

Exhibit B
GAINWELL TECHNOLOGIES LLC PURCHASE ORDER TERMS AND CONDITIONS
UNITED STATES JANUARY 2021

1 TERMS AND CONDITIONS

Unless this order ("Order"), also referred to as an "Agreement", issued pursuant to an executed procurement agreement between Gainwell Technologies LLC or an Affiliate or subsidiary of Gainwell Technology LLC issuing the Order (each and collectively, "Gainwell") and the person or entity identified as supplier ("Supplier"), this Order and any attachments are the sole agreement between Gainwell and Supplier with respect to the products ("Products") and/or services ("Services") specified herein. No other documents, including Supplier's proposals, invoices, quotations or acknowledgements become part of this Order unless approved in writing by Gainwell. No waiver of a term or condition or modification of this Order shall be binding on either party unless in writing and signed by authorized representative of each party. If this Order is issued pursuant to a separate procurement agreement between Gainwell and Supplier, said procurement agreement will control any conflicting terms.

"**Affiliate**" means any entity controlled, directly or indirectly, by, under common control with, or controlling a party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the party has operational or management control. For the purposes of this definition, control means the power, direct or indirect, to direct, or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the previous sentence, owning the majority of the voting stock, shares, securities or assets of another entity.

"**Gainwell Data**" means the content, information and data pertaining to Gainwell and/or customers of Gainwell ("Gainwell Customers") that is submitted to or accessed by Supplier pursuant to this Agreement. Gainwell Data may include, but is not limited to the following, each of which is defined more fully herein, Gainwell Sensitive Information, Confidential Information, Personal Information, and Protected Health Information (PHI).

"**Gainwell Sensitive Information**" means Gainwell Confidential Information, Intellectual Property, PHI, Gainwell Customer data, and Personal Information.

"**Maintenance and Support**" means updates, upgrades, patches, fixes, etc. and technical support provided for the Products and Services that Supplier is required to provide directly to Gainwell or a Gainwell Customer.

"**Software as a Service**" or "**SaaS**" means a licensing delivery model wherein software or other hosted services are licensed on a subscription basis, centrally hosted, and remotely accessed by users.

2 PRICES/TAXES, PAYMENT TERMS AND ACCEPTANCE

2.1 **Price.** Pricing shall be stated on this Order or in an executed procurement agreement. Except as otherwise provided in this Order, such prices are inclusive of applicable value added tax and other similar taxes (collectively "VAT"), freight charges and duties.

2.2 **Taxes.** Gainwell shall pay or reimburse Supplier for Value Added Tax, GST, PST, Sales and Use or any similar transaction taxes imposed on the sale of Products and/or Services sold to Gainwell under this Order provided the taxes are statutorily imposed either jointly or severally on Gainwell. Gainwell shall not pay or reimburse Supplier for any taxes which are statutorily imposed on Supplier including but not limited to taxes imposed on Supplier's net or gross income, capital, net worth, property, or any employment related taxes on Supplier or Supplier's personnel. Where Services are performed and/or Products are produced, sold or leased by Supplier in the same country as that of use by Gainwell, an Affiliate of Gainwell, or a Gainwell Customer, then invoicing and payment shall be by and between such local country entities of the parties, unless otherwise agreed upon by the parties in writing.

If Gainwell or an Affiliate of Gainwell is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by Gainwell or such Affiliate of Gainwell upon which the deduction is based shall be paid to Supplier net of such legally required deduction or withholding.

2.3 **U.S. Sales and Use Tax.** For U.S. purposes, and notwithstanding any language to the contrary above, prices are exclusive of Sales and Use tax. Such taxes, if applicable, shall be added separately in Supplier's invoice, and Gainwell shall remit such taxes to Supplier. Supplier will not invoice or otherwise attempt to collect from Gainwell any taxes with respect to which Gainwell has provided Supplier with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence, reasonably acceptable to Supplier, that such taxes do not apply.

