Subscription Agreement

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

"Access Credentials" means any user name, identification number, password, PIN, or other code, method or technology used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"Affiliate" means any entity that controls, is controlled by or is under common control with a Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management and operations of such entity, whether through ownership of voting securities, by contract, or otherwise. For purposes of this Agreement, neither Party is an Affiliate of the other Party.

"Authorized Users" means Customer, its Representatives, and any other Persons who are authorized by Customer to access and use the Services pursuant to and in compliance with the rights granted to Customer under this Agreement. Authorized Users include a Node User and Node Participant.

"Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services, or that incorporates or is derived from the Processing or storage of such information, data, or content in or through the Services or a Node in the Finigree Node Network. Customer Data includes Node Participant Data. Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Disabling Device" means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by OriTrust, Finigree, or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of OriTrust, Finigree, or its designee.

"Documentation" means any manuals, instructions, or other documents or materials that OriTrust provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services, Finigree Node Network, or OriTrust Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Finigree" means ePar, LLC, a Nebraska limited liability company (formerly known as ATS Secured).

"Finigree Node Network" is a network consisting of Nodes licensed by Finigree to entities for acquiring and disseminating data.

"Finigree Smart Network" means the Finigree platform that operates as a social network for smart applications and the management of data.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or OriTrust Systems as intended by this Agreement. Harmful Code does not include any OriTrust Disabling Device.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, code or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance provider.

"Node" means an instance of the Finigree Node Network that is based on Finigree technology, including its distributed ledger, and components of the Finigree Smart Network. Subject to the terms set forth in this Agreement, Customer will have a sublicense to access and use a Node on the Finigree Node Network.

"Node Participant Data" means all information provided by a Node Participant that is input by Node Participant in a Node.

"Node User" means a customer or authorized user of Customer or a Node Participant that is given access to the Services pursuant to the terms and conditions of this Agreement.

"Node User Data" means all information provided by a Node User that is input by such Node User into a Node.

"Node Network Member" means a party that is permitted to be a member in the Finigree Node Network that enables such party to access the Finigree Node Network. A party acquiring license or sublicense rights to a Node is deemed to be a Node Network Member. For purposes of this Agreement, Customer, and any Node Participant that Customer sublicenses its rights granted hereunder to, is a Node Network Member.

"Node Participant" means an entity granted rights by OriTrust, or a Customer if permitted under this Agreement, to access OriTrust's Node in connection with the OriTrust's Services, and pursuant to the terms and conditions of this Agreement.

"OriTrust Materials" means the Services, Documentation, and OriTrust Systems and any and all other information, specifications data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by OriTrust or any subcontractor in connection with the Services or otherwise comprise or relate to the Services or OriTrust Systems. For the avoidance of doubt, OriTrust Materials include Resultant Data and any information, data, or other content derived from OriTrust's monitoring of

Customer's access to or use of the Services, but do not include Customer Data.

"OriTrust Personnel" means all individuals involved in the performance of Services as employees, agents, or independent contractors of OriTrust.

"OriTrust Systems" means the information technology infrastructure used by or on behalf of OriTrust in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), nodes, and networks, whether operated directly by OriTrust or through the use of third-party services, including those provided by Finigree.

"Permitted Use" means use of the Services by an Authorized User for the internal benefit of Customer or Customer's sublicensees.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

"Representatives" means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service provider, sublicensees, subcontractors, and legal advisors.

"Resultant Data" means data and information related to Customer's, or an Authorized User's, use of the Services that is used by OriTrust in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the software-as-a-service offering described in the Order Form.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to OriTrust.

2. **Services**.

2.1 <u>Access and Use</u>. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, OriTrust hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14.8) right to access and use the Services during the Term, solely for use by Customer and Authorized Users in connection with the Permitted Use and in accordance with the terms and conditions of this Agreement.

2.2 <u>Documentation License</u>. OriTrust hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 14.8) license to use the Documentation relating to the Services during the Term solely in connection with the Permitted Use.

