITIONS

Application Service Provider Terms and Conditions (ASPTC) • **Version 19.1**, last updated October 31, 2026

The current version of these Terms is maintained at https://www.myabt.com/legal/ASPTC.pdf. The version of these Terms that applies under Section 30 is incorporated by reference into each Agreement between ABT and Client. By executing an Order Form or other Agreement that references these Terms, or by accessing or using the Services, Client agrees to be bound by these Terms.

1. SCOPE OF SERVICES

Access Business Technologies, LLC ("ABT") provides software, technology, and managed services to Client as described in an Agreement. Services are delivered through a combination of: (a) Microsoft-managed infrastructure, for Microsoft 365 and related cloud services where ABT serves as a Tier-1 Microsoft Cloud Solution Provider and *manages* Client's tenant on Microsoft-hosted infrastructure; and (b) ABT-operated environments hosted in Microsoft Azure, for third-party and ABT-developed applications such as Calyx PointCentral, MortgageExchange, MortgageWorkSpace virtual desktops, and related hosted services. These Terms and Conditions ("Terms") apply to all Services provided by ABT.

Client may decrease a subscription quantity by providing written notice received by ABT at least thirty (30) calendar days before the applicable subscription renewal date, provided that the decrease is permitted under the applicable third party's terms and does not reduce the quantity below the quantity specified in the initial Order Form executed by Client (the "original subscription quantity"). Any decrease takes effect only as of the next renewal date, does not result in credits for the current subscription period, and does not reduce Client's obligations under Section 6.5.

ABT may, at its sole discretion, add, modify, or remove features or functionality from any Service, provided that such modifications do not materially reduce the core functionality, or materially degrade the security, compliance, audit-logging, data-retention, or data-export capabilities, of the Service subscribed to by Client during the then-current Term.

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2. DEFINITIONS

"**ABT**" means Access Business Technologies, LLC, a California limited liability company.

"**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party, where "control" means direct or indirect ownership of more than fifty percent (50%) of the voting interests or, for an entity without conventional voting interests, the equivalent power to direct its management and policies.

"**Agreement**" means any executed agreement, Order Form, statement of work, or similar document between ABT and Client that incorporates these Terms by reference and, if no such document exists, the agreement formed when Client accepts these Terms by accessing or using the Services.

"**AI Output**" means any content, text, code, image, audio, video, summary, translation, recommendation, prediction, score, classification, decision-support signal, or other output, result, or action generated, produced, taken, or initiated by or through AI Services.

"**AI Providers**" means third-party providers of artificial intelligence, machine learning, or large language model services used by ABT in connection with AI Services, including without limitation Microsoft Corporation and OpenAI, L.L.C.

"**AI Services**" means any artificial intelligence, generative AI, or large language model features, capabilities, agents, plugins, or connectors that ABT provides, enables, configures, or uses as part of or in performing the Services, including without limitation Microsoft Copilot integrations, ABT-configured AI workflows, AI agents and their plugins and connectors (including Model Context Protocol servers), AI capabilities included in ABT products, AI work ABT performs at Client's request, and AI that ABT builds or configures to make decisions in performing the Services, including under Section 37. AI Services exclude machine learning that operates inside a Third-Party Service, or inside conventional security, filtering, or detection tools, as an ordinary part of how that service or tool works; the Sections that govern that Service or Third-Party Service govern it, except that the output of that machine learning is AI Output for purposes of Sections 32.2 and 32.8, which control over any conflicting provision of the Sections that govern that Service or Third-Party Service.

"**Business Hours**" means the standard support hours set forth in Exhibit A.

"**Client**" means the entity or individual that executes an Agreement with ABT or accepts these Terms by accessing or using the Services.

"**Client Data**" means data, files, and content submitted by Client or Client's End Users to ABT systems in connection with the Services.

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"**Cloud**" means internet-accessible computing resources (including virtual servers, storage, networking, software, and managed services) delivered over the internet through a provider's data center infrastructure. As used in these Terms, "Cloud" encompasses both Microsoft Azure (a third-party public cloud platform on which ABT hosts certain applications) and the Microsoft-hosted infrastructure through which ABT manages Microsoft 365 tenants.

"**Confidential Information**" means: (i) ABT proprietary information, trade secrets, software, technical information, business plans, and pricing; (ii) Client Data; and (iii) information that is marked "Confidential" or that a reasonable person would consider confidential given the nature and circumstances of disclosure. The exceptions in Section 19.2 apply.

"**De-identified Data**" means data that cannot reasonably be used to infer information about, or otherwise be linked to, an identified or identifiable individual or household, and that ABT maintains and uses in accordance with the de-identification commitments in Section 15.

"**Effective Date**" means the date stated in the Agreement or, if none is stated, the earlier of Client's acceptance of these Terms and Client's first use of the Services.

"**End Users**" means Client's, or its Affiliates', employees, contractors, agents, and other individuals authorized by Client to use the Services.

"**Fees**" means all amounts payable under an Agreement or these Terms.

"**Order Form**" means an ordering document or online order executed by Client that specifies the Services, quantities, fees, and Term, and that incorporates these Terms by reference.

"**Personal Data**" means information within Client Data that identifies, relates to, or could reasonably be linked with an identified or identifiable individual, and that is regulated as "personal data," "personal information," or "nonpublic personal information" under applicable law.

"**Security Incident**" means a confirmed unauthorized acquisition of, or unauthorized access to, unencrypted Client Data in ABT's possession or control that compromises the security, confidentiality, or integrity of such Client Data. A Security Incident does not include unsuccessful attempts or activities such as pings, port scans, denial-of-service attacks, or other events that do not compromise Client Data.

"**Services**" means the software, technology, and managed services provided by ABT pursuant to an Agreement, including AI Services.

"**Sub-processor**" means a third party engaged by ABT that processes Personal Data within Client Data in connection with the Services, as further addressed in Exhibit D.

"**Subscription**" means a time-limited right to access and use ABT's Services as specified in an Agreement.

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"**Term**" means the duration of an Agreement, including any renewal periods.

"**Third-Party Services**" means software, platforms, or services provided by a third party that are integrated with, accessed through, or used in connection with the Services, including without limitation Microsoft 365, Microsoft Azure, and AI Providers.

3. SECURITY AND PRIVACY

3.1 Security Program. ABT maintains a written information security program with administrative, technical, and physical safeguards designed to protect Client Data from unauthorized access, disclosure, alteration, or destruction, consistent with the nature of the Client Data processed and with ABT's obligations under the Gramm-Leach-Bliley Act (GLBA) Safeguards Rule as applicable. ABT's safeguards are independently assessed as described in Sections 25 and 29.

3.2 Privacy Compliance. ABT acts as a service provider, processor, or contractor (as those terms are defined under applicable privacy laws) with respect to Personal Data within Client Data, and ABT's processor obligations are set forth in the Data Processing Addendum attached as Exhibit D. ABT will not sell, rent, or trade Client Data, and will not retain, use, or disclose Personal Data within Client Data except as necessary to provide the Services, as permitted by Exhibit D, or as required by law. ABT's use of Client Data to operate and improve the Services is limited as set forth in Section 15.

3.3 Security Incident Notification. In the event of a Security Incident, ABT will: (a) notify Client without undue delay and, where feasible, no later than thirty-six (36) hours after ABT determines that a Security Incident involving Client Data has occurred, with the information then reasonably available (an "Initial Notice"); and (b) provide a more detailed report describing the nature of the Security Incident, the categories of Client Data involved, and the remediation steps taken or planned as the investigation reasonably develops and, where feasible, no later than seventy-two (72) hours after ABT determines that the Security Incident has occurred. ABT will cooperate with Client's reasonable requests in connection with any Security Incident. The notification timeframes in this Section are designed to support Client's own regulatory notification obligations, including the federal banking agencies' 36-hour computer-security incident notification rule and the NCUA 72-hour cyber-incident notification rule, as applicable to Client. In addition, ABT will notify Client as soon as reasonably practicable after ABT determines that a Service disruption or degradation has materially affected, or is reasonably likely to materially affect, covered Services provided to Client for four (4) or more hours, whether or not a Security Incident is confirmed, so that Client may evaluate its own notification obligations. The notification timeframes in this Section are contractual commitments by ABT to support Client's regulatory obligations and are not a representation that ABT is itself directly subject to the referenced regulators' deadlines.

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3.4 Security Standard of Care; Attestation Presumption. ABT's obligation with respect to the security of Client Data is to maintain the commercially reasonable safeguards described in this Section 3 and assessed through the reports described in Sections 25 and 29, and is not a guarantee that Client Data will at all times be free from unauthorized access. ABT's maintenance, at the time of a Security Incident, of a current SOC 1 Type II report containing a security-controls section, or of a current SOC 2 examination (Type I or Type II), in either case covering the relevant security controls, creates a rebuttable presumption that ABT exercised reasonable care and met the applicable standard of care for safeguarding Client Data. ABT will make a summary of the applicable report available to Client on written request, in the form and on the terms provided in Section 25. Where ABT holds more than one such report, the presumption is established by any one of them, and includes any SOC 2 Type II report ABT holds or later obtains, without further amendment to these Terms. Client may rebut this presumption with evidence that ABT failed to exercise reasonable care with respect to the safeguards at issue. ABT has no liability under this Section for a Security Incident to the extent it results from Client's own acts or omissions, including Client's or its End Users' failure to maintain the security-baseline configurations required by Section 9, disclosure or misuse of credentials, or modification of security settings contrary to ABT's recommendations. This Section 3.4 establishes a standard of care and evidentiary presumption only. It does not create any warranty, indemnification obligation, uncapped-liability category, or exception to Section 11. All liability arising from or related to this Section is governed by Section 11, including Section 11.4. Nothing in this Section excludes or limits liability that cannot be excluded or limited under applicable law, including to the extent California Civil Code Section 1668 so provides, and this Section will be construed, and if necessary reformed, to comply with that Section.

4. ACCEPTABLE USE

Client agrees to use the Services only for lawful purposes and in accordance with these Terms. Client will not, and will not permit any End User to, use the Services to: (a) violate any applicable law or regulation; (b) transmit harmful, offensive, or illegal content; (c) attempt to gain unauthorized access to ABT systems or third-party systems; (d) interfere with or disrupt the Services or the infrastructure on which they run; (e) conduct competitive intelligence against ABT or benchmark the Services for a competing offering; (f) engage in prohibited AI uses as set forth in Section 32.6; or (g) introduce malicious code or use the Services in violation of any applicable acceptable use policy of ABT or a Third-Party Services provider. ABT reserves the right to suspend Services immediately upon discovery of a violation of this Section that ABT reasonably believes poses a security, legal, or operational risk, and to terminate Services upon written notice. ABT will use commercially reasonable efforts to limit any suspension in scope and duration to that necessary to address the underlying risk.

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5. SUPPORT SERVICES

ABT will provide technical support to Client during Business Hours as set forth in Exhibit A. Support is available via telephone, email, and ticketing system as specified in the Agreement. ABT will use commercially reasonable efforts to respond to support requests based on the severity rating set forth in Exhibit B. Emergency support outside Business Hours is available for Critical and High severity issues as described in Exhibit A.

6. FEES AND PAYMENT

6.1 Subscription Fees. Client agrees to pay ABT the fees set forth in the Agreement. Fees are invoiced monthly in advance unless otherwise specified.

6.2 Payment Terms. All invoices are due and payable within thirty (30) calendar days of the invoice date. Amounts not paid when due are subject to a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, accruing from the original due date until paid.

6.3 Taxes. Fees do not include applicable taxes. Client is responsible for all sales, use, excise, and similar taxes imposed by any governmental authority with respect to the Services, excluding taxes on ABT's net income.

6.4 Disputed Invoices. Client must notify ABT in writing of any disputed invoice within thirty (30) calendar days of the invoice date, except that this period does not apply to a billing error that Client could not reasonably have discovered within that period, or to taxes. If Client does not timely dispute an invoice, Client waives its right to dispute that invoice except as provided in the preceding sentence. The parties will work in good faith to resolve any disputed amounts, and Client will timely pay all undisputed amounts.

