

# Microsoft Customer Agreement

## Financial Services Amendment

The terms and conditions of this Financial Services Amendment (“Amendment”) supplement the terms and conditions stated in the Microsoft Customer Agreement (the “Agreement”) that applies to Customer’s use of Online Services.

This Amendment only applies if Customer uses Online Services and is subject to oversight by a Financial Services Regulator. In the event that Customer has separately entered into an amendment with Microsoft to help Customer meet its privacy, security and regulatory requirements as an entity subject to oversight by a Financial Services Regulator, Microsoft agrees that the rights and obligations included in such amendment, and not the rights and obligations included in this Amendment, apply when Customer purchases Online Services from Microsoft or from a Partner and supplement the Agreement. For avoidance of doubt, this extension of rights is for the sole benefit of Customer and applies only to Customer’s use of the Online Services.

If Customer does not have a separate amendment with Microsoft that addresses Customer’s requirements as an entity subject to oversight by a Financial Services Regulator, the parties agree that the Agreement is supplemented as per this Amendment. The Amendment incorporates certain additional benefits to Customer to meet those requirements.

The rights granted in this Amendment may not be exercised in a manner that would compromise the privacy or security of any other Microsoft customer’s data, or that would threaten or adversely impact the stability or performance of an Online Service.

### *1. Defined Terms*

Capitalized terms used but not defined in this Amendment will have the same meanings as provided in the Agreement (including, as applicable, the Online Services Terms (“OST”). The following definitions are used in this Amendment:

“Customer” means, for purposes of this Amendment, any Affiliates that provide Financial Services, are subject to oversight by a Regulator, and are consuming Online Services.

“Customer Auditor” means, for purposes of this Amendment, both Customer’s internal and external auditors.

“Financial Services” means, without limitation, banking, credit, insurance, payment services, stock broking, futures trading, stock exchanges, issuing electronic money, and other services involving the investment, lending, trading, and management of money and assets.

“Microsoft Online Services Customer Compliance Program” or “Customer Compliance Program” means an optional, fee-based program available to Microsoft customers or affiliates of those customers that are subject to oversight by a Regulator.

“Online Services” means, for purposes of this Amendment, all Online Services referred to as “Core Online Services” as defined in Appendix A of the OST and subject to SSAE 18 SOC 1 Type II and SSAE 18 SOC 2 Type II audits.

“Regulator” means a prudential or conduct regulator with supervisory rights, as provided under applicable law or regulation, over Customer, its Financial Services customers, or Microsoft as the provider of Online Services to Customer.

### *2. Enabling Customer Compliance*

- a. **Penetration Testing by Customer and Microsoft.** Customer has the ability to conduct vulnerability and penetration testing of Customer's deployments in the Online Services or other similar testing as applicable to a specific Online Service that Customer is using. For avoidance of doubt, Customer must conduct any testing in accordance with Microsoft's terms and conditions, which may require, among other things, Customer to provide Microsoft with advance notice of any tests and prohibit Customer from targeting any other Microsoft customer. At least annually, Microsoft will commission third-party penetration testing against the Online Services, including evidence of data isolation among tenants in the multi-tenant Online Services. Such information is available to customers through the Service Trust Portal.
- b. **Audits of Online Services by Microsoft.** On behalf of customers including Customer and Customer's Auditor, Microsoft will cause the performance of audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data (including personal data) for each Online Service. Each audit will result in the generation of an audit report ("Microsoft Audit Report"), as set forth in the OST.
- c. **Logical Separation.** Microsoft uses logical separation for the storage and processing of Customer Data to prevent commingling of such data with the data of other Microsoft customers.
- d. **Data Residency and Transfer Policies.** Customer Data that Microsoft processes on behalf of the Customer will be processed, transferred, and stored as stated in the OST. Customer may access additional details pertaining to the data residency and transfer policies specific to the Online Service by visiting <https://www.microsoft.com/en-us/TrustCenter/Privacy/where-your-data-is-located> or successor site as determined by Microsoft.
- e. **Significant Events.** Microsoft will provide communications to Customer regarding (1) the nature, common causes, and resolutions of Security Incidents and other circumstances that can reasonably be expected to have a material service impact on Customer's use of the Online Services; (2) Microsoft risk-threat evaluations; and (3) significant changes to Microsoft's business resumption and contingency plans, or other circumstances, that might have a serious impact on Customer's use of the Online Services. This is in addition to various features already provided in the Online Services.