2.3 <u>Customer Systems and Control</u>. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the OriTrust Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials relating to the Services; (ii) results obtained from any use of the Services or

OriTrust Materials; and (iii) conclusions, decisions, or actions based on such use of the Services.

2.4 <u>Reservation of Rights</u>. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, OriTrust Materials, Finigree Node Network, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, Finigree Node Network, the OriTrust Materials, and the Third-Party Materials are and will remain with OriTrust and the respective rights holders in the Third-Party Materials.

2.5 <u>Changes</u>. OriTrust reserves the right, in its sole discretion, to make any changes to the Services and OriTrust Materials that it deems necessary.

2.6 <u>Services Terms of Use</u>. Customer represents and warrants to OriTrust that Customer and all Authorized users to which Customers provide access to the System will comply with OriTrust's Services Terms of Use Policy available at www.oritrust.com.

2.7 <u>Suspension or Termination of Services</u>. OriTrust may, directly or indirectly, and by use of a Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or OriTrust Materials, without notice and without incurring any resulting obligation or liability, if: (a) OriTrust receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires OriTrust to do so; (b) OriTrust determines such action is necessary with respect to unplanned technical issues; or (c) OriTrust believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services or a Node beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; (iii) such action is necessary in order to preserve the security or integrity of the Services, Finigree Node Network, Finigree Smart Network or OriTrust Systems; or (iv) this Agreement expires or is terminated. This Section 2.7 does not limit any of OriTrust's other rights or remedies, whether at law, in equity, or under this Agreement.

2.8 <u>OriTrust Subcontractors</u>. In the event that OriTrust engages any subcontractor to perform Services, OriTrust shall ensure each subcontractor complies with the relevant terms of this Agreement.

3. **Finigree Node Network**.

3.1 <u>License to Node</u>. OriTrust hereby grants to Customer a limited, nontransferable (except as provided herein), non-assignable, sub-licensable (only in the Services as further detailed in this Agreement), royalty free license to access and use a Node for the Services. The foregoing license includes a right to access and use the Documentation relating to a Node and/or the Finigree Node Network.

3.2 <u>Node Network Membership</u>. Customer's license to access and use a Node in accordance with Section 3.1 includes membership in the Finigree Node Network that enables Customer to access the Finigree Node Network and Finigree's distributed ledger. Customer must comply at all times with the Node Network Member Terms of Use available at https://www.atssecured.com/?do=about&case=tou.

3.3 <u>Node User Access</u>. As part of Customer's license to access and use a Node and membership in the Finigree Node Network, Customer may allow Authorized Users to use the Node licensed by Customer under this Agreement solely for the purposes set forth in the Order Form. Each Authorized User's access and use of the Node pursuant to this Agreement shall be subject to the terms of the Node User Acceptable Use Policy available at www.oritrust.com

3.4   Documentation. Customer may reproduce Documentation relating to a Node and/or the Finigree Node Network, and distribute the Documentation relating to a Node and/or the Finigree Node Network for its own internal use and that of its agents and contractors provided that all titles, trademarks, trade names, copyright, restricted rights, and other proprietary notices of Finigree or OriTrust are retained. Customer may also provide Node Participants or Node Users with Documentation relating to a Node and/or the Finigree Node Network to facilitate their use of a Node in accordance with the terms hereof.

3.5   Support and Maintenance Services. Support and maintenance in connection with a Node and the Finigree Node Network will be provided in accordance with the terms of the Order Form.

3.6   Ownership. Except for the license rights to access and use a Node, membership rights in the Finigree Node Network and use of Documentation relating to a Node and/or the Finigree Node Network granted herein, title to a Node, Finigree Node Network and Documentation, shall remain vested in Finigree, or its suppliers and licensors.

3.7   Suspension of Termination. Finigree may, directly or indirectly, and by use of a Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of a Node or the Finigree Node Network, without incurring any resulting obligation or liability, if: (a) OriTrust or Finigree receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires OriTrust or Finigree to do so; (b) OriTrust or Finigree determines such action is necessary with respect to unplanned technical issues; or (c) either OriTrust or Finigree believe, in their sole discretion, that: (i) Customer or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services or a Node beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; (iii) such action is necessary in order to preserve the security or integrity of the Services, Finigree Node Network, Finigree Smart Network or OriTrust Systems; or (iv) this Agreement expires or is terminated. This Section 3.7 does not limit any of Finigree or OriTrust's other rights or remedies, whether at law, in equity, or under this Agreement.