6.5 Third-Party Subscription Commitments. Certain Services require ABT to procure subscriptions, licenses, or commitments from Microsoft or other third parties on Client's behalf and at Client's direction (each, a "Subscription Commitment"). Subscription Commitments may carry fixed terms (for example, monthly, annual, or multi-year) that are non-cancellable for their committed term under the applicable third party's terms, and for which ABT is itself financially responsible to the third party. Accordingly, Client is responsible for, and will pay, all fees for each Subscription Commitment that Client orders or authorizes through ABT, for the full committed term and at the applicable published or quoted rates, regardless of Client's actual usage and regardless of any termination, suspension,

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expiration, or non-renewal of an Agreement or of any individual Service for any reason. Client's obligation to pay for Subscription Commitments through their committed terms survives termination or expiration of the Agreement. Where the applicable third party permits, ABT will use commercially reasonable efforts to transfer or assign a Subscription Commitment to Client or Client's designated provider upon termination, but ABT is not required to release, absorb, or refund any non-cancellable Subscription Commitment cost. This Section 6.5 controls over any other provision of these Terms that provides for a refund of prepaid fees or for termination without charge, to the extent of any conflict concerning Subscription Commitments.

6.6 Collection Costs. If ABT is required to pursue collection of any amount that is past due under an Agreement, Client will reimburse ABT for its reasonable costs of collection, including reasonable attorneys' fees, court or arbitration costs, and collection-agency fees, whether or not formal proceedings are commenced. This Section applies specifically to the collection of past-due amounts owed to ABT and is in addition to the late-payment charge in Section 6.2.

6.7 Guaranty. Where an Agreement includes a guaranty by an owner, officer, or other guarantor of Client (a "Guarantor"), the Guarantor guarantees the full and prompt payment and performance of Client's obligations under the Agreement; this is a guaranty of payment and performance, not merely of collection. To the extent permitted by law, the Guarantor waives suretyship defenses, including any requirement that ABT first proceed against Client or any collateral, and notice of acceptance, default, or amendment, and the Guarantor's obligations continue notwithstanding any extension, modification, or restructuring of Client's obligations. The specific Guarantor and the obligations guaranteed are identified in, and the guaranty is executed as part of, the applicable Agreement.

6.8 Implementation and Onboarding Fees. Unless an Agreement specifies otherwise, ABT will schedule implementation, onboarding, or deployment of a Service upon ABT's receipt of one hundred percent (100%) of the applicable implementation or onboarding fees and the first period's subscription fees. Implementation and onboarding fees are non-refundable once ABT begins the corresponding work. An Agreement may specify alternative or milestone-based billing.

6.9 Payment Security. If Client fails to pay undisputed amounts when due and the failure continues for sixty (60) calendar days, or if Client has been past due on undisputed amounts more than twice in any rolling twelve-month period, ABT may require Client to maintain a credit balance with ABT equal to three (3) times the highest monthly invoice issued to Client in the preceding twelve (12) months. ABT will apply the balance against amounts due and will return any unapplied portion within thirty (30) calendar days after the later of the end of the Term or payment in full.

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6.10 Payment Method. Client will maintain a valid ACH authorization for recurring fees. ABT may charge a processing fee, at its then-current posted rate, for payment by any other method.

7. TERM AND RENEWAL

Each Agreement specifies its initial Term (the "Original Term"). If an Agreement is entered into without a Term expressly specified in it, the Original Term is twelve (12) months. Unless otherwise specified, Agreements automatically renew for successive periods each equal in length to the then-current Term, at ABT's then-current published rates, unless either party provides written notice of non-renewal within the applicable notice window before the end of the then-current Term. The required non-renewal notice scales with the Original Term: at least thirty (30) days' notice for an Original Term of thirty (30) days; at least ninety (90) days' notice for a twelve (12) month Term; at least one hundred twenty (120) days' notice for a twenty-four (24) month Term; and at least one hundred eighty (180) days' notice for a Term of thirty-six (36) months or longer; and, for any other Term, the notice period for the longest Term listed above that does not exceed it. If ABT increases fees for a renewal period, ABT will provide at least thirty (30) days' written notice of such increase prior to the renewal date.

8. TERMINATION

8.1 Termination for Cause by Client. Client may terminate an Agreement if ABT materially breaches the Agreement and fails to cure such breach within thirty (30) calendar days after receiving written notice of the breach.

8.2 Termination or Suspension by ABT. ABT may terminate an Agreement or suspend Services:

8.2.1 If Client fails to pay any undisputed amount due and such failure continues for ten (10) business days after written notice from ABT; provided that where Client has been past due on undisputed amounts more than twice in any rolling twelve-month period, or where any undisputed amount has been outstanding for sixty (60) calendar days or more, ABT may suspend Services upon five (5) business days' written notice.

8.2.2 If Client materially breaches any provision of these Terms (other than payment) and fails to cure such breach within thirty (30) calendar days after written notice from ABT.

8.2.3 If Client violates Microsoft's then-current license terms applicable to Client's use of Microsoft products and services through ABT (available at Microsoft's website), and such violation is not cured within the applicable cure period required by Microsoft.

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8.2.4 Immediately, in whole or in part, if reasonably necessary to comply with law, to respond to a Microsoft or other Third-Party Services provider directive, or to prevent imminent harm to the Services, ABT systems, or other customers; or, for convenience and without cause, upon at least ninety (90) calendar days' prior written notice to Client (or, for the hosted-application Services identified in Exhibit C, at least one hundred eighty (180) calendar days' prior written notice). Any notice under this Section may be sent in accordance with Section 24.

8.2.5 Following any suspension or disabling of the Services for non-payment, ABT may charge a reactivation fee equal to the lesser of twenty-five percent (25%) of Client's then-current monthly recurring charge and two thousand five hundred dollars ($2,500), but not less than five hundred dollars ($500), which the parties agree is a reasonable estimate of ABT's costs of suspension and reactivation, to restore the Services.

8.2.6 If Client becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver or trustee appointed over a material part of its assets, or becomes the subject of a bankruptcy or similar proceeding that is not dismissed within sixty (60) calendar days.

8.3 Effect of Termination; Transition Assistance. Upon termination or expiration: (a) all rights granted to Client immediately cease; (b) Client must cease use of all Services; (c) Client must pay all outstanding amounts due through the termination date, together with all amounts owed for Subscription Commitments under Section 6.5; and (d) ABT will make Client Data available for export in a commercially usable format for thirty (30) calendar days following termination, after which ABT may delete Client Data in accordance with Section 15 and Exhibit D. Where ABT terminates for convenience under Section 8.2.4, or upon Client's reasonable request following any termination not arising from Client's uncured material breach or nonpayment, ABT will provide reasonable transition assistance (including data export support and migration cooperation) at ABT's then-current time-and-materials rates. ABT's obligation to make Client Data available for export is conditioned on Client's payment of all undisputed amounts then due and any applicable export or transition fees; however, ABT will not withhold Client Data solely on account of a bona-fide dispute over a particular charge. For purposes of withholding Client Data under this Section, a dispute over a charge is bona-fide only if it is: (a) raised in good faith; (b) documented in writing with reasonable specificity as to the disputed line item and the basis for the dispute; (c) raised on or before the applicable payment due date for that charge; and (d) limited to the specific disputed line item or charge. Client remains obligated to pay, and will pay, all other amounts then due, including the undisputed portion of any partially disputed invoice, as a condition of obtaining its Client Data. ABT is not obligated to recreate or rebuild Client environments or to deliver data in a non-standard format.

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9. CLIENT OBLIGATIONS

Client is responsible for: (a) ensuring all End Users comply with these Terms; (b) maintaining the security and confidentiality of all login credentials; (c) providing accurate and complete information to ABT as required for service delivery; (d) obtaining all necessary consents, and providing all necessary notices, for ABT's processing of Client Data and for Client's use of the Services and AI Services; (e) validating AI Output as required by Section 32.3 and satisfying any disclosure obligations under Section 32.9; (f) determining whether the Services are appropriate for Client's regulatory environment and configuring Client-controlled settings accordingly; and (g) promptly notifying ABT of any suspected security incident or unauthorized use of the Services.

Security Configuration. Client acknowledges that ABT requires, as a condition of the Services, security-baseline user-profile configurations, including multi-factor authentication and the blocking of legacy authentication protocols, for all End Users. ABT may apply additional implementation fees at its then-current rates when Client or a third party engaged by Client modifies, disables, or circumvents these configurations, and Client is responsible for any modification of user profiles or security settings that does not comply with ABT's recommendations.

Authorized Administrators. Client will designate one or more authorized administrators and points of contact with authority to request, approve, and modify Services, configurations, users, access rights, data exports, support actions, Orders, and change requests, and Client's primary point of contact will cooperate with ABT in implementing the Services in accordance with the agreed deployment plan. ABT may rely, without further investigation, on any instruction, approval, representation, or request submitted by such persons through ABT-supported channels, including the customer portal, support ticket, email, telephone, or recorded support interaction. Client is responsible for all acts and omissions of its administrators, End Users, and persons acting with Client's actual or apparent authority.

10. INTELLECTUAL PROPERTY

10.1 ABT IP. All intellectual property rights in the Services (including software, code, documentation, interfaces, methodologies, and any De-identified Data) remain the sole property of ABT or its licensors. No ownership rights are transferred to Client.

10.2 Client Data. All right, title, and interest in Client Data remains with Client. Client grants ABT a limited, non-exclusive, worldwide license to host, copy, transmit, process, and display Client Data solely to provide the Services and as otherwise permitted by Section 15 and Exhibit D.

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10.3 Feedback. If Client provides ABT with feedback, suggestions, or ideas regarding the Services that do not contain Personal Data or Confidential Information of Client, Client grants ABT a perpetual, irrevocable, worldwide, royalty-free license to use such feedback for any purpose, including improving the Services.

10.4 Assessment Deliverables. Where ABT provides a security assessment, security grade, penetration test, vulnerability scan, or similar evaluative deliverable, ABT retains all right, title, and interest in its assessment methodologies, scoring models, and report templates. Client receives a non-exclusive license to use the resulting report for Client's internal business and compliance purposes. Each such report reflects conditions as of the assessment date and is not a warranty or guarantee of future security.

11. LIMITATION OF LIABILITY

11.1 Aggregate Cap. SUBJECT TO SECTIONS 11.4 AND 11.5, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO AN AGREEMENT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT TO ABT FOR SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY LIABILITY UNDER THE AGREEMENT UNDER WHICH THE CLAIM ARISES. MULTIPLE CLAIMS DO NOT ENLARGE THIS LIMIT.

11.2 Exclusion of Indirect Damages. EXCEPT FOR LIABILITY DESCRIBED IN SECTION 11.4(b) OR 11.4(d), AND EXCEPT AS PROVIDED IN THE LAST SENTENCE OF SECTION 11.5, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Essential Basis. The parties acknowledge that the limitations of liability in this Section reflect a reasonable allocation of risk and are an essential element of the basis of the bargain. ABT would not enter into any Agreement without these limitations. To the maximum extent permitted by applicable law, the limitations and exclusions in this Section 11 apply to all claims and liabilities arising out of or related to an Agreement, regardless of the form of action or theory of liability, whether in contract, tort (including negligence and negligent misrepresentation), strict liability, statute, indemnity, contribution, or otherwise, and apply even if any limited or exclusive remedy in these Terms fails of its essential purpose.

11.4 Liabilities Not Subject to the Cap. The aggregate cap in Section 11.1 does not apply to: (a) Client's payment obligations; (b) a party's fraud or willful misconduct; (c) a party's disclosure or use of

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the other party's Confidential Information that breaches Section 19 and that the party knew, at the time, was not permitted by these Terms; or (d) any liability that cannot be limited or excluded under applicable law (for example, to the extent California Civil Code Section 1668 so provides). For clarity, a negligent failure of security safeguards affecting Client Data is subject to the aggregate cap in Section 11.1 except to the extent clause (b) or (d) applies.

11.5 Cap for ABT Indemnification. Except for any liability described in Section 11.4 (which remains uncapped), ABT's indemnification obligations under Section 14.1 are subject to a separate aggregate cap equal to two (2) times the total amounts paid or payable by Client to ABT for Services during the twelve (12) months immediately preceding the first event giving rise to any liability under the Agreement under which the claim arises. Multiple claims do not enlarge this cap. Client's indemnification obligations under Section 14.2 and Section 32.13 are not subject to the cap in Section 11.1 or this Section 11.5. The exclusion of indirect and consequential damages in Section 11.2 does not relieve an indemnifying party of its obligation to pay sums finally awarded to, or paid in settlement to, an unaffiliated third party under an indemnified third-party claim under Section 14.