2.4 **Payment Terms.** Gainwell agrees to pay Supplier the undisputed amount of an invoice within ninety (90) days after the receipt of a valid, complete and properly documented invoice. Any prompt payment discount will be calculated from the date a conforming invoice is received by Gainwell. Payment will be in U.S. currency. Payment will not constitute acceptance of Products and/or Services or impair Gainwell's right to inspect. Acceptance shall be when Gainwell deems the Products and/or Services to meet its specified criteria ("Acceptance"). Gainwell, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier's invoice, any credits, refunds or claims of any kind due Gainwell.

2.5 **Invoicing.** Except as may be prohibited by Applicable Laws, Supplier will implement an electronic invoicing process upon request by Gainwell and at Supplier's sole expense, to submit invoices electronically to Gainwell or Gainwell's third-party service provider in the electronic format specified by

Gainwell or such third-party service provider. Supplier acknowledges and agrees that use of such process may entail disclosure of information to the service provider about the purchasing relationship between Gainwell and the Supplier, provided that such service provider is bound by Gainwell to confidentiality obligations as to Supplier's information substantially similar to those provided under these terms. If Supplier fails to implement the electronic invoicing process within a reasonable time (not to exceed ninety (90) days after Gainwell's request, Gainwell may withhold payment on any invoice not received electronically until such time as Supplier submits the invoice electronically.

3 SHIPMENT, DELIVERY AND IMPORT/EXPORT

3.1 **Late Delivery.** Supplier shall give Gainwell prompt notice of any prospective failure to ship Products or provide Services on the delivery date specified by Gainwell (the "Delivery Date").

3.2 **Portion of Products/Services Available.** If only a portion of Products and/or Services is available for shipment or performance to meet the Delivery Date, Supplier shall promptly notify Gainwell and proceed unless otherwise directed by Gainwell in writing (email will suffice). Supplier shall be responsible for any cost increase in the shipment of Products due to its failure to meet the Delivery Date and/or if such method does not comply with Gainwell's shipping instructions.

3.3 **Non-Compliant Delivery.** Overshipments and/or early deliveries may be returned at Supplier's sole expense, or Gainwell may delay processing the early delivery invoice until the Delivery Date.

3.4 (Intentionally Omitted)

3.5 **Trade Controls.** Gainwell and Supplier will comply with all applicable export, import and trade-related laws and regulations of the United States and other nations. To this effect, Supplier warrants that: (i) if necessary and upon Gainwell's request, it will provide Gainwell with technical specifications concerning commodities, software, technology or services covered by this agreement sufficient for Gainwell to determine the appropriate export and import classification of such items under applicable regulations; (ii) to the best of the Supplier's knowledge, the Supplier is not listed on any U.S. Government international trade sanctions lists and Supplier will give immediate notice to Gainwell in the event that it is so listed; and (iii) Supplier agrees that before releasing, transferring, or exporting any restricted products, software, technology, technical data or technical assistance to Country Groups D:1, E:1 and E:2 as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations, and Supplier will: (A) obtain any required US government authorization, (B) if any such restricted software, technology, technical data or technical assistance is provided by Gainwell, Supplier will obtain written authorization from Gainwell, and (C) the Supplier agrees to be the exporter of record and assumes responsibility in complying with all applicable export laws including U.S. export and re-export laws and regulations.

4 CHANGES

4.1 **Change or Cancellation.** Gainwell may, without charge, change or cancel any portion of this Order including, without limitation, quantity required and Gainwell designs or specifications, prior to shipment, provided Gainwell gives Supplier notice. If Gainwell changes or cancels any portion of this Order as provided above, Supplier shall provide Gainwell with a written claim for adjustment prior to shipment which contemplates Supplier's actual costs incurred as a direct result of such change or cancellation which are not recoverable by either: (i) the sale of Products or provision of Services to other parties within a reasonable time or (ii) the exercise by Supplier, in a commercially reasonable manner, of other mitigation measures. If the parties are unable to agree on the adjustment amount, Gainwell may, without any liability to Supplier, terminate this Order as to all Products and/or Services affected.