4.   **Use Restrictions; Service Usage and Data Storage**. Customer shall not, and shall not permit any other Person to, access or use the Services or OriTrust Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the Services or OriTrust Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or OriTrust Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or OriTrust Materials, in whole or in part; (d) bypass or breach any security device or protection used by the Services or OriTrust Materials or access or use the Services or OriTrust Materials other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the Services or OriTrust Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, OriTrust Systems, or OriTrust's provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any trademarks, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or OriTrust Materials, including any copy thereof; (h) access or use the Services or OriTrust Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law; (i) access or use the Services or OriTrust Materials for purposes of competitive analysis of the Services or OriTrust Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the OriTrust's detriment or commercial disadvantage; or (j) otherwise access or use the Services or OriTrust Materials beyond the scope of the authorization granted under this Agreement.

5.   **Customer Obligations**.

5.1   Customer Systems and Cooperation. Customer shall at all times during the Term (a) set up, maintain, and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used; and (b) provide all cooperation and assistance as OriTrust may reasonably request to enable OriTrust to provide the Services and to exercise its rights and perform its obligations under and in connection with this Agreement.

5.2   Effect of Customer Failure or Delay. OriTrust is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3   Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 44, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and OriTrust Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify OriTrust of any such actual or threatened activity.

6.   **Security**.

6.1   Information Security. OriTrust will employ security measures for the Services in accordance with the data privacy and security standard, as may be amended from time to time, a current copy of which is set forth in Exhibit A.

6.2   Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) the security and use of Customer's and its Authorized Users' Access Credentials; (c) Customer Systems, and (d) all access to and use of the Services and OriTrust Materials, directly or indirectly, by or through, Customer, Authorized Users' or any of their Access Credentials, with or without Customer's or Authorized User's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.3   Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services, a Node, the Finigree Node Network or the OriTrust Systems; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

7.   **Fees and Payment**.

7.1   Fees. For the Services, license to a Node, and Support Services, Customer shall pay OriTrust the fees set forth in the Order Form ("Fees") in accordance with the payments terms set forth on the Order Form and the other terms of this Section 7.

7.2   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on OriTrust's income.

7.3   No Deductions or Setoffs. All amounts payable to OriTrust under this Agreement shall be paid by Customer to OriTrust in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

8.   **Confidentiality**.

8.1   Confidential Information. In connection with this Agreement each party ("Disclosing Party") may disclose or make available Confidential Information to the other party ("Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing, all OriTrust Materials are the Confidential Information of OriTrust and the financial terms of this Agreement are the Confidential Information of each Party. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; or (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.

8.2   Protection of Confidential Information. Receiving Party shall not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement. Except as otherwise set forth in this Agreement, Receiving Party shall not disclose or permit access to Confidential Information other than to its Representatives who (a) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Agreement; and (c) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Agreement. Receiving Party shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

8.3   Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Agreement; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.3, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

9.   **Intellectual Property Rights**.

9.1   OriTrust Materials. All right, title, and interest in and to the OriTrust Materials, including all Intellectual Property Rights therein, are and will remain with OriTrust and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the OriTrust Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 4. All other rights in and to the OriTrust Materials are expressly reserved by OriTrust. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to OriTrust an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

9.2   Node and Finigree Node Network. Except for the license rights to access and use a Node, membership rights in the Finigree Node Network and use of Documentation relating to a Node and/or the Finigree Node Network granted herein, title to a Node, Finigree Node Network and Documentation as delivered by OriTrust shall remain vested in Finigree or its suppliers and licensors.

9.3   Customer Data. As between Customer and OriTrust, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights granted in this Agreement, including, without limitation, Section 9.6.

9.4   Node User Data. Node Users shall retain all right, title and interest in and to all Node User Data, subject to the rights granted to OriTrust, Finigree and Customer to use such Node User Data in accordance with this Agreement and the Node Acceptable Use Policy as set forth in this Agreement.