12. WARRANTY DISCLAIMER

EXCEPT FOR ANY WARRANTY EXPRESSLY SET FORTH IN AN AGREEMENT IN ACCORDANCE WITH SECTION 33.3, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. ABT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ABT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ALL ERRORS WILL BE CORRECTED. THE UPTIME SERVICE LEVELS AND SERVICE CREDITS SET FORTH IN EXHIBITS A AND C ARE ABT'S SOLE OBLIGATION AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO SERVICE AVAILABILITY.

13. PERSONNEL; NON-SOLICITATION; PROTECTION OF TRADE-SECRET INFORMATION

13.1 Protection of Trade-Secret and Personnel Information. Each party will protect the other party's trade secrets and confidential information concerning the other party's personnel in accordance with Section 19 and applicable trade-secret law, including the California Uniform Trade Secrets Act and the federal Defend Trade Secrets Act. This protection applies in every jurisdiction and does not depend on the enforceability of any non-solicitation covenant.

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13.2 Mutual Non-Solicitation of Personnel. During the term of an Agreement and for twelve (12) months after its expiration or termination, neither party will knowingly solicit for employment any employee of the other party who was directly involved in the performance or receipt of the Services under that Agreement, without the other party's prior written consent. This Section 13.2 does not restrict: (a) general solicitations of employment not specifically directed at the other party's personnel, including advertisements, job postings, and recruiting-agency searches; (b) responding to, or hiring, a person who initiates contact regarding employment without prior solicitation by the hiring party; or (c) hiring a person after that person's employment with the other party has ended. This Section 13.2 applies only in jurisdictions where such a covenant is enforceable and does not apply to any party or personnel located in California or any other jurisdiction that prohibits it. Consistent with California Business and Professions Code Section 16600, as amended, nothing in these Terms restrains any person located in California from engaging in a lawful profession, trade, or business, or restricts any California party or its employees from soliciting, recruiting, hiring, or accepting employment. This Section 13.2 does not limit either party's rights under Section 13.1, which apply in all jurisdictions.

14. INDEMNIFICATION

14.1 By ABT. ABT will defend, indemnify, and hold harmless Client from and against any third-party claim alleging that the Services (excluding Client Data, Third-Party Services, and AI Output) infringe any United States patent, copyright, trademark, or trade secret, provided that: (a) Client promptly notifies ABT in writing; (b) ABT has sole control of the defense and settlement; and (c) Client cooperates reasonably at ABT's expense. ABT's obligations do not apply where infringement results from Client's modification or combination of the Services with third-party products. If the Services are or may become the subject of an infringement claim, ABT may, at its option and expense, procure the right for Client to continue using the Services, replace or modify the Services to be non-infringing, or terminate the affected Services and refund any prepaid, unused fees, subject to Section 6.5.

14.2 By Client. Client will defend, indemnify, and hold harmless ABT from and against any third-party claim arising from: (a) Client Data; (b) Client's violation of these Terms; (c) Client's misuse of the Services; (d) Client's violation of any applicable law, including any AI-related disclosure, notice, or consent obligation under Section 32.9; or (e) Client's or any End User's access to, use of, reliance on, publication or distribution of, or deployment of AI Services or AI Output. Client's obligations under this Section apply whether or not ABT is alleged to have been negligent, except to the extent a claim is finally determined to have been caused by ABT's fraud, willful misconduct, or gross negligence. If applicable law, including California Civil Code Section 1668, does not permit Client to indemnify ABT for a

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particular claim or part of a claim under this Section, Client's obligations under this Section apply to that claim to the maximum extent applicable law permits.

14.3 Procedure. The indemnified party will provide the indemnifying party with prompt written notice of any claim, reasonable cooperation at the indemnifying party's expense, and sole control of the defense and settlement, except that the indemnifying party may not settle any claim in a manner that imposes a non-indemnified liability or admission on the indemnified party without its prior written consent.

15. DATA PROCESSING AND RETENTION

ABT processes Client Data to provide the Services and as otherwise permitted by these Terms and Exhibit D. ABT will maintain appropriate technical and organizational measures to protect Client Data. ABT does not use identifiable Client Data to improve ABT's products or services; however, ABT may create and use De-identified Data, and aggregated data, derived from Client Data to operate, secure, analyze, benchmark, and improve the Services and ABT's other products. ABT will: (a) implement reasonable measures to ensure De-identified Data cannot be associated with an individual or household; (b) publicly and contractually commit to maintain and use such data only in de-identified or aggregated form and not to attempt to re-identify it; and (c) obligate any recipient of such data to the same commitments. To the extent Client Data contains nonpublic personal information regulated under GLBA, ABT will maintain safeguards consistent with its GLBA-compliant information security program, and the interaction of GLBA with state privacy laws is addressed in Exhibit D.

Data Location and Lifecycle. Client Data resides on Microsoft's cloud infrastructure, whether within the Microsoft 365 tenant that ABT manages on Client's behalf or within the Microsoft Azure environments that ABT operates for hosted applications. Following termination or expiration of the applicable Agreement, ABT will make Client Data available for export for thirty (30) calendar days as provided in Section 8.3. For Client Data that is governed by the applicable Microsoft platform's own data-retention and deletion lifecycle, deletion thereafter follows that Microsoft platform lifecycle; ABT does not maintain a separate copy of, and does not run a separate purge of, that platform-governed data outside the Microsoft lifecycle, and ABT is not obligated to retain such data beyond the applicable Microsoft wind-down window. ABT will provide export or transition assistance during that period at ABT's then-current time-and-materials rates as described in Section 8.3, except where a longer retention period is required by applicable law.

ABT-Controlled Copies. Separately, to the extent ABT holds copies of Client Data outside the applicable Microsoft platform lifecycle (for example, in ABT-managed backup media, operational or security logs, exports generated at Client's request, service telemetry, or attachments to support tickets),

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ABT retains such copies for the duration of the Agreement and, following termination or expiration, deletes, overwrites, or allows them to expire in the ordinary course of ABT's applicable retention cycle, except where a longer retention period is required by law. Such ABT-controlled copies remain subject to ABT's confidentiality and security obligations until deleted, overwritten, or expired, and, upon Client's written request, ABT will certify deletion in accordance with Exhibit D.

16. THIRD-PARTY SERVICES

The Services may include or integrate with Third-Party Services, including without limitation Microsoft 365, Microsoft Azure, and AI Providers. ABT does not warrant Third-Party Services and is not responsible for the acts, omissions, unavailability, defects, or changes of the Third-Party Services providers themselves, except as expressly provided in Exhibit A. Notwithstanding the foregoing, ABT remains responsible for its own performance of the managed Services, including ABT's configuration, implementation, monitoring, and escalation of Third-Party Services as part of the Services, subject to Sections 11, 32 (including Section 32.8), and 37, which control as to any part of that performance carried out by or with AI Services or automated systems. Client's use of Third-Party Services is also governed by those providers' terms and conditions. ABT's engagement of Sub-processors that process Personal Data is addressed in Exhibit D. ABT will use commercially reasonable efforts to notify Client of material changes to Third-Party Services that ABT reasonably expects to materially affect the Services.

Microsoft Licensing. Client's use of any Microsoft software or services in connection with the Services is subject to Microsoft's license terms (https://www.microsoft.com/en-us/useterms) and the Microsoft Customer Agreement (https://www.microsoft.com/licensing/docs/customeragreement), in addition to these Terms. If Client makes use of Microsoft software in conjunction with the Services that is not relicensed to Client by ABT, Client represents and warrants that Client has a written license agreement that permits Client to use that Microsoft software in conjunction with the Services. For any Microsoft or other third-party software subscription or license acquired by Client through ABT, Client will continue to procure that subscription or license through ABT during the Term and thereafter for the remainder of any applicable Subscription Commitment procured under an Agreement, as provided in Section 6.5. In addition, (a) where the Services include ABT's management of a Microsoft 365 tenant or of an Azure environment, Client will procure through ABT the Microsoft licenses and Azure services used in that managed environment during the Term, and ABT will remain Client's Microsoft Cloud Solution Provider of record for those subscriptions; and (b) where the Services consist only of a specific ABT product or hosted application, this paragraph applies only to the Microsoft licenses and Azure services that product requires. This paragraph does not apply to Microsoft licenses Client held before the Effective Date, to

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licenses ABT declines in writing to provide, or to Client's Microsoft licensing for environments outside the scope of the Services.

17. FORCE MAJEURE

Neither party is liable for any delay or failure to perform (other than payment obligations) to the extent caused by circumstances beyond that party's reasonable control, including without limitation acts of God, natural disaster, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, labor dispute, governmental action or change in law, failure or unavailability of an upstream cloud platform or Third-Party Services provider (including Microsoft 365 or Microsoft Azure), cyberattack or other malicious third-party action not resulting from the affected party's failure to maintain reasonable safeguards, and internet or telecommunications failures not caused by that party. The affected party must promptly notify the other party and use commercially reasonable efforts to minimize the impact. If a force majeure event affecting the Services continues for more than thirty (30) consecutive days, either party may terminate the affected Services upon written notice, and Client will receive a refund of any prepaid, unused fees for the affected Services, except for Subscription Commitments, which remain payable under Section 6.5.

18. DISPUTE RESOLUTION

18.1 Informal Resolution. In the event of any dispute arising out of or relating to an Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiation for a period of thirty (30) calendar days after written notice of the dispute.

18.2 Mediation. If the parties are unable to resolve the dispute through informal negotiation within thirty (30) calendar days, the parties agree to submit the dispute to non-binding mediation before a mutually agreed-upon mediator in Sacramento, California. If the parties do not agree on a mediator within ten (10) business days after a written mediation request, JAMS will appoint the mediator. Unless the parties agree otherwise in writing, the mediation will be completed within forty-five (45) calendar days after the mediation request. Sections 18.1 and 18.2 do not prevent ABT from suspending or terminating Services as permitted by these Terms, from seeking provisional relief under Section 18.5, or from commencing arbitration to collect undisputed past-due amounts or Subscription Commitments.

18.3 Arbitration. If the dispute is not resolved within forty-five (45) calendar days after a written mediation request, whether or not mediation has occurred, any dispute, claim, or controversy arising out of or relating to an Agreement, including the validity, interpretation, or enforcement of these Terms, will be finally resolved by binding arbitration administered by JAMS pursuant to its Streamlined Arbitration

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Rules and Procedures if no disputed claim or counterclaim exceeds $250,000, excluding interest and attorneys' fees, and otherwise pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will be conducted in Sacramento, California, by a single arbitrator. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

18.4 Individual Proceedings Only. Each party waives any right to bring, join, or participate in any class, collective, consolidated, or representative action or arbitration, or any private-attorney-general action, arising out of or related to an Agreement. Claims may be arbitrated only on an individual basis, and the arbitrator may not consolidate or join the claims of different clients. If twenty-five (25) or more similar arbitration demands are filed against ABT by or with the assistance of the same counsel or coordinated counsel within any one hundred eighty (180) day period, they will be administered in batches as JAMS determines, with one arbitrator per batch. Batch administration is administrative only and does not authorize consolidation or joint adjudication of different clients' claims. If this Section is found unenforceable as to a claim, that claim will proceed in the courts identified in Section 20 and not in arbitration, and the remainder of Section 18 continues to apply to all other claims.

18.5 Injunctive Relief. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive or other equitable relief from a court of competent jurisdiction solely to prevent the actual or threatened infringement, misappropriation, or unauthorized disclosure of its Confidential Information or intellectual property rights, pending the outcome of arbitration.

18.6 Continued Performance. During the pendency of any dispute, each party will continue to perform its obligations under the Agreement, and Client will continue to pay all undisputed amounts when due. Withholding undisputed amounts during a dispute is itself a material breach of the Agreement.

18.7 Arbitrator's Fee Discretion. Notwithstanding any contrary rule of the arbitral forum, the arbitrator has the power, but not the obligation, to award to the prevailing party its reasonable attorneys' fees and costs of the arbitration, in the arbitrator's discretion, based on the relative merits of the parties' positions and their conduct in the proceeding. This Section confers a discretionary power on the arbitrator only. This Section does not itself create a prevailing-party entitlement, except as applicable law, including California Civil Code Section 1717, requires. This Section does not limit ABT's right to recover its costs of collection under Section 6.6.