4.2 **No Process or Design Changes.** Supplier shall not make any process or design changes affecting Products or Services without Gainwell's prior written consent.

4.3 **Forecasts.** Any forecasts provided by Gainwell shall not constitute a commitment of any type by Gainwell.

4.4 **Discontinuance of Products.** Supplier shall provide at least twelve (12) months written notice to Gainwell prior to Supplier's discontinuance of manufacturing any Products. Such notice shall include, at a minimum, Gainwell part numbers, substitutions, and last date that orders will be accepted for such Products.

5 QUALITY

Supplier shall maintain a quality system that ensures compliance that all Products and/or Services set forth in this Order, or otherwise supplied to Gainwell, will meet the standards specified in Supplier's quality system. If requested, Supplier shall provide Gainwell with a copy of Supplier's quality system and supporting test documentation within five (5) business days of the request.

6 WARRANTY

6.1 **Warranties.** Supplier warrants that all software, Services, and Products will (i) be manufactured, processed, and assembled by Supplier or its authorized subcontractors; (ii) be free from malware, known security vulnerabilities, defects in design, material and workmanship; (iii) conform to specifications, and any requirements and certifications regarding any rules, regulations or laws pursuant to the return of hazardous material; (iv) be new and contain first-quality

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- components and parts; (v) be free and clear of all liens, encumbrances, restrictions, and claims against title or ownership; and (vi) not infringe any patent, trademark, copyright or other intellectual property right of a third party. In addition, Supplier warrants that all Services will be performed in a professional manner.
- 6.2 **Survival of Warranties.** Except for non-infringement in Section 6.1 (vi) above which shall survive indefinitely, all other warranties specified herein shall: (i) survive any inspection, delivery, Acceptance, or payment by Gainwell, (ii) be in effect for the longer of Supplier's normal warranty period or the one (1) year period following the date of Acceptance of the Products and/or Services by Gainwell, and (iii) extend to Gainwell and its successors, assigns, and customers.
- 6.3 **Epidemic Failure Warranty.** Supplier warrants all Products against Epidemic Failure for a period of three years after Gainwell's Acceptance. "Epidemic Failure" means the occurrence of the same failure, defect, or nonconformity with an Order in two percent (2%) or more of Products within any three-month period.
- 6.4 **Gainwell's Right to Inspect.** Gainwell may, at any time, inspect the software covered by this Order, Services, or Products and associated manufacturing processes. Inspection may occur at the Supplier's facility, plant or subcontractor's plant. Supplier will inform its vendors and subcontractors of Gainwell's right to inspect and shall secure that right for Gainwell, if necessary.
- 7 **NON-COMPLYING PRODUCTS AND/OR SERVICES**
- 7.1 **Non-Compliance.** Any Products or Services that are not in conformity with the requirements of an Order ("Non-Complying Products" and "Non-Complying Services", respectively) may be returned at Gainwell's option at Supplier's risk and expense. Gainwell may procure similar Products or Services in substitution for the Non-Complying Products or Services, and Supplier shall refund the cost of the Non-Complying Products and Service and reimburse Gainwell upon demand for all additional costs incurred by Gainwell.
- 7.2 **Epidemic Failure Remedy.** If an Epidemic Failure occurs, all costs, including but not limited to, replacement Products, parts, upgrades, materials, labor, transportation and inventory replacement arising from an Epidemic Failure shall be borne by Supplier, regardless of whether Gainwell initiates a field stocking recall or customer-based recall or retrofit, including Products in distributor inventory and Gainwell's installed base. Supplier, at its expense, will ensure that such Products, parts or upgrades have the highest shipping priority. Gainwell reserves the right to procure, upon terms it deems appropriate, similar products to substitute the affected Products, and Supplier shall promptly reimburse Gainwell for all costs, charges, prices and fees paid in purchasing the substitute products.