### ***3. Unrestricted Rights of Examination or Audit by Regulator***

- a. In the event that Customer's Regulator requests information relating to Customer's use of the Online Services, Customer will use the standard features of the Online Services and the information provided to Customer to respond to such requests.
- b. In the event that the Regulator requests to examine or audit the Online Services operations and controls in order to meet the Regulator's supervisory obligations of Microsoft either as a direct service provider of Customer or as an indirect service provider to clients of Customer that use Customer's solution to provide Financial Services, Microsoft will provide the Regulator with an unrestricted right to examine or audit the Online Services. This includes providing full access to all relevant business premises (e.g. head offices and operation centers), including the full range of relevant devices, systems, networks, information and data used for providing the outsourced function, including related financial information, personnel and Microsoft's external auditors. This may include, as necessary, audit of subcontractors that perform and process operations of the Online Service. Such activities will be performed under the coordination and supervision of Microsoft and subject to all provisions in this Amendment.
- c. Microsoft will not disclose Customer Data to the Regulator except as described in the Data Protection Terms in the OST, and the Regulator will not be allowed access to data belonging to any other Microsoft customer. Customer authorizes and expressly consents to Regulator's access to Customer Data directly

from Microsoft when, upon written request by the Regulator, such access is required to enable Regulator's supervisory activities under applicable laws and regulations, and Regulator cannot obtain such information directly from the Customer or Customer's Microsoft Cloud Service Provider. Such request should identify: (i) the information that is the subject of the inquiry, (ii) the legal basis for the Regulator's right to request the information, and (iii) a confirmation that the Regulator was not able to obtain such information directly from the Customer or Customer's Microsoft Cloud Service Provider. Microsoft may notify and, as necessary, work with the Customer to comply with the Regulator's request. Customer will at all times and, in good faith, respond to such requests for Customer Data from the Regulator directly, and will not circumvent such requests by referring such matters to Microsoft.

- d. Customer will at all times have access to Customer Data using the standard features of the Online Services and may delegate its access to Customer Data to representatives of the Regulator.
- e. Customer and Microsoft will be responsible for their own costs associated with any of the activities described in this Section 3.

#### **4. Unrestricted Rights of Audit by Customer**

As set forth in this Amendment, Microsoft will provide Customer and Customer Auditor unrestricted rights of inspection and auditing related to the outsourcing arrangement to enable Customer to monitor the outsourcing arrangement and to ensure compliance with all applicable regulatory and contractual requirements. This includes providing full access to all relevant business premises (e.g. head offices and operation centers), including the full range of relevant devices, systems, networks, information and data used for providing the outsourced function, including related financial information, personnel and Microsoft's external auditors. The exercise of such rights shall be subject to the principle of proportionality, relating to the criticality of such Online Services in performing material functions of the Customer. Additionally, Customer must be a Member, as defined below, of the Customer Compliance Program to exercise the audit rights set forth in this Section 4.

Such audit rights, as further described in Section 4(a) may occur onsite in Microsoft's offices or at other locations where activities relating to the Online Services are performed

- a. **Customer Right to Audit.** Customer has the right to access for itself, its regulated Affiliates, Customer Auditors or the Regulator all information necessary to enable compliance under relevant legal obligations to ensure that:
  - i. The Online Services comply with the terms and conditions of the OST and this Amendment;
  - ii. The Service