18.8 Termination Right Preserved. If the arbitrator finds that a material breach of an Agreement has occurred, the arbitrator does not have the authority to deny a non-breaching party its right to

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terminate the Agreement on account of that material breach. The arbitrator will apply the substantive provisions of the Agreement as written and has no power to award relief inconsistent with these Terms, except that the arbitrator may apply Section 33.1 and applicable law in determining the enforceability of any provision.

18.9 Time to Bring Claims. To the extent permitted by applicable law, any claim arising out of or related to an Agreement must be commenced in accordance with this Section 18 within one (1) year after the claiming party knew or reasonably should have known of the facts giving rise to it, and is otherwise barred. Time spent in negotiation or mediation under Sections 18.1 and 18.2 is excluded from that period. This Section does not apply to Client's payment obligations.

19. CONFIDENTIALITY

19.1 Obligations. Each party ("Receiving Party") agrees: (a) to hold the other party's ("Disclosing Party's") Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (b) not to disclose Confidential Information to any third party without prior written consent, except to its and its Affiliates' employees, agents, contractors, Sub-processors, auditors, insurers, and legal, accounting, forensic, and other professional advisers who have a need to know and are bound by confidentiality obligations, including professional duties of confidentiality, no less protective in substance than these, and except as permitted by Section 19.2 or otherwise by these Terms; and (c) to use Confidential Information solely to perform its obligations and exercise its rights under the Agreement and, in the case of ABT, as otherwise permitted by these Terms, including Sections 15, 32, and 37 and Exhibit D.

19.2 Exceptions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no breach by the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without reference to Confidential Information; or (d) must be disclosed pursuant to applicable law, regulation, or court order, provided the Receiving Party gives prompt prior written notice where permitted and reasonably cooperates to limit the disclosure.

19.3 Duration. Confidentiality obligations survive termination or expiration of an Agreement and continue, with respect to each item of Confidential Information, for as long as that information remains confidential; provided, however, that obligations with respect to trade secrets survive for as long as the information remains a trade secret under applicable law; and provided further that obligations with

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respect to Client Data, Personal Data, and nonpublic personal information regulated under GLBA survive for as long as ABT retains such information or as required by applicable law, whichever is longer.

20. GOVERNING LAW

These Terms and Conditions and all Agreements are governed by the laws of the State of California, without regard to its conflict of laws principles. Subject to Section 18, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Sacramento County, California for any dispute not subject to arbitration. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

21. ASSIGNMENT

Neither party may assign, transfer, or delegate any rights or obligations under an Agreement without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign an Agreement in its entirety to an Affiliate, or in connection with a merger, acquisition, reorganization, financing, or sale of all or substantially all of its assets, provided the assignee assumes all obligations under the Agreement and the assignment does not materially reduce the assigning party's ability to perform; provided further that this right to assign or transfer without the other party's consent does not apply where the proposed assignee, or a person that would thereby acquire control of the assigning party, is engaged in, or is an Affiliate or subsidiary of a person engaged in, the business of providing software or services that materially compete with the software or services provided by the non-assigning party in the financial-institution market, in which case the assignment, transfer, or change of control requires the non-assigning party's prior written consent, which that party may grant or withhold in its reasonable business discretion; the competitive status of the proposed assignee or acquiring person is itself a sufficient ground to withhold consent. Any purported assignment in violation of this Section is void. These Terms are binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

22. ENTIRE AGREEMENT; AMENDMENT

An Agreement, together with these Terms and Conditions and all exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties. No amendment to an Agreement is valid unless made in writing and signed by authorized representatives of both parties,

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except that ABT may modify these Terms in accordance with Section 30. Each party acknowledges that, in entering into each Agreement, it has not relied on any statement, representation, warranty, proposal, presentation, questionnaire response, or marketing material that is not expressly set out in the Agreement or these Terms. Security questionnaire responses and SOC report summaries are informational and are not warranties. In the event of a conflict, the order of precedence in Section 33.3 applies.

23. WAIVER

The failure of either party to enforce any provision of these Terms or an Agreement will not constitute a waiver of that party's right to enforce such provision in the future. No waiver is effective unless in writing and signed by the waiving party.

24. NOTICES

All notices required or permitted under these Terms must be in writing and will be deemed delivered: (a) when delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) three (3) business days after deposit in the U.S. mail, sent certified mail, return receipt requested, postage prepaid; or (d) when transmitted by email to the recipient's notice email address, provided that the sender does not receive an automated bounce-back or other notice of delivery failure; the sender's ordinary-course transmission record is prima facie evidence of delivery. Notices to ABT must be sent to: Access Business Technologies, LLC, Attn: Legal, 850 Iron Point Road, Folsom, CA 95630-9010, legal@myabt.net. Notices to Client will be sent to the address or email on file with ABT. Either party may change its notice address by notice given in accordance with this Section. ABT's official domains include both myabt.com and myabt.net.

25. AUDIT AND COMPLIANCE REPORTS

25.1 ABT Compliance Reports. Upon Client's written request no more than once per calendar year, ABT will make available a summary of its then-current independently audited SOC 2 Type II report (prepared in accordance with the applicable AICPA attestation standards, including Statement on Standards for Attestation Engagements (SSAE) No. 18, AT-C sections 105 and 205, together with the applicable AICPA Trust Services Criteria, or such successor standards as the American Institute of Certified Public Accountants may adopt), together with ABT's responses to a standard industry security questionnaire (such as the SIG or CAIQ) reasonably requested by Client. ABT's SOC 2 Type II report

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addresses the controls that ABT itself operates. The security, availability, and physical and environmental controls of the underlying Microsoft cloud platforms (Microsoft 365 and Microsoft Azure) are operated by Microsoft and are addressed by Microsoft's own independent third-party attestations, including SOC 1, SOC 2, ISO/IEC 27001, and FedRAMP authorizations, which Microsoft makes available through the Microsoft Service Trust Portal. On Client's reasonable request, ABT will identify which reports cover ABT's controls and which cover Microsoft's platform controls. Such reports and responses are Confidential Information of ABT.

25.2 Client Audit Rights. The compliance reports and questionnaire responses described in Section 25.1 are Client's primary means of verifying ABT's compliance. ABT will respond to Client's reasonable written follow-up questions regarding those materials. An on-site audit of ABT's own facilities and operations will be permitted only where the reports and responses described in Section 25.1 do not reasonably suffice and Client's regulator or applicable law requires an on-site audit in writing, upon at least thirty (30) calendar days' prior written notice, no more than once per calendar year, at Client's expense, during normal business hours, subject to ABT's security and confidentiality requirements, limited to the systems and records that ABT owns or controls and that are directly related to the Services provided to Client, and conducted so as not to interfere with ABT's operations or the data of other customers. Any on-site audit right under this Section extends only to facilities and operations that ABT owns or controls. The Microsoft 365 and Microsoft Azure cloud platforms are operated in Microsoft-owned and Microsoft-controlled data centers; ABT does not grant, and is not responsible for granting or guaranteeing, physical access to any Microsoft data center, and Client's verification of the Microsoft platform controls is through Microsoft's attestations described in Section 25.1. In addition to the annual right described above, Client may request a focused assessment following a confirmed material Security Incident affecting Client Data, or a material control deficiency identified in a SOC report, limited to the matters giving rise to the request and subject to the same conditions.

26. PRICE ADJUSTMENTS

26.1 Annual Adjustment. ABT may adjust Service fees on or after each anniversary of the Effective Date, upon thirty (30) calendar days' written notice to Client. An adjustment under this Section will not exceed the greatest of: (a) five percent (5%) of the then-current fee, multiplied by the number of years since the most recent adjustment to that fee under this Section, including a pro rata amount for any partial year; (b) the change in the Consumer Price Index for All Urban Consumers, Sacramento-Roseville-Folsom metropolitan area (or such other index as the Bureau of Labor Statistics may publish as

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a successor to that series) since the most recent such adjustment; or (c) ABT's then-current published price for the applicable Service, where Client's fee for that Service is below it.

26.2 Microsoft Pass-Through Costs. Any increase in fees charged by Microsoft Corporation or another Third-Party Services provider for licenses or services that ABT resells or manages on Client's behalf may be passed through to Client at cost, effective when imposed upstream, with thirty (30) calendar days' written notice where practicable.

26.3 Consumption True-Up. Where a Service is priced on an estimated level of infrastructure consumption, and Client's actual consumption exceeds that estimate, ABT may adjust the fee for that Service prospectively to reflect ABT's actual cost of the additional resources consumed, upon thirty (30) calendar days' written notice together with the supporting consumption data. An adjustment under this Section applies only to consumption on or after the effective date of the notice and is not applied retroactively. An adjustment under this Section reflects Client's own consumption and is not an adjustment for purposes of Section 26.1.

27. CLIENT REFERENCES

Client agrees that ABT may identify Client as a customer in ABT's marketing materials, website, press releases, case studies, and presentations, using Client's name and logo, and may describe the Services and the general categories of work ABT implemented for Client, together with the general business benefits typically associated with such Services, unless and until Client notifies ABT in writing that it does not consent to such use. ABT will not publish Client's Confidential Information, specific performance metrics, financial results, or direct testimonials attributed to Client without Client's prior written approval. Upon Client's written request or opt-out, ABT will, within a reasonable period, cease further use of Client's name and logo in ABT's then-forward marketing materials. Any such opt-out or removal request is prospective only; ABT is not required to recall, reprint, re-edit, or remove Client's name, logo, or the permitted descriptions from materials already published, printed, distributed, or produced before ABT's receipt of the request.

28. INSURANCE

ABT will maintain, at its expense, during the Term, insurance coverage customary for a technology services provider of ABT's size and scope, including: (a) Commercial General Liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (b) Cyber Liability and Data Breach insurance (including technology errors and omissions / professional liability) with limits of not less than

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$1,000,000 per claim or per occurrence, as applicable to the policy form, and $1,000,000 in the annual aggregate; and (c) Workers' Compensation as required by applicable law. The applicable Agreement may specify higher or additional coverages or limits, which control over this Section. ABT's insurers will be rated A- or better by A.M. Best (or a comparable rating agency). Upon Client's written request, ABT will provide certificates of insurance evidencing its then-current coverage, and ABT will use commercially reasonable efforts to provide thirty (30) days' advance notice of cancellation or material reduction of a required coverage.

29. SOC REPORTS

ABT undergoes periodic independent third-party audits and maintains a SOC 2 Type II report prepared in accordance with the then-current applicable AICPA attestation standards, as described in Section 25.1. Access to reports, summaries, and related materials is governed exclusively by Section 25, and this Section creates no additional audit or report-access right. ABT does not guarantee that a SOC report will be obtained for every service component or every period, and the availability of a SOC report does not expand any warranty, service commitment, or liability under these Terms.

30. MODIFICATION OF TERMS

30.1 ABT may modify these Terms and Conditions by publishing an updated version at the URL specified in Section 30.4. For any modification that materially and adversely affects Client's rights or obligations, ABT will provide at least thirty (30) calendar days' advance written notice before the modification takes effect. Written notice includes a statement on or with an invoice or other billing statement that gives the version number and date of the updated Terms and links to them, and any method in Section 24. Modifications that do not materially and adversely affect Client may be effective upon publication. Modifications required by applicable law or reasonably necessary to address a security risk may be effective upon publication, or on any earlier date the law or risk requires, whether or not they materially and adversely affect Client. Notwithstanding the foregoing, ABT will not unilaterally modify the limitation of liability (Section 11), indemnification (Section 14), dispute resolution (Section 18), or governing law (Section 20) provisions as applied to an existing Agreement during its then-current Term; a change to those provisions for an existing Agreement requires a written amendment under Section 22.

30.2 Objection; Continuation of Prior Terms. For any modification for which Section 30.1 requires advance written notice, Client may object by written notice delivered to ABT in accordance with Section 24 before the modification's effective date. To be effective, an objection must reasonably identify the modification or specific provision objected to, state that Client objects to its application to the

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affected Services, and be given by a representative authorized to act for Client. Upon a timely objection under this Section, the version of these Terms that governed the affected Services immediately before the modification will continue to govern those affected Services through the end of the then-current Term of those affected Services, the Agreement will continue in force without interruption, and no termination will result. No act or further response by ABT is required to give effect to this Section. The then-current version of these Terms applies upon any renewal of the affected Services under Section 7. This Section does not apply to modifications required by applicable law or reasonably necessary to address a security risk, which take effect as provided in Section 30.1. Client's failure to deliver an objection that complies in all material respects with this Section before the modification's effective date constitutes acceptance of the modified Terms. Continued use of the affected Services does not override an otherwise timely and effective objection under this Section.