- 8 **DEFAULT**
- 8.1 If Supplier fails to perform or breaches any provision of this Order, or any other order or agreement with Gainwell, Gainwell may terminate the whole or any part of this Order, unless Supplier cures the breach within ten (10) business days after receipt of Gainwell's notice of breach. The term "breach" shall include, without limitation, any: (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Supplier; (ii) appointment, with or without Supplier's consent, of a receiver or an assignee for the benefit of creditors; (iii) failure to provide Gainwell with reasonable assurances of performance on Gainwell's request; or (iv) other failure to comply with this Order. In the event that Gainwell terminates this Order in whole or in part as provided in this Section, Gainwell may procure Products or Services similar to the Products or Services as to which this Order is terminated. Supplier shall reimburse Gainwell upon demand for all additional costs Gainwell incurs.
- 8.2 **Continued Performance.** Any disputed matter, including but not limited to, Gainwell's withholding of disputed invoice amounts, will not constitute a breach of this Agreement or be grounds for Supplier to restrict or suspend its provision of deliverables, Products, and/or Services to Gainwell or any Gainwell Affiliates who avail themselves of this Agreement and the services detailed throughout while the dispute is pending or being resolved. For the avoidance of doubt, Supplier will continue to perform its obligations under this Agreement despite the withholding of payment related to matters in dispute until the dispute is resolved.
- 9 **LICENSE GRANT**
- If Products include software, firmware or documentation, Supplier grants to Gainwell a non-exclusive, perpetual, royalty free, worldwide license to use, reproduce, display, prepare derivative works of the documentation and distribute such works, software, firmware or documentation directly or as integrated into Gainwell products, and to sublicense such rights to third parties. Supplier shall identify all licenses and deliver to Gainwell all materials required to meet the requirements of any licenses for third party software that is included in the Products. Supplier shall deliver to Gainwell the source code for any software licensed under a license that has a source availability requirement (such as the GNU General Public License). If the source code is not included with the material that Supplier has previously delivered, Supplier shall deliver within seven (7) days after Gainwell's request the source code for any software licensed under an open source license that has a source availability requirement. Supplier grants Gainwell the right to duplicate and distribute the materials as necessary.
- 10 **INDEMNIFICATION, INSURANCE, AND CONFIDENTIAL INFORMATION**
- 10.1 **General Indemnification.** Supplier agrees to defend, indemnify and hold harmless Gainwell and its affiliates, subsidiaries, assigns, agents, subcontractors, distributors and customers (collectively "Indemnitees") from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, either at law or in equity, arising from any personal injury or death, or damages to property resulting directly or indirectly from the performance of Supplier hereunder.
- 10.2 **Intellectual Property Indemnification.** Supplier agrees to defend, indemnify, and hold harmless Gainwell and its Indemnitees from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, either at law or in equity, arising from: (i) any claim that Supplier's Products or Services, or the use, sale or importation of them, infringes any intellectual property right. Without limiting the foregoing, Supplier will pay all costs, damages and expenses (including reasonable attorneys' fees) incurred by Gainwell and/or its Indemnitees and will pay any award with respect to any such claim or agreed to in settlement of that claim.