9.5   Node Participant Data. Node Participants shall retain all right, title and interest in and to all Node Participant Data, subject to the rights for OriTrust, Finigree and Customer to use such Node Participant Data in accordance with this Agreement and the Node Network Participant Terms of Use as set forth in this Agreement

9.6   Consent to Use Customer Data. Customer hereby grants OriTrust and Finigree a worldwide, non-exclusive license to access, use, reproduce, electronically distribute, transmit, display, store, archive and index Customer Data for the purpose of providing the Services and access/use rights to a Node and Finigree Node Network to Customer and supporting Customer's use of the Services, a Node and the Finigree Node Network. Notwithstanding anything in this Agreement to the contrary, Customer agrees that OriTrust and Finigree may collect and analyze data and other information relating to the provision, use and performance of the Services, a Node and the Finigree Node Network (including, without limitation, information concerning Customer Data and data derived therefrom), and OriTrust or Finigree may (during and after the Term hereof) (a) use such information and data to improve and enhance the Services or the Finigree Node Network and for other development, diagnostic and corrective purposes in connection with the Finigree Node Network, and/or (b) use such data and any Resultant Data solely in anonymized or other de-identified form in connection with OriTrust's or Finigree's business.

10.   **Representations and Warranties**.

10.1   Mutual Representations and Warranties. Each party represents and warrants to the other party that (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. In addition, each party shall comply with all applicable Laws as they concern this Agreement or the subject matter hereof.

10.2   Additional OriTrust Representations, Warranties, and Covenants. OriTrust represents, warrants, and covenants to Customer that OriTrust will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

10.3   Additional Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to OriTrust that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by OriTrust and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

10.4   DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1 AND SECTION 10.2, ALL SERVICES AND ORITRUST MATERIALS ARE PROVIDED "AS IS." ORITRUST SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ORITRUST MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR ORITRUST MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

11.   Indemnification.

11.1   OriTrust Indemnification. OriTrust shall indemnify, defend, and hold harmless Customer and Customer's officers, directors, employees, agents, successors, and permitted assigns (each, a "Customer Indemnitee") from and against any and all Losses incurred by Customer Indemnitee resulting from any Action by a third party (other than an Affiliate of Customer Indemnitee) that Customer's or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Documentation) infringes or misappropriates such third party's Intellectual Property Rights, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

(a)   Third-Party Materials or Customer Data;

(b)   access to or use of the OriTrust Materials in combination with any hardware, system, software, network, or other materials or service not provided by OriTrust or specified for Customer's use in the Documentation;

(c)   modification of the OriTrust Materials other than: (i) by or on behalf of OriTrust; or (ii) with OriTrust's written approval in accordance with OriTrust's written specification;

(d)   failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of OriTrust;

(e)   negligence or more culpable act or omission (including recklessness or willful misconduct) by OriTrust, in connection with this Agreement; or

(f)   act, omission, or other matter described in Section 11.2(a), Section 11.2(b), Section 11.2(c), or Section 11.2(d), whether or not the same results in any Action against or Losses by any OriTrust Indemnitee.

11.2   Customer Indemnification. Customer shall indemnify, defend, and hold harmless OriTrust and its subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "OriTrust Indemnitee") from and against any and all Losses incurred by such OriTrust Indemnitee resulting from any Action by a third party (other than an Affiliate of an OriTrust Indemnitee) that arise out of or result from, or are alleged to arise out of or result from:

(a)   Customer Data, including any Processing of Customer Data by or on behalf of OriTrust in accordance with this Agreement;

(b)   any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including OriTrust's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by OriTrust;

(c)   allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or

(d)   negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

11.3   Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2, as the case may be. The party seeking indemnification ("Indemnitee") shall cooperate with the other party ("Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel [of its choice/reasonably acceptable to the Indemnitee] to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this Section 11, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

11.4   Mitigation. If any of the Services or OriTrust Materials are, or in OriTrust's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or OriTrust Materials is enjoined or threatened to be enjoined, OriTrust may, at its option and sole cost and expense, (a) obtain the right for Customer to continue to use the Services and OriTrust Materials as contemplated by this Agreement; (b) modify or replace the Services and OriTrust Materials, in whole or in part, to seek to make the Services and OriTrust Materials (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute Services and OriTrust Materials, as applicable, under this Agreement; or (c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Services and OriTrust Materials.