30.3 No modification under this Section will retroactively reduce ABT's accrued obligations or Client's accrued rights with respect to events occurring before the modification's effective date.

30.4 The current version of these Terms and Conditions, with its version number and date, is maintained at: **https://www.myabt.com/legal/ASPTC.pdf**.

31. ELECTRONIC SIGNATURES (UETA)

The parties agree that electronic signatures, including those applied through DocuSign, BoldSign, or other electronic signature platforms, are legally binding and have the same force and effect as original ink signatures to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act (UETA) as adopted in California (Cal. Civ. Code §§ 1633.1 et seq.) and the Electronic Signatures in Global and National Commerce Act (E-SIGN). Agreements executed electronically are fully enforceable. Client further authorizes ABT to create electronic images of documents and to destroy the paper originals in the ordinary course of business; any such image ABT maintains as part of its normal business processes has the same legal effect as the paper original.

32. ARTIFICIAL INTELLIGENCE SERVICES

32.1 Scope. This Section governs AI Services, whether ABT provides them to Client, performs them at Client's request, or uses them to perform the Services. AI Services may include Microsoft Copilot for Microsoft 365, other Microsoft AI features, ABT-configured AI workflows, AI agents with their plugins and connectors, and AI capabilities included in ABT products. AI Services are powered by AI Providers and are subject to their respective terms, policies, and usage guidelines, in addition to these Terms. This

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Section supplements the rest of these Terms. In the event of a direct conflict concerning AI Services, this Section controls solely with respect to AI-specific rights and risk allocation, except that Section 6.5 controls Subscription Commitments, Section 11.4 controls liabilities that cannot be excluded or limited, Section 33.3 controls document precedence, and Exhibit D controls the processing of Personal Data. Section 32.8 controls over Sections 11.1 and 14.1 only for matters expressly excluded by Section 32.8.

32.2 As-Is Basis; No Accuracy Guarantee.

AI SERVICES ARE PROVIDED ON AN "AS-IS," "AS-AVAILABLE" BASIS. ABT DOES NOT WARRANT THAT AI OUTPUT WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, UNBIASED, OR SUITABLE FOR ANY PARTICULAR PURPOSE. GENERATIVE AI OUTPUTS CAN CONTAIN ERRORS, HALLUCINATIONS, OMISSIONS, OR OUTDATED INFORMATION. CLIENT USES ALL AI OUTPUT AT ITS OWN RISK. ABT EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO AI SERVICES AND AI OUTPUT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

32.3 Client Responsibility for AI Output. Client is solely responsible for reviewing, validating, and verifying all AI Output before relying upon or acting on such output. AI Output is not a substitute for the professional judgment of qualified human professionals, including without limitation legal counsel, financial advisors, compliance officers, or licensed experts. Client must not use AI Output: (a) as the sole basis for any decision that could have material legal, financial, medical, regulatory, or other significant consequences; (b) in any manner that violates applicable law; or (c) without appropriate human review where the context reasonably requires it.

32.4 Third-Party AI Provider Pass-Through. AI Services are provided through or rely upon AI Providers, including without limitation Microsoft Corporation. Client acknowledges that: (a) Client's use of AI Services is subject to the AI Providers' applicable terms, acceptable use policies, and privacy practices, in addition to these Terms; (b) ABT has no control over AI Providers' models, outputs, policies, or practices; and (c) except to the extent Sections 32.7 or 35 or Exhibit D expressly make ABT responsible for an AI Provider acting as a Sub-processor in processing Personal Data, ABT's liability for AI Provider actions or omissions is excluded and otherwise limited as set forth in Sections 32.8 and 11 of these Terms.

32.5 ABT's Right to Modify AI Models and Features. ABT may, at any time, update, replace, retrain, reconfigure, or discontinue any AI model, AI feature, or AI Service component. Changes may occur because AI Providers update their models or platforms, or because ABT determines that a different model or configuration better serves its customers or complies with applicable law. ABT will use commercially reasonable efforts, where feasible, to provide advance notice of a material change to an AI model or feature that ABT reasonably expects to materially affect a regulated workflow that Client uses

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the AI Services to support. ABT will not be liable for any changes in AI Output quality, behavior, or availability resulting from such modifications.

32.6 Prohibited AI Uses. Client will not, and will not permit any End User to, use AI Services to:

a. Make or facilitate automated decisions that violate applicable fair lending, equal credit opportunity, fair housing, or anti-discrimination laws, including without limitation the Equal Credit Opportunity Act (ECOA) and the Fair Housing Act;
b. Process Client Data in a manner that violates applicable privacy laws, including GLBA, the CCPA/CPRA, or other state or federal privacy statutes;
c. Generate or distribute content that is false, defamatory, deceptive, or designed to mislead consumers or regulators;
d. Engage in social scoring or unlawful manipulative, subliminal, or deceptive practices;
e. Remove, disable, or falsify any AI-content provenance, watermark, or disclosure marking applied by ABT or any AI Provider;
f. Circumvent or attempt to circumvent any safety guardrail, usage policy, or content filter implemented by ABT or any AI Provider;
g. Use AI Output in any adverse-action or other consequential decision, or in regulatory filings, examination responses, or submissions to government agencies, without the human review and any notices required by applicable law;
h. Engage in any use that violates the AI Provider's acceptable use policies; or
i. Make, or act as the basis for, any diagnosis, treatment, or other patient-care decision without review by a licensed clinician, or process protected health information unless every business associate agreement that applicable law requires for that use is in place, including, where ABT would receive that information, one that ABT has signed in a written amendment under Section 22; ABT has no obligation to enter into a business associate agreement.

32.7 AI and Regulated Data. All of ABT's data protection, privacy, and confidentiality obligations under Sections 3, 15, and 19 of these Terms, and under Exhibit D, apply to Client Data that is processed by or through AI Services. Client acknowledges that: (a) submitting Client Data to AI Services may involve transmission of that data to AI Provider systems; and (b) Client is responsible for ensuring that any such submission complies with applicable law and Client's own privacy obligations to its customers and End Users.

32.8 Exclusion of Liability for AI Output and AI Provider Conduct.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABT WILL HAVE NO LIABILITY OF ANY KIND, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, INDEMNITY, CONTRIBUTION, OR ANY OTHER THEORY, ARISING FROM OR RELATED TO: (a) THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, BIAS, LEGALITY, NON-INFRINGEMENT, OWNERSHIP STATUS, OR SUITABILITY OF ANY AI OUTPUT; (b) ERRORS, HALLUCINATIONS, OMISSIONS, OUTDATED INFORMATION, DEFECTS, HARMFUL CODE, UNSAFE INSTRUCTIONS, OR UNSUITABLE RECOMMENDATIONS IN AI OUTPUT; (c) CLIENT'S OR ANY END USER'S USE OF, RELIANCE ON, PUBLICATION OF, OR ACTION BASED ON AI OUTPUT, INCLUDING ANY DECISION, COMMUNICATION, TRANSACTION, OR AUTONOMOUS ACTION INITIATED OR INFORMED BY AI OUTPUT; (d) THE ACTS, OMISSIONS, MODELS, POLICIES, PRACTICES, AVAILABILITY, LATENCY, THROTTLING, RATE LIMITS, CONTENT FILTERS, OR OTHER CONDUCT OR CONDITIONS OF ANY AI PROVIDER; (e) ANY UPDATE, RETRAINING, RECONFIGURATION, CHANGE IN BEHAVIOR, DEGRADATION, SUSPENSION, WITHDRAWAL, OR DISCONTINUATION OF ANY AI MODEL, AI FEATURE, OR AI SERVICE COMPONENT; (f) ANY ALLEGATION THAT AN AI SERVICE, AI MODEL, AI OUTPUT, OR THE USE OF ANY OF THEM INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY THIRD-PARTY RIGHT; (g) ANY FAILURE OF AI SERVICES OR AI OUTPUT TO SATISFY A LEGAL, REGULATORY, EVIDENTIARY, AUDIT, DISCLOSURE, EXPLAINABILITY, CONTENT-PROVENANCE, WATERMARKING, OR RECORDKEEPING REQUIREMENT APPLICABLE TO CLIENT; OR (h) ANY PROMPT INJECTION, JAILBREAK, OR OTHER MANIPULATION OF AN AI MODEL OR AI OUTPUT BY CLIENT, AN END USER, OR A THIRD PARTY. THESE MATTERS ARE EXCLUDED FROM ABT'S RESPONSIBILITY ENTIRELY. FOR CLARITY, ABT HAS NO DEFENSE OR INDEMNIFICATION OBLIGATION UNDER SECTION 14.1 FOR A MATTER EXCLUDED BY THIS SECTION. NOTHING IN THIS SECTION EXCLUDES OR LIMITS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING TO THE EXTENT CALIFORNIA CIVIL CODE SECTION 1668 SO PROVIDES. THIS SECTION DOES NOT ELIMINATE ABT'S EXPRESS DATA-PROTECTION, SECURITY, OR CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 3, 19, 32.7, AND 35 OR EXHIBIT D SOLELY BECAUSE AN AI PROVIDER ACTS AS A SUB-PROCESSOR; ANY LIABILITY FOR BREACH OF THOSE OBLIGATIONS REMAINS SUBJECT TO SECTION 11 AND EXHIBIT D SECTION 9, EXCEPT AS LIMITED BY SECTION 32.16 FOR AI PROVIDERS. ANY LIABILITY THAT IS NOT EXCLUDED BY THIS SECTION, OR TO THE EXTENT AN EXCLUSION IS HELD UNENFORCEABLE, REMAINS SUBJECT TO THE AGGREGATE LIMITATIONS IN SECTION 11 AND THE EXCEPTIONS IN SECTION 11.4. THIS SECTION WILL BE CONSTRUED, AND IF NECESSARY REFORMED, SO AS TO APPLY TO THE MAXIMUM ENFORCEABLE EXTENT RATHER THAN BE INVALIDATED.

32.9 Client Responsibility for AI Disclosures and Consents. To the extent Client makes AI Services available to its own customers or End Users, Client will provide all disclosures and notices, and obtain all consents, required by applicable law in connection with Client's and its End Users' use of AI Services, including without limitation any AI interaction or transparency disclosure, any automated-decision or adverse-action notice, and any training-data or content-provenance disclosure. ABT makes no

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representation that Client's use of AI Services satisfies any regulatory disclosure requirement applicable to Client's industry. Client's breach of this Section is a claim subject to Client's indemnification obligation under Section 14.2.

32.10 Allocation of AI Roles and Responsibilities. As between the parties, and for purposes of applicable artificial intelligence laws as amended or superseded from time to time: (a) for AI Services powered by a third-party AI Provider, the AI Provider is the developer and provider of the underlying model, and ABT acts solely as an integrator, reseller, or administrator; (b) where ABT configures AI workflows at Client's direction, ABT acts as a service provider implementing Client's requirements, and Client is the deployer and, as applicable, the controller of any AI system used to make or inform decisions about Client's customers or End Users; (c) Client bears all deployer, controller, and consequential-decision obligations under applicable AI laws; and (d) neither party intends that ABT be the "developer" or "deployer" of any high-risk AI system by virtue of configuration performed at Client's direction.

32.11 No High-Risk or Consequential-Decision System. ABT does not provide AI Services as a substitute for human decision-making and does not design, market, or warrant AI Services to function as the sole or determinative basis for any "consequential decision" (including any decision regarding a financial or lending service, employment, housing, insurance, healthcare, or government service) within the meaning of applicable AI laws. Client will not deploy AI Services as a high-risk artificial intelligence system or automated decision-making technology to make, or be a substantial factor in making, any consequential decision without implementing meaningful human review and independently satisfying all applicable developer and deployer obligations.

32.12 AI Risk Management Framework. ABT's AI governance program is designed with reference to the National Institute of Standards and Technology (NIST) AI Risk Management Framework (NIST AI 100-1) and its Generative AI Profile (NIST AI 600-1), as a reference standard only. Reference to any framework does not create a warranty, performance guarantee, or expanded contractual duty, and does not make ABT a developer or deployer of any high-risk AI system.

32.13 Geographic Scope of AI Services. AI Services are provided for use in the United States. ABT does not represent that AI Services comply with the European Union Artificial Intelligence Act (Regulation (EU) 2024/1689) or other non-US AI laws. If Client or its End Users use AI Services or AI Output in the European Union or any other non-US jurisdiction, Client does so at its own risk, is solely responsible for compliance with the laws of that jurisdiction, and will indemnify ABT for claims arising from such use under Section 14.2.