- 10.3 **Infringing Products or Services.** If the use of any Products or Services is enjoined (collectively, "Infringing Products"), Supplier shall at its expense procure the right for Gainwell to continue using or receiving the Infringing Products. If Supplier is unable to do so, Supplier shall at its expense (and at Gainwell's and its Indemnitees' option): (i) replace the Infringing Products with non-infringing products or services of equivalent form, function and performance; or (ii) modify the Infringing Products to be non-infringing without detracting from form, function or performance; or (iii) if unable to replace or modify the Infringing Products, refund in full all monies paid by Gainwell for the Infringing Products and pay all reasonable costs incurred by Gainwell in replacing the Infringing Products.
- 10.4 **Removal of Gainwell Trademarks.** Supplier shall remove from all Products rejected, returned or not purchased by Gainwell Gainwell's name and any of Gainwell's trademarks, trade names, insignia, part numbers, symbols, and decorative designs, prior to any other sale, use, or disposition of such Products by Supplier.
- 10.5 **Insurance.** During the performance of this Order, Supplier will maintain in full force and effect, at Supplier's expense, Workers' Compensation insurance as required by law or regulation, having jurisdiction over Supplier's employees. If Workers' Compensation is through a Social Scheme, which is any compulsory insurance program administered and enforced by government, Supplier agrees to be in full compliance with such laws. During the performance of this Order, Supplier will maintain Employer's Liability insurance in amounts not less than U.S. \$1,000,000. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against Gainwell. In addition, Supplier shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of use of the Products or acts of omission of Supplier under this Order, and containing such other provisions as may be required by Gainwell. Such policy or policies shall provide a coverage minimum of U.S. \$1,000,000 per occurrence. Each policy shall name Gainwell, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage thereunder shall not be terminable without at least thirty (30) days prior written notice to Gainwell. Within fifteen (15) days upon executing this Agreement Supplier shall provide Gainwell with certificates of insurance of such policies. In no event will the coverage or limits of any insurance maintained by Supplier under this Order, or the lack or unavailability of any other insurance, limit or diminish in any way Supplier's obligations or liability to Gainwell hereunder.
- 10.6 **Confidential Information.** "Confidential Information" includes all information designated by Gainwell as confidential, the existence and the terms and conditions of this Order, and including but not limited to, all information or data concerning the Products and/or Services, general business plans, customers, costs, forecasts, and profits. "Confidential Information" shall also include all information, including but not limited to Gainwell Data, non-public information provided by either party to the other party under this Agreement or in contemplation of the Products or Services to be provided hereunder and, if and where applicable, in conformance with and subject to the terms of an applicable non-disclosure agreement executed by and between the parties, the terms of which shall be incorporated herein by reference. Except as required for Supplier's performance of this Order, Supplier shall not use or disclose any Confidential Information obtained from Gainwell or otherwise prepared or discovered by either Supplier or Gainwell and shall protect the confidentiality of Confidential Information with the same degree of care as Supplier uses for its own similar information, but no less than commercially reasonable care.
- 10.7 **Publicity.** A party shall not publicize or disclose the terms or existence of this Order, nor shall a party use the name(s), trademark(s), or tradename(s) of the other party's customer, the other party, its subsidiaries or Affiliates, except as follows: (i) with the prior written consent of the other party, or (ii) as may be necessary for the party to perform its obligations under this Order, or (iii) as may otherwise be required by law. A party may impose, as a condition of its consent, any restrictions which such party deems appropriate, in its sole discretion. A party shall provide 10 days written notice to the other party prior to disclosure