11.5   Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND ORITRUST'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND ORITRUST MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12.   Limitations of Liability.

12.1   EXCLUSION OF DAMAGES. IN NO EVENT WILL ORITRUST OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE

OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF ORITRUST AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ORITRUST UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. **Termination**.

13.1 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) OriTrust may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than fifteen days after OriTrust's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 4 , Section 6.3, or Section 8;

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.2 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) OriTrust shall immediately cease all use of any Customer Data or Customer's Confidential Information and promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information (except as otherwise prohibited under applicable law);

(c) Customer shall immediately cease all use of any Services or OriTrust Materials and (i) promptly return to OriTrust, or at OriTrust's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any OriTrust Materials or OriTrust's Confidential Information; and (ii) permanently erase all OriTrust Materials and OriTrust's Confidential Information from all systems Customer directly or indirectly controls; and (iii) certify to OriTrust in a signed written instrument that it has complied with the requirements of this Section 13.2(c);

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential in its then current state and solely to the extent and for so long as required by applicable Law; (ii) OriTrust may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course; and (v) all information and materials described in this Section 13.2(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement; and

(e) OriTrust may disable all Customer and Authorized User access to the OriTrust Materials.

13.3 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 4, Section 8, Section 10.4, Section 111, Section 122, Section 13.2, this Section 13.3, and Section 144.

14. **Miscellaneous**.

14.1 Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

14.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that OriTrust may, without Customer's consent, include Customer's name and other indicia in its lists of OriTrust's current or former customers of OriTrust in promotional and marketing materials.

14.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as set forth in the Order Form (or to such other address or such other person that such party may designate from time to time in accordance with this Section 14.4). Notices sent in accordance with this Section 14.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.5 Interpretation. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

14.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.7   Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules, attachments, and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

14.8   Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, change of control, change of ownership or otherwise, without OriTrust's prior written consent, which consent may be withheld in OriTrust's sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which OriTrust's prior written consent is required. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

14.9   Force Majeure.

(a)   No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of sixty (60) days or more.

(b)   Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14.10   No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14.11   Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.12   Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.13   Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Nebraska. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska in each case located in the city of Omaha and County of Douglas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

14.14   Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 4, Section 5.3, Section 6.2, or Section 8 would cause OriTrust irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, OriTrust will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.15   Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

EXHIBIT A

DATA SECURITY STANDARD

This following is intended to provide the reader with a high-level, broad overview of the security practices implemented by Finigree with respect to the Finigree Node Network and applications hosted by Finigree, including the Services. It is not intended to be comprehensive, but rather designed to provide a tech-savvy reviewer with a quick and easy means to familiarize themselves with the information technology security structures implemented at Finigree.

Web Application Security

- All web application traffic is forced through an encrypted (TLS) channel

- All web application user account passwords are hashed (bcrypt) with a random salt

- Web application passwords must meet certain minimum standards

o 8+ characters, 1+ digits, 1+ symbols

- Web application passwords are tested against a list of compromised passwords (from previous third-party data breaches) to alert the user of insecure password usage

- Registration and account recovery activities require successful CAPTCHA validation against a proprietary CAPTCHA system

o not reused at other sites

- During log in, accounts are locked after a predetermined number of failed log in attempts

- During log in, the application will not reveal whether a particular username or email address exists in the platform

- During log in, an optional user-selected security image is displayed to deter phishing attempts

- During log in, failed account access attempts are recorded on a per IP basis

o purged upon successful authentication at the same IP

- During log in, successful account access attempts are recorded indefinitely

- During log in, if the user has opted for it to be enabled, a two-factor authentication interstitial will appear requiring an additional, out-of-band authentication event

- During account recovery, the application will not reveal whether a particular username or email address exists in the platform

- During account recovery, the user is required to validate against account security questions to receive a password recovery email

- Files stored in the web application's "Documents" solution are encrypted at rest

- Files stored in the web application's "Documents" solution are tested against a whitelist of acceptable filetypes at the time of upload

- Images stored in the web application's "Pictures" solution have their EXIF data removed during upload, preventing unintended exposure of, e.g., picture latitude/longitude coordinates

- Images stored in the web application's "Pictures" solution are tested against a whitelist of acceptable filetypes at the time of upload

- Certain sensitive account details (last 4 digits of SSN or bank account numbers) are encrypted within the web application database

- Web application SSL certificates are regularly analyzed (Qualys SSL Labs) to ensure A-grade minimum

o A+ rated as of September 4, 2019

- Web applications implement various methods of monitoring and filtering user-submitted content

o shared URLs can be "blacklisted" to warn users about potential malicious content, network updates can be passively flagged as containing offensive language, etc.

- Web applications validate user sessions, permissions, and request data server-side to help prevent client-side data manipulation

- Web applications implement methods to prevent cross-site request forgery, such as requiring stateful randomly-generated tokens to validate requests at the server level

- Web application user sessions automatically timeout after a predetermined duration

o length of session, as well as time since last activity

- Web applications implement CORS filters to restrict cross-origin resource sharing

- Web applications implement "frame-breaking" technologies to help prevent clickjacking and phishing attempts

- Web application administrator privileges are session-based, requiring a second session in addition to the standard web application user session

- The web application authentication system implements a flood-prevention mechanism, temporarily barring users from service access when certain rate limits are exceeded

Network Infrastructure Security

Finigree takes a layered approach to network security and incorporates different measures at each tier.

- All servers and workstations are protected by Sophos Security suite (all locations)

o Peripheral management

o Application control

o Web traffic policing

o Update management

- All site-to-site VPN tunnels are protected with AES 128 Encryption (across all sites)

- At AWS, there are multiple tiered access lists required to gain access to our private infrastructure which are protected behind multiple firewalls

o IP Route lists at the VPN tunnel level determine which networks can connect

o Separate network access lists for each server determine protocols allowed for each server

o Network Server Security group access lists also need to be configured to determine protocols allowed to connect to each server in that group.

o Private SSH Keys are required for all public-facing servers

o Publicly accessed web servers are locked down to only allow certain ports to connect.

- Subnetting is used to control IP traffic and create isolation of that traffic (across all sites)

o Each subnet has its own firewall access list to determine access

- CloudWatch at AWS is used to set monitoring thresholds on all production servers and send alerts based on those thresholds being breached

- At our data center, Intrusion Prevention Systems are set to monitor inline IP traffic

- Network monitoring in addition to CloudWatch is utilized to monitor any outages the infrastructure (across all sites)

- Blacklisting and whitelisting are also in place to allow or disallow network access

- GeoIP-based firewall rules are in place to block IPs with negative reputation; lists are updated every 24 hours (all non-AWS sites)

- All network infrastructure equipment and access is restricted to only authorized admin personnel (across all sites)

Data Center and Server Security

Omaha Data Center

Software Development Only

- POWER
  - UPS available

- ENVIRONMENTAL
  - Overhead cooling design options
  - Fire suppression systems with cross zone smoke detection

- SECURITY
  - 24/7/365
    - After hours proxy building access
    - Separate Locked Datacenter Space
    - Video cameras and recording

Amazon Web Services (AWS)

- https://aws.amazon.com/security/

- Multi-factor authentication available for users accessing AWS resources via the AWS console

- Restricted access to AWS console (e.g., committed code migrates to AWS via a Jenkins deployment pipeline, and not through manual means)

Servers

- Root login disabled

- System administrator server logins use key-based authentication

- IPv6 disabled on systems not communicating over IPv6

- Monthly OS updates

- FTP blocked (only SFTP allowed)

- SSL certificates expire annually, new signing requests upon each renewal

- Hardened nginx configuration

- nginx proxy for Spring Boot applications