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32.14 No Training on Client Data. ABT does not use Client Data to train, fine-tune, or improve any foundation model or any AI model made available to other customers. Client Data submitted to AI Services is processed to generate output for Client's own use and is subject to the applicable AI Providers' enterprise data-protection commitments. As to Client Data processed by an AI Provider, ABT's commitment in this Section is limited to ABT's own use of Client Data and to ABT's selection and configuration of AI Providers whose enterprise terms make a corresponding commitment, as provided in Section 32.16. De-identified Data and aggregated data created under Section 15 are not Client Data for purposes of this Section, and ABT may use them as Section 15 permits, including to improve ABT's own security and detection capabilities.

32.15 Condition of Availability. AI Services are made available only under the then-current version of these Terms, and are enabled as described in Section 32.17. If an Agreement is governed by a prior version of these Terms, whether because that prior version applied when the Agreement was executed or because it continues to govern under Section 30.2, AI Services are not available under that prior version, and ABT has no obligation to provide AI Services until Client accepts the then-current Terms as to those Services. Client may accept the then-current Terms as to AI Services at any time, including through an Order Form, an electronic acceptance presented when an AI Service is activated, or written confirmation from a representative authorized to act for Client. This Section applies only to AI Services and does not condition the availability of any other Service on Client's acceptance of a modification. This Section does not apply to AI Services ABT uses to perform the Services under Section 32.16(d) or Section 37.

32.16 Disclosure of AI Use. ABT may use AI Services: (a) in features and capabilities it provides or enables for Client, including AI included in ABT products; (b) in AI agents, plugins, and connectors ABT configures for Client, which may read from and act within systems Client connects to them; (c) in work ABT performs at Client's request; and (d) to perform the Services, including to monitor, triage, and respond to security events, to process support requests, and to prepare deliverables. Deliverables and communications from ABT may be prepared with AI assistance. Section 32.3 does not apply to AI Services that ABT uses to perform the Services under (d), and Section 37.8 governs automated systems under Section 37. To the extent an AI Provider processes Personal Data on ABT's behalf in providing the Services, that AI Provider is a Sub-processor that Client authorizes under Section 4.1 of Exhibit D. ABT's responsibility under Sections 3, 19, 32.7, and 35 of these Terms and Sections 3.5 and 4.3 of Exhibit D for an AI Provider, and for Personal Data and Confidential Information while an AI Provider processes it, is limited to ABT's selection and configuration of that AI Provider and ABT's commercially reasonable efforts to require the AI Provider's compliance with the terms it makes available. This limit controls over the sentence of Section 32.8 that begins "THIS SECTION DOES NOT ELIMINATE," Section 33.3, and

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Section 9 of Exhibit D, except to the extent applicable law requires otherwise. Section 32.4(c) continues to apply to all other AI Provider acts and omissions, and Section 32.8 applies to that responsibility. ABT identifies the AI Providers that process Personal Data on the list maintained under Section 4.2 of Exhibit D.

32.17 Default Enablement and Opt-Out. AI Services included in the Agreement or in Client's licensing, and AI Services ABT configures or uses at Client's request under Sections 32.16(b), 32.16(c), or 32.18, and AI Services ABT uses under Section 32.16(a), are enabled for Client under these Terms unless Client declines them by written notice under Section 24. Client may decline AI Services entirely or identify specific AI Services it declines. ABT will use commercially reasonable efforts to implement Client's election within thirty (30) days after receiving it and to confirm in writing when it is implemented. Declining does not change the Fees, and Services or features that depend on a declined AI Service may become unavailable or operate in a reduced form. Client's election does not apply to AI capabilities that a Third-Party Service includes and that ABT cannot disable, or to AI Services that ABT uses internally to perform the Services under Section 32.16(d), except that Section 37.6 governs any election about Protective Actions. Until ABT implements Client's election, this Section 32 governs AI Services used for Client.

32.18 AI Work Performed at Client's Request. When Client asks ABT to perform work with AI Services, including drafting, analysis, data processing, building or running an agent, or configuring a workflow, plugin, or connector, the resulting AI Output is provided under Sections 32.2, 32.3, and 32.8, and Client is responsible for deciding whether and how to rely on it. ABT's responsibility for that work is to implement the data sources, permissions, and instructions Client approves, and Client's approval of them controls.

32.19 Agents, Plugins, and Connectors. Client determines which data sources, systems, and permissions an AI agent, plugin, or connector may access or use, including those ABT configures at Client's request, and Client is responsible for limiting them to what Client intends. Actions an agent takes using access Client granted or approved are taken on Client's behalf. For each agent, plugin, and connector ABT configures at Client's request under Section 32.18, ABT will present its permissions for Client's approval before enabling it or expanding them; this does not apply to AI Services ABT uses under Section 32.16(d) or Section 37, and agents, plugins, and connectors enabled before the date these Terms first govern Client's Agreement are deemed approved; enablement under Section 32.17 makes AI Services available to Client and activates no agent, plugin, or connector on its own. Client represents that it has the authority to grant access to each system it connects, including a third party's system. Section 32.8

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applies in full to actions taken by agents, plugins, and connectors, including actions outside the permissions Client granted or approved.

33. GENERAL PROVISIONS

33.1 Severability. If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

33.2 Survival. Any provision that by its nature should survive termination or expiration will survive, including Sections 2, 3.4, 6, 8.3, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 22, 23, 24, 30.2, 31, 32.2, 32.3, 32.8, 32.9, 32.10, 32.11, 32.12, 32.13, 32.14, the first three sentences of Section 32.16 and the limitations of responsibility and liability in that Section, the first sentence of Section 32.17, Section 32.18, Section 32.19 other than its third sentence, Section 33, the last sentence of Section 37.4, Sections 37.7, 37.9, and 37.10, and Exhibit D.

33.3 Order of Precedence. These Terms and Conditions control over an Agreement or Order Form in the event of any conflict, except as follows: (a) where an Agreement expressly identifies a specific Section of these Terms by number and states that it modifies, supplements, or supersedes that Section for that Agreement (for example, in an “Additional Terms” section), and is signed by an authorized officer of ABT, that express modification controls over the identified Section, for that Agreement only; and (b) commercial details that these Terms leave to the Agreement (including fees, quantities, Service scope, entitlements, and Term length) are governed by the Agreement and are not treated as conflicts under this Section. A general, inconsistent, or non-specific term in an Agreement or Order Form does not modify these Terms unless it expressly identifies, by number, the Section it changes. Exhibit D (Data Processing Addendum) controls over the body of these Terms solely with respect to the processing of Personal Data, and any term required by applicable law controls to the extent of the conflict. No Agreement, Order Form, or Exhibit increases ABT’s aggregate liability beyond Section 11 unless ABT expressly so agrees in a signed writing that identifies Section 11 by number.

33.4 No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties and their permitted successors and assigns, and create no rights in any third party, including End Users.

33.5 Independent Contractors. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or fiduciary relationship.

33.6 Counterparts. An Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

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33.7 Export Control and Economic Sanctions. Each party will comply with all applicable export control and economic sanctions laws, including those administered by the U.S. Office of Foreign Assets Control (OFAC) and the U.S. Department of Commerce. Client represents that it, and its End Users, are not subject to U.S. sanctions or located in an embargoed jurisdiction, and that Client will not use the Services in violation of such laws.

33.8 Authority. Each individual signing or accepting an Agreement on behalf of a party represents and warrants that he or she is authorized to bind that party, and no further proof of authorization will be required by the other party.

33.9 Further Assurances. Each party will execute and deliver such additional documents, and take such further actions, as are reasonably necessary to carry out the intent of these Terms and any Agreement.

34. FINANCIAL-INSTITUTION REGULATORY COMPLIANCE

34.1 Examined-Vendor Acknowledgment. ABT acknowledges that Client may be a financial institution subject to examination and supervision by the Federal Financial Institutions Examination Council (FFIEC) member agencies, the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC), the Board of Governors of the Federal Reserve System, the National Credit Union Administration (NCUA), the Consumer Financial Protection Bureau (CFPB), and applicable state regulators, and that ABT acts as a technology service provider to Client.

34.2 Examination and Diligence Support. Consistent with the interagency guidance on third-party relationships and with ABT's confidentiality and security requirements, ABT will: (a) make available the compliance reports and questionnaire responses described in Section 25; and (b) to the extent contemplated by the Bank Service Company Act, GLBA, or Client's primary federal or state financial-services regulator, reasonably cooperate, through Client, with a lawful examination or information request concerning the Services provided to Client, subject to reasonable confidentiality, security, and scope limitations. Any direct regulator access will be coordinated through Client and conducted so as not to compromise the data or operations of ABT's other customers. Nothing in this Section limits examination or information-gathering authority conferred by applicable law.

34.3 Termination on Regulatory Grounds. If Client's primary regulator directs Client in writing to terminate or materially modify its use of a specific Service, Client may terminate that affected Service upon ninety (90) calendar days' written notice (or such shorter period as the regulator requires), upon provision of reasonable evidence of the regulatory directive, and ABT will waive any early-termination

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charge that would otherwise apply to ABT's own managed-services fees for that Service. Such termination does not relieve Client of, and Client remains responsible for: (a) all fees accrued through the effective date of termination; and (b) all Subscription Commitments under Section 6.5, including any non-cancellable Microsoft or other third-party subscription, license, or commitment procured at Client's direction, for the remainder of its committed term, notwithstanding the regulatory directive. Where the applicable third party permits, ABT will reasonably cooperate to transfer such Subscription Commitments to Client or Client's designated provider.

35. SUB-PROCESSOR TRANSPARENCY

ABT engages Sub-processors, including Microsoft Corporation (for Microsoft 365 and Microsoft Azure) and ABT's hosting, security, and backup subcontractors, to support delivery of the Services. ABT's engagement and governance of Sub-processors that process Personal Data, including ABT's maintenance of a current Sub-processor list, advance notice of new Sub-processors, and Client's right to object on reasonable data-protection grounds, are set forth in Exhibit D. ABT remains responsible for its Sub-processors' performance of the applicable data-protection obligations to the same extent ABT would be if performing directly, subject to the limitations of liability in Section 11, except as limited by Section 32.16 for AI Providers. For Microsoft Corporation as the provider of Microsoft 365 and Microsoft Azure, ABT's responsibility under this Section is limited to ABT's selection, configuration, and management of those platforms within Client's environment, and Microsoft's performance of its own platform obligations is governed by Section 16 and Microsoft's terms.

36. EXCLUDED COMMITMENTS

Except as expressly agreed in a signed Agreement, ABT does not, as part of the standard Services, provide: (a) source-code escrow (ABT may make available configuration documentation upon request); (b) any data-residency guarantee beyond ABT's use of United States Azure regions by default; (c) certification of background checks for individually named ABT personnel (ABT maintains a company-wide personnel screening policy); (d) copies of ABT's penetration-test reports (the SOC report summaries described in Section 25.1 are made available instead); (e) recovery time or recovery point commitments in excess of those stated in Exhibit A; or (f) any business-continuity or availability guarantee beyond the service levels and credits set forth in Exhibits A and C. Any such item, if required by Client, must be separately negotiated and documented in an Agreement.

ABT will provide at least ninety (90) calendar days' advance written notice of any planned discontinuation of a material feature of a Service, or of the end of life of a Service, except where a shorter

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period is required by law, by a Third-Party Services provider, or to address a security risk. ABT may discontinue a material feature of a Service, or a Service, on that notice, notwithstanding the last paragraph of Section 1; for the hosted-application Services identified in Exhibit C, the end of life of a Service requires the notice period stated in Section 8.2.4.

37. AUTOMATED SECURITY RESPONSE

37.1 Definitions. "Security Event" means activity that ABT believes in good faith indicates actual or attempted unauthorized access to, control of, or misuse of an account, identity, credential, session, mailbox, device, application, or configuration within an environment that ABT provides, manages, or monitors under the Services, whether or not the activity is also a Security Incident. "Protective Action" means an action described in Section 37.3. "Authorized Administrator" means an administrator or point of contact designated under the Authorized Administrators paragraph of Section 9. "Excluded Account" means (a) an account or device that Client designates under Section 37.6(b), and (b) any emergency-access account that ABT maintains in Client's environment solely to restore administrative access when other sign-in methods fail.