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abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 12.4 **Accessibility.** Supplier warrants that all Products will meet the requirements set forth in all federal, state, local and foreign laws, rules, and regulations applicable to accessibility of information technology for people with disabilities. Supplier agrees to use personnel trained and knowledgeable in supporting the needs of persons with disabilities in performance of Services under this Order.
- 12.5 **Invoice Certification.** When and if requested by Gainwell, as a condition precedent to payment thereof, Supplier shall separately certify each invoice as follows: "We certify that contract deliverables listed hereon were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. We further certify that any and all additional contract deliverables will be produced in compliance with same."

13 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

- 13.1 **Social and Environmental Responsibility.** Supplier warrants that in all countries in which Supplier and, to Supplier's information and belief, Supplier's authorized subcontractors do business, its and their operations comply with all applicable laws and regulations governing labor and employment, employee health and safety, protection of the environment, and ethical practices.
- 13.2 **Compliance.** All Products and their packaging will comply with General Specifications for Environment, in addition to any other Gainwell specifications for the Products. Supplier will furnish Gainwell any information to confirm the material composition of parts, components or other constituents of Products or their packaging, as supplied to Gainwell under this Order or as used in any manufacturing processes.
- 13.3 **Chemical Substances.** Supplier warrants that: (i) each chemical substance contained in Products is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act and (ii) all Material Safety Data Sheets required to be provided by Supplier for Products shall be provided to Gainwell prior to shipment of the Products and shall be complete and accurate.
- 13.4 **Take Back.** Supplier will accept back, free of charge, any material included in the Products or their packaging, returned freight prepaid, by Gainwell from any country that requires Products be taken back from the user at the end of life of the Products.

14 MISCELLANEOUS.

- 14.1 **No Assignment.** Supplier shall not delegate or assign its rights or obligation without Gainwell's prior written consent. Any attempted delegation or assignment by Supplier without such consent shall be void.
- 14.2 **Choice of Law.** This Order shall be interpreted and governed by the domestic laws of the State of Delaware.
- 14.3 **Limitation of Liability.** To the extent permitted by applicable law, in no event will Gainwell, including its subsidiaries and Affiliates, be liable for any lost revenues, lost profits, or any incidental, consequential, special or punitive damages.
- 14.4 **Non-Restrictive Relationship.** Gainwell shall not be precluded from independently developing, acquiring from other third parties, distributing, or marketing other Products or Services which may perform the same or similar functions as the Products or Services provided under this Order.
- 14.5 **Acquisition.** In the event that Supplier is acquired by another entity, not affiliated with Supplier, or any of Supplier's affiliates and/or subsidiaries, Gainwell, at its sole discretion, shall have the right to immediately terminate this Agreement upon fourteen (14) days written notice to Supplier. If Gainwell, elects to terminate this Agreement for such reason, all Orders for Products and Services procured through to the date of termination survive (barring prior or simultaneous termination by Supplier for breach of the provision of this Agreement by Gainwell) and shall be governed by the terms and conditions of this Agreement through their respective terms. If Gainwell, at its sole discretion, elects not to terminate this Agreement, its rights and responsibilities hereunder shall remain uninterrupted by such acquisition through the remaining term of this Agreement.

15 ANTI-CORRUPTION LAWS.

Supplier agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier (collectively, and with related regulations, the "Anti-Corruption Laws"), and that it shall not in

connection with the transactions contemplated by this Order make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Supplier further agrees that it will not take any action which would cause Gainwell to be in violation of any Anti-Corruption Laws. Supplier will promptly notify Gainwell if it becomes aware of any such violation and indemnify Gainwell for any losses, damages, fines or penalties that Gainwell may suffer or incur arising out of or incidental to any such violation. In case of breach of the above, Gainwell may suspend or terminate the Order at any time without notice, liability, or indemnity. Supplier shall, upon Gainwell's request, allow Gainwell to conduct periodic audits of Supplier's books and records to ascertain compliance with this clause. This provision will survive termination of the Order for any reason. Each of Supplier's employee, agent, representative, subcontractor, or other party who has been or will be engaged by Supplier in connection with this Agreement will be made aware of the above obligations; will agree to comply with them; and will have signed, prior to beginning such involvement, an agreement with Supplier stating that they are aware of the above obligations and agree to comply with them. In addition, Supplier is and will be responsible for and will indemnify Gainwell to the greatest extent permitted by law against any and all liability that may arise from the actions of such employee, agent, representative, subcontractor, or other party and any of their failures to comply with the terms of this Order and their corresponding agreement with Supplier.

16 RESERVED.

17 EQUAL OPPORTUNITY EMPLOYER.

Supplier is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

18 DATA PROTECTION AND PRIVACY

For the purposes of Services, Product, SaaS, Software, and/or Maintenance and Support, that Supplier provides to Gainwell, Gainwell's Customers, and/or end users of Gainwell or Gainwell Customers under the terms of this Agreement, any Schedule, and/or SOW, the following shall apply:

- 18.1 **Definitions.** The following definitions shall apply to this Section 'Data Protection and Privacy':

"**Data Privacy Laws**" means any state or national law or regulation protecting the privacy, confidentiality, or security of Personal Information.

"**General Data Protection Regulation**", "**GDPR**" means regulation (EU) 2016/679 of the European parliament and of the council as amended from time to time.

"**Personal Information**" is defined as any individually identifiable information about Gainwell, Gainwell clients, employees (including employees or customers of Gainwell clients) or any other individuals about whom Supplier receives personal information as defined in any Data Privacy Laws, from or on behalf of Gainwell in connection with Supplier's performance under this Agreement or any SOW.

"**Process**" or "**Processing**" or "**Processed**" as defined in the relevant Data Privacy Laws or, where not defined, means any operation or set of operations which is performed whether or not by automatic means (including, without limitation, accessing, collecting, recording, organizing, retaining, storing, adapting or altering, transmitting, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying Personal Information).

- 18.2 **Applicability of Data Privacy Protections.** In the event that Personal Information will be Processed by Supplier in connection with the performance under this Agreement (including any SOW), then and only then shall the provisions of this Section 'Data Protection and Privacy' be applicable. For the avoidance of doubt, the data security requirements contained in section 'Information Security' shall apply regardless of whether Personal Information is Processed under this Agreement or any SOW. All Personal Information obtained from or on behalf of Gainwell or in connection with performance pursuant to this Agreement shall be Processed and protected pursuant to this Section 'Data Protection and Privacy',

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the Section 'Information Security' and any other Sections of this Agreement that address Personal Information.

- 18.3 Compliance with Data Privacy Laws. Supplier agrees that it will Process any Personal Information to which it has access in connection with its performance under this Agreement (including any SOW) only on behalf of and for the benefit of Gainwell in accordance with this Agreement and as otherwise required by all applicable Data Privacy Laws, insofar as they apply to Supplier. Supplier agrees that it will not Process any Personal Information for any other purpose other than for the specific purposes of performing the services specified in this Agreement (including any SOW) absent specific written approval from Gainwell. In addition, to the extent applicable to Supplier, Supplier agrees to comply with any requirements of any applicable Data Privacy Law regarding the collection, storage, use, transfer, security, or Processing of Personal Information.
- 18.4 Transfer of Personal Information. Supplier warrants to Gainwell that Personal Information provided to Supplier or obtained by Supplier under this Agreement on behalf of Gainwell (including any SOW) shall not be transferred across national boundaries unless authorized by law or specified within this Agreement or the applicable SOW as authorized for transfer across national boundaries. Supplier agrees that any such transfer will only be made in compliance with applicable Data Privacy Laws. If there is a conflict between this Section 'Data Protection and Privacy' and the other provisions of this Agreement, the requirements of this Section shall take precedence.
- 18.5 Safeguards for Personal Information. Supplier agrees to develop, implement, maintain, and use administrative, technical, and physical safeguards, as deemed appropriate by Gainwell, to preserve the security, integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, and to protect against unauthorized access to or accidental or unlawful destruction, loss, or alteration of, the Personal Information Processed, created for or received from or on behalf of Gainwell in connection with the Services, functions or transactions to be provided under or contemplated by this Agreement. Such safeguards shall meet all applicable legal standards (including any encryption requirements imposed by law) and shall meet or exceed accepted security standards in the industry, such as ISO 27001/27002. Supplier agrees to document and keep these safeguards current and shall make the documentation available to Gainwell upon request. Supplier shall ensure that only Supplier's employees or representatives who may be required to assist Supplier in meeting its obligations under this Agreement shall have access to the Personal Information.
- 18.6 Contact with Third Parties. In the event that Supplier receives a request from a third party (including an individual) to access any Personal Information in Supplier's possession, Supplier will promptly forward a copy of such request to Gainwell and will cooperate with Gainwell in responding to any such request. Upon Gainwell's request, Supplier will make Personal Information in its possession available to Gainwell or any Third Party designated in writing by Gainwell and will update Personal Information in Supplier's possession in accordance with Gainwell's written instructions. If any government or competent authority requests Supplier to disclose or allow access to Personal Information, Supplier shall, unless legally prohibited, immediately notify Gainwell of such request and shall not disclose or allow access to such Personal Information without first giving Gainwell an opportunity to consult with the requesting government or authority to seek to prevent such disclosure or access. Supplier will respond to any such government or enforcement authority request only after consultation with Gainwell and at Gainwell's discretion, unless otherwise required by law. Supplier shall promptly notify Gainwell if any complaints are received from Third Parties about its Processing of Personal Information, and Supplier shall not make any admissions or take any action that may be prejudicial to the defense or settlement of any such complaint. Supplier shall provide Gainwell with such reasonable assistance as it may require in connection with resolving any such complaint.
- 18.7 Access to Personal Information by Subcontractors. Supplier agrees to require any subcontractors or agents to which it discloses Personal Information under this Agreement or under any SOW to provide reasonable assurance, evidenced by written contract, that they will comply with the same or substantially similar confidentiality, privacy and security obligations with respect to such Personal Information as apply to Supplier under this Agreement or any SOW. Supplier shall confirm in writing to Gainwell that such contract is in place as a condition to Gainwell's approval of use of a subcontractor in connection with any SOW. Upon request of Gainwell, Supplier will provide to Gainwell a copy of the subcontract or an extract of the relevant clauses. Supplier shall ensure that any failure on the part of any subcontractor or agent to comply with the Supplier obligations under this Agreement or any SOW shall be grounds to promptly terminate such subcontractor or agent. If during the term of this Agreement or any SOW, Gainwell determines, in its exclusive discretion, that any Supplier subcontractor or agent cannot comply with the Supplier obligations under this Agreement or with any SOW, then Gainwell may terminate this Agreement in whole or in part (with respect to any SOW for which such subcontractor or agent is providing services), if not cured by Supplier within the time prescribed in the notice of such deficiency.

as permitted or required by this Agreement or as required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, including implementing requirements of the HIPAA Security Rule with regard to electronic PHI; (c) report to Gainwell any use or disclosure of PHI not provided for under this Agreement of which Supplier becomes aware, including breaches of unsecured protected health information as required by 45 CFR §164.410, (d) in accordance with 45 CFR §164.502(e)(1)(ii), ensure that any subcontractors or agents of Supplier that create, receive, maintain, or transmit PHI created, received, maintained or transmitted by Supplier on Gainwell's behalf, agree to the same restrictions and conditions that apply to Supplier with respect of such PHI; (e) make available PHI in a Designated Record Set (if any is maintained by Supplier) in accordance with 45 CFR section 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in a Designated Record Set in accordance 45 CFR section 164.526; (g) make available PHI required to provide an accounting of disclosures in accordance with 45 CFR section 164.528, (h) make Supplier's internal practices, applicable documentation and records to the extent that such relate to the use and disclosure of PHI received from Gainwell, or created or received by Supplier on Gainwell's behalf, available to the Secretary of the HHS for the purpose of determining Gainwell's compliance with the HIPAA Privacy and Security Rules, (i) in the event Supplier is to carry out any obligations by or on behalf of Gainwell that Gainwell performs on behalf of a covered entity arising under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to the performance of such obligations, and (j) at termination of this Agreement, return or destroy all PHI received from, or created or received by Supplier on behalf of Gainwell that Supplier still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

19. HIPAA

To the extent (if any) that Gainwell discloses "Protected Health Information" or "PHI" as defined in the HIPAA Privacy and Security Rules (45 CFR, Part 160-164) issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to Supplier or Supplier accesses, maintains, uses, or discloses PHI in connection with the performance of Services or functions under this Agreement, Supplier will: (a) enter into a Business Associate Addendum (BAA) not use or further disclose PHI other than