37.2 Authority. Client authorizes ABT to take Protective Actions in response to a Security Event at any time of day, without first obtaining Client's approval, through ABT personnel or through automated systems, and represents that it has the authority to grant this authorization for every environment ABT provides, manages, or monitors for Client. ABT may act on its belief that a Security Event exists, and this authorization applies even where the activity later proves benign. ABT selects Protective Actions in its discretion based on the information available to it at the time, and decides which actions to take, in what order, and when to reverse them. Where a Security Event consists of an authorized End User's own misuse of access that Client granted, ABT may escalate it to the contacts designated under Section 37.6(a) and act on Client's request. This Section 37.2 grants authority and creates no obligation to take any particular Protective Action.

37.3 Protective Actions. Protective Actions include: (a) revoking sign-in sessions, refresh tokens, and application sessions; (b) blocking or suspending sign-in to an account; (c) resetting a credential to a value unknown to the End User; (d) disabling, quarantining, or removing authentication methods, registered devices, application passwords, mailbox rules, mail forwarding, mailbox permissions and delegations, application consents and credentials, users, role assignments, mail connectors, transport rules, and policies that ABT believes in good faith were added or changed in connection with the Security Event, disabling or quarantining in preference to removal where the platform allows; (e) marking an account as compromised or raising its risk level in the identity platform; (f) isolating a device or restricting its

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network access; and (g) enabling, configuring, or relying on security features of Third-Party Services that take comparable actions on their own, including Microsoft's automatic attack disruption. ABT's decisions to enable and configure those features are Protective Actions under this Section; the actions those features take on their own are taken by their providers and are Third-Party Services under Section 16. Where an object must be removed, ABT may keep a copy or record of it where the platform allows, and may keep a record of each Protective Action to support its reversal. Session Actions are the actions in (a), together with reading the current state of the affected account and alerting ABT personnel; they form part of the managed Services, and ABT may take them on a single signal that ABT believes in good faith indicates a Security Event. Account Actions are the actions in (b) through (f) and ABT's decisions under (g). ABT may take Account Actions on a single signal where ABT believes in good faith that an unauthorized party has used the account or holds an intercepted or stolen session or token, and may then take them without first taking a Session Action. ABT decides when Account Actions begin in each environment and for which accounts. A Protective Action is not, by itself, a determination that a Security Incident occurred, and taking one does not, by itself, place Client Data in ABT's possession or control.

37.4 Restoring Access. ABT or its automated systems may restore access to an account once ABT believes in good faith that the Security Event is contained. Restoring access has no fixed time, and an account may remain restricted overnight or outside business hours until it is restored. A credential that ABT reset, and authentication methods that ABT removed, stay reset and removed: the End User sets a new credential through self-service recovery or another recovery method configured in Client's environment and registers authentication methods again, and where no such method is available, ABT will, on request, provide a temporary credential to an Authorized Administrator through a channel verified under Section 37.5. ABT may continue to monitor a restored account for the period ABT selects and may repeat any Protective Action. ABT may require that an Authorized Administrator, or ABT personnel, approve restoring access to an administrative account. An Authorized Administrator may direct ABT to reverse a Protective Action, and, subject to Section 37.2, ABT will, within a reasonable time after verifying the direction under Section 37.5, do so where reversal is technically possible, unless ABT believes in good faith that reversal would let the Security Event continue or recur; a reversal that Client directs is at Client's sole risk. On expiration or termination of the Agreement, any Protective Action then in effect remains in place, Client is responsible for it, and ABT has no obligation to reverse it or to keep any record of it.

37.5 Operational Notice and Records. ABT will use commercially reasonable efforts to inform the contacts designated under Section 37.6(a) of Protective Actions, which may be after the action is taken. ABT may give this notice by email, through its ticketing system, by chat, or by telephone, and Section 24

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does not govern it. Notice under this Section is in addition to, and does not extend, ABT's notification obligations under Section 3.3. ABT may keep records of Protective Actions in accordance with its retention practices as in effect from time to time and, on Client's reasonable written request, will provide a summary of the Protective Actions taken in Client's environment during the preceding ninety (90) days, excluding detection methods and other customers' information. ABT will act on an instruction to reverse a Protective Action, or to change a designation under Section 37.6, only after verifying it through a channel other than the account under action, such as a call back to a designated contact. ABT may change its detection and decision methods from time to time without notice.

37.6 Client Designations. Client will: (a) designate, and keep current, at least one contact who can be reached outside business hours about Security Events, and ABT may rely on that contact's instructions as the instructions of an Authorized Administrator; (b) designate in writing any accounts or devices on which ABT must take no Protective Action, including Client's emergency-access accounts; and (c) inform ABT promptly when an Authorized Administrator or designated contact changes. If Client designates no contact under (a), or the contact cannot be reached, ABT may use the notice address under Section 24 and Client's primary point of contact, and may rely on the designations on file. Subject to the last sentence of this Section, ABT will configure its Protective Actions to exclude Excluded Accounts and will escalate a Security Event affecting one to the contacts in (a), and ABT may mirror Client's exclusions in the settings of the features described in Section 37.3(g). Where Client's licensing supports self-service password reset, Client authorizes ABT to enable it for End Users, and Client may decline that authorization in the notice described below. Client may, by written notice under Section 24 and at Client's sole risk, limit Protective Actions to those taken after Client's approval, or decline them entirely; that election is Client's determination under Section 9(f) and Client is responsible for its consequences, and ABT may, on thirty (30) days' written notice and notwithstanding Section 26, increase the Fees or modify or withdraw the security Services affected by that election; the election does not reduce the Fees. A designation under (b) or an election under this paragraph takes effect five (5) business days after ABT receives it, ABT will use commercially reasonable efforts to confirm receipt in writing, and Client then bears the consequences of the time it takes to reach Client and obtain approval. Designations and elections under this Section apply only to Client's environment and, notwithstanding any of them, ABT may take any action it considers necessary to protect ABT systems, ABT credentials, or other customers.

37.7 Allocation of Risk. A Protective Action taken in good faith is part of the Services and is not a breach of any service level or of any obligation to obtain approval or give advance notice, and time during which an account, device, or Service is restricted by a Protective Action is excluded from any service-level availability calculation. Client acknowledges that Protective Actions can lock out legitimate End Users,

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interrupt business operations, delay mail delivery, interrupt connected applications, service accounts, and automation, and respond to activity that later proves benign, that access through tokens already issued, application passwords, and other credentials can continue for a period after a Protective Action, and that Client accepts that risk in exchange for ABT's authority to act at any hour. ABT does not warrant that any Security Event will be detected, that any Protective Action will be taken, will be effective, or will prevent loss, or that the security features of any Third-Party Service will act as described by its provider; Section 12 and Section 16 apply.

37.8 Automated Decisions. ABT may use automated systems, including AI, to detect Security Events and to decide on, take, and reverse Protective Actions. Those systems are AI Services, and Section 32 applies to them in addition to this Section 37 and Section 11. Sections 32.3 and 32.11 do not limit ABT's authority under this Section. For purposes of Sections 32.3 and 32.11, Protective Actions are security measures and are not consequential decisions about any individual.

37.9 Liability. ABT's liability arising from or related to this Section is subject to Sections 32.8 and 37.7, and any such liability those Sections do not exclude is subject to Sections 11.1, 11.2, and 11.3, notwithstanding Section 11.4(c) and any reference to Section 11 or Section 11.4 in any other Section of these Terms or in any Exhibit, including Sections 3.4, 32.1, 32.4(c), 32.8, 35, and 37.8. A Protective Action taken in good faith is not fraud, willful misconduct, or an intentional and unauthorized disclosure or misuse of Confidential Information under Section 11.4. This Section does not limit Client's payment obligations or Client's obligations under Sections 14.2 and 32.13, and Section 11.5 continues to apply to ABT's indemnification obligations. Nothing in this Section excludes or limits liability that cannot be excluded or limited under applicable law, including to the extent California Civil Code Section 1668 so provides, and this Section will be construed, and if necessary reformed, to comply with that Section.

37.10 Survival. The last sentence of Section 37.4 and Sections 37.7 and 37.9 survive expiration or termination of the Agreement as to Protective Actions taken before it ended.

ACCEPTANCE

These Terms and Conditions are accepted by Client when Client executes an Order Form or other Agreement that incorporates these Terms by reference, or when Client accesses or uses the Services. A separate signature on these Terms is not required for them to be binding.

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EXHIBIT A: ABT SERVICE LEVELS

1. BUSINESS HOURS AND SUPPORT AVAILABILITY

1.1 Standard Business Hours: Monday through Friday, 8:00 AM to 5:00 PM Pacific Time, excluding ABT holidays listed in Section 1.3 of this Exhibit A.

1.2 Extended Support: For Critical (P1) and High (P2) severity issues as defined in Exhibit B, ABT provides emergency support coverage outside standard Business Hours via the ABT emergency support line.

1.3 ABT Holidays: ABT observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. ABT may designate additional holidays with reasonable advance notice to Client.

2. PROFESSIONAL SERVICES AND TIME AND MATERIALS

2.1 Professional services, project work, and consulting services outside the scope of the Subscription are available on a time-and-materials basis or as separately agreed in a Statement of Work.

2.2 Posted Rates. Time is billed in fifteen (15) minute increments, after any applicable minimum billable time, at ABT's then-current published rate for the applicable service tier. ABT's posted rate schedule is available at **https://www.myabt.com/rates** and **https://www.mortgageworkspace.com/rates**.

2.2.1 Updates to the Schedule. ABT may update the posted rate schedule from time to time, including by adding, renaming, re-scoping, or removing service tiers and by setting minimum billable times. An updated schedule takes effect for Services performed on or after the date it is posted, and does not change the rate for Services already performed. The schedule posted at those addresses is ABT's current schedule and supersedes any earlier schedule.

2.2.2 New Tiers Are Not Adjustments. The addition of a service tier to the posted schedule, or the rate for a service tier ABT did not previously offer, is a new posted rate and is not an adjustment or increase to Service fees for purposes of Section 26. Renaming or re-scoping a service tier that Client is already receiving does not make it a new tier, and any resulting increase in Client's fee for that Service remains subject to Section 26.

2.3 Where on-site or out-of-town professional services are requested, Client will reimburse ABT for reasonable travel expenses, including coach airfare, ground transportation or auto rental, lodging, and a per-diem meal allowance based on the U.S. General Services Administration (GSA) Federal Per Diem Rates for the applicable location.

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2.4 Travel Time. Travel time for ABT professionals is billed at fifty percent (50%) of the applicable posted rate.

2.5 Client-Caused Support. Time ABT spends addressing an issue caused by Client's own systems, personnel, or third-party vendors is billable at the applicable posted rate.

2.6 Data Transfer. Data export and transfer services are invoiced in advance against ABT's written estimate, with a three (3) hour minimum.

2.7 Stalled Projects. Where a project is delayed for reasons other than ABT's performance for more than five (5) consecutive months, ABT may invoice work performed to date and treat the remaining scope as a new engagement at then-current posted rates.

3. UPTIME AND AVAILABILITY

3.1 ABT targets the uptime percentages specified in Exhibit C for each respective Service. Uptime is calculated as: (Total minutes in month − Downtime minutes) / Total minutes in month × 100, where Downtime has the meaning given for each Service in the table in Exhibit C.

3.2 Exclusions from Downtime: The following are not counted as Downtime for purposes of SLA calculations:

a. Scheduled maintenance windows (advance notice provided by ABT);

b. Events caused by Client's acts or omissions, including Client-side network failures;

c. Force majeure events as described in Section 17;

d. Third-party service unavailability beyond ABT's reasonable control, including Microsoft 365 or Azure service interruptions;

e. Internet or telecommunications outages not caused by ABT;

f. Client's refusal to implement a required update or security patch;

g. Protective Actions under Section 37, and any other action ABT takes in good faith to contain, investigate, or prevent a Security Event or Security Incident;

h. Emergency maintenance ABT performs in good faith to address a security vulnerability or threat or an urgent stability risk.

4. DISASTER RECOVERY

4.1 Recovery Time Objective (RTO): Following ABT's declaration of a disaster affecting an ABT-operated Microsoft Azure environment supporting an ABT-hosted Service, ABT will use commercially reasonable efforts to restore the affected ABT-hosted Services within the recovery time objective stated in

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the applicable Agreement or, where the Agreement states none, within seventy-two (72) hours (the "RTO Commitment").

4.2 Recovery Point Objective (RPO): In a declared disaster scenario, ABT's recovery processes are designed to limit Client Data loss for the affected ABT-hosted Services to the recovery point objective stated in the applicable Agreement or, where the Agreement states none, to a maximum of twenty-four (24) hours (the "RPO Commitment").

4.3 Remedy. If ABT fails to meet the RTO Commitment or the RPO Commitment for an affected ABT-hosted Service following a declared disaster, Client may request a service credit equal to the credit for the maximum Downtime tier for that Service under Exhibit C, as Client's sole and exclusive remedy for such failure. The RTO Commitment and RPO Commitment do not apply to the extent a failure is caused by a force majeure event, by Third-Party Services (including Microsoft 365 or Azure) outside ABT's reasonable control, or by Client's acts or omissions.

4.4 Disaster recovery objectives apply to ABT-hosted Services. Microsoft 365 recovery is governed by Microsoft's own SLA and disaster recovery commitments.

5. SLA CREDITS

5.1 If ABT fails to meet the monthly uptime target for a Service, Client may request a service credit calculated under the tiered schedule in Exhibit C.

5.2 To receive a credit, Client must submit a written request to ABT within thirty (30) calendar days after the end of the affected month, describing the Downtime event and its duration.

5.3 Service credits are calculated as a percentage of the monthly fee for the affected Service for the month in which the uptime target was not met, are applied to a future invoice, and are Client's sole and exclusive remedy for ABT's failure to meet uptime commitments. The total service credit for any Service in any single month will not exceed twenty-five percent (25%) of the monthly fee for that Service. Credits do not apply to time-and-materials services and are not payable if Client's account is past due.

EXHIBIT B: SEVERITY RATING SYSTEM

ABT prioritizes and responds to support issues based on the following severity ratings:

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Severity	Definition	Initial Response Target	Resolution Target
Critical (P1)	Complete Service outage or loss of core functionality affecting all or substantially all End Users; no workaround available; direct business impact.	Within 1 hour (24/7)	Commercially reasonable efforts; 4-hour target for workaround
High (P2)	Significant Service degradation affecting many End Users; limited workaround available; material business impact.	Within 2 hours (Business Hours)	Commercially reasonable efforts; 8-hour target for workaround
Medium (P3)	Partial Service impairment affecting some End Users or non-critical features; workaround exists; moderate business impact.	Within 4 Business Hours	Next scheduled maintenance window or within 5 business days
Low (P4)	Minor issue; cosmetic defect; general question; feature request; no material operational impact.	Within 1 Business Day	Commercially reasonable efforts; scheduled per ABT product roadmap

Response and resolution targets are goals, not guarantees. Actual resolution times may vary based on issue complexity and Client cooperation. ABT will provide regular status updates for P1 and P2 issues until resolved. The High (P2) initial response target runs during Business Hours only; emergency support for P2 issues outside Business Hours under Exhibit A Section 1.2 is provided on a commercially reasonable efforts basis without a separate response target.

EXHIBIT C: SERVICE LEVEL AGREEMENTS BY PRODUCT

The following SLA commitments apply to each ABT-managed Service. “Downtime” means, for each Service, the condition stated in that Service’s “Downtime Definition” in the table below, excluding the causes listed in Exhibit A Section 3.2. Service credits for all Services are calculated under the tiered monthly-uptime schedule below and are capped at twenty-five percent (25%) of the monthly fee for the affected Service per month, as provided in Exhibit A Section 5.

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CREDIT SCHEDULE (APPLIES TO EACH SERVICE BELOW)

Monthly Uptime Achieved (against target)	Service Credit (% of monthly fee for the affected Service)
At or above target	No credit
Below target but at or above 98.0%	5%
Below 98.0% but at or above 95.0%	10%
Below 95.0%	25% (maximum)

Service / Product	Monthly Uptime Target	Downtime Definition
DocumentGuardian	99%	Period during which End Users are unable to access their ABT-hosted DocumentGuardian environment.
AMB (Automated Mortgage Banking)	99%	Period during which End Users are unable to access their ABT-hosted AMB environment.
Calyx PointCentral	99%	Period during which End Users are unable to access their ABT-hosted Calyx PointCentral environment.
M365 Guardian Cloud Backup	99%	Period during which the backup service fails to perform scheduled backups or End Users are unable to initiate a restore from ABT's backup platform.
M365 Guardian MxDR	99%	Period during which ABT's managed detection and response monitoring console is unavailable to ABT's security operations team, preventing threat monitoring.
M365 Guardian for Microsoft 365	99%	Period during which End Users are unable to access the ABT-managed Microsoft 365 tenant for that Client, excluding Microsoft-caused outages. Note: Microsoft's own Service Level Agreement (SLA) governs Microsoft-caused disruptions.
Mortgage BI	99%	Period during which End Users are unable to access their ABT-hosted Mortgage BI reporting environment.

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Service / Product	Monthly Uptime Target	Downtime Definition
MortgageWorkSpace Cloud PCs	99%	Period during which End Users are unable to connect to their ABT-provisioned MortgageWorkSpace virtual desktop sessions.
MortgageWorkSpace Virtual Servers	99%	Period during which End Users are unable to access their ABT-hosted MortgageWorkSpace virtual server environment.
MortgageExchange	99%	Period during which End Users are unable to access their ABT-hosted MortgageExchange environment.
App Pilot	99%	Period during which End Users are unable to access their ABT-hosted App Pilot environment.
SMART Email Signatures	99%	Period during which End Users are unable to access their ABT-hosted SMART Email Signatures environment.

Note on Third-Party Services: SLA credits apply only to ABT-managed components. Microsoft 365 service availability is governed by Microsoft's own SLA commitments, which are available on Microsoft's website. Microsoft-caused outages are excluded from ABT's SLA calculations as provided in Exhibit A.

EXHIBIT D: DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of the Terms and applies to ABT's processing of Personal Data within Client Data. Capitalized terms not defined here have the meaning given in the Terms.

1. ROLES OF THE PARTIES

With respect to Personal Data within Client Data, Client is the "controller" or "business," and ABT is the "processor," "service provider," or "contractor," as those terms are defined under applicable privacy laws. ABT processes such Personal Data only on Client's behalf for the limited and specified business purposes of providing the Services and as described in this DPA, and not for ABT's own commercial purposes.

2. PROCESSING DETAILS

Subject matter: ABT's provision of the Services. **Duration:** the Term plus the retention period in Section 15 of the Terms. **Nature and purpose:** hosting, management, storage, security, support, and

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related processing necessary to provide the Services. **Types of Personal Data:** as submitted by Client and its End Users, which may include identifiers, contact data, employment data, and, where Client uses the Services for that purpose, financial information. **Categories of data subjects:** Client's End Users, employees, customers, and other individuals whose information Client submits.

3. ABT OBLIGATIONS

3.1 Purpose Limitation. ABT will not retain, use, or disclose Personal Data within Client Data except as necessary to provide the Services, as permitted by this DPA, or as required by law, and will not sell or share such Personal Data or combine it with data from other sources except as permitted by applicable law. ABT certifies that it understands and will comply with these restrictions.

3.2 Confidentiality. ABT will ensure that personnel authorized to process Personal Data are bound by confidentiality obligations.

3.3 Security. ABT will implement and maintain the safeguards described in Section 3 of the Terms, assessed through the SOC reports described in Section 25.

3.4 Assistance. Taking into account the nature of the processing, ABT will provide reasonable assistance to Client, at Client's expense for any non-trivial effort, in responding to verified data-subject requests and in meeting Client's security, breach-notification, and data-protection-assessment obligations under applicable privacy laws.

3.5 Same Level of Protection. ABT will provide at least the level of privacy protection for Personal Data that is required of a service provider, processor, or contractor under applicable privacy laws, and will notify Client if ABT determines it can no longer meet this obligation.

4. SUB-PROCESSORS

4.1 Client authorizes ABT to engage Sub-processors, including Microsoft Corporation, any AI Provider to the extent it processes Personal Data on ABT's behalf, and ABT's hosting, security, and backup subcontractors, to process Personal Data in connection with the Services.

4.2 ABT will maintain a current list of Sub-processors that process Personal Data and will make it available to Client on request at a stable location. ABT will provide Client at least thirty (30) days' notice before a new Sub-processor begins processing Personal Data. Client may object within that period on reasonable, documented data-protection grounds. Except as provided in the last two sentences of this Section 4.2, if the parties cannot resolve the objection, Client's sole and exclusive remedy is to terminate the affected Service and receive a refund of any prepaid, unused fees for that Service, except that Subscription Commitments under Section 6.5 of the Terms are non-cancellable, remain payable for their committed terms, and survive such termination; no termination under this Section relieves Client of its

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obligations under Section 6.5. Notice under this Section is not required when an AI Provider already on the list changes the model, version, or feature it provides. An objection to an AI Provider entitles Client only to decline the affected AI Service under Section 32.17 and does not entitle Client to any refund, credit, or termination right, except that where Section 32.17 does not permit Client to decline that AI Service and the parties cannot resolve the objection, ABT will, at its option, either stop using that AI Provider to process Client's Personal Data within a reasonable period or permit Client to terminate the affected Service and receive the refund stated in this Section 4.2, subject to Section 6.5 of the Terms. ABT's election under the preceding sentence is Client's sole and exclusive remedy for that objection.

4.3 ABT will impose data-protection obligations on its Sub-processors no less protective than those in this DPA and remains responsible for its Sub-processors' performance of those obligations, subject to the limitations of liability in Section 11 of the Terms. For an AI Provider, ABT's obligations and responsibility under this Section 4.3 are limited as stated in Section 32.16 of the Terms, which controls over this DPA notwithstanding Section 9 of this DPA and Section 33.3 of the Terms, except to the extent applicable law requires otherwise, and the AI Provider's standard data-processing terms satisfy the first clause of this Section 4.3. For purposes of Section 19.1(b) of the Terms, an AI Provider's standard confidentiality and data-processing terms are confidentiality obligations no less protective in substance than those in Section 19, except to the extent applicable law requires otherwise. For Microsoft Corporation as the provider of Microsoft 365 and Microsoft Azure, ABT's responsibility under this Section is limited to ABT's selection, configuration, and management of those platforms within Client's environment, and Microsoft's performance of its own platform obligations is governed by Section 16 and Microsoft's terms.

5. AUDIT

ABT will make available to Client the information necessary to demonstrate compliance with this DPA through the SOC reports and security questionnaire responses described in Section 25 of the Terms. On-site assessments are limited to those described in Section 25.2.

6. RETURN AND DELETION

On termination or expiration, ABT will make Client Data available for export for thirty (30) calendar days as provided in Section 8.3 of the Terms. Thereafter, Personal Data within Client Data that is governed by the applicable Microsoft platform's data-retention and deletion lifecycle is deleted in accordance with that lifecycle, and ABT-controlled copies of Personal Data are deleted, overwritten, or allowed to expire in the ordinary course of ABT's applicable retention cycle, in each case as provided in Section 15 of the Terms and except where retention is required by law. Upon Client's written request, ABT will certify the

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deletion of ABT-controlled copies that ABT has completed; that certification covers ABT-controlled copies only.

7. DE-IDENTIFIED DATA

ABT may create and use De-identified Data and aggregated data derived from Client Data as permitted by Section 15 of the Terms, subject to the de-identification commitments stated there.

8. GLBA INTERACTION

The parties acknowledge that, to the extent Personal Data within Client Data is nonpublic personal information subject to Title V of the Gramm-Leach-Bliley Act (GLBA), such information is governed by GLBA and the parties' respective GLBA obligations, and in most states is exempt at the data level from state comprehensive consumer-privacy laws. The processor covenants in this DPA apply to Personal Data that is not so exempt (such as marketing, prospect, web-analytics, Client employee or human-resources data, and vendor-contact data) and to Personal Data in jurisdictions that do not provide an applicable GLBA exemption. Nothing in this DPA constitutes an admission that ABT is a "financial institution" under GLBA.

9. LIABILITY; PRECEDENCE

This DPA is subject to, and does not increase, the limitations and exclusions of liability in Sections 11 and 32.8 of the Terms; the aggregate liability of each party under the Terms and this DPA together remains subject to Section 11. In the event of a conflict between this DPA and the body of the Terms with respect to the processing of Personal Data, this DPA controls, except that Sections 11 and 32.8 of the Terms control as to liability and any term required by applicable law controls to the extent of the conflict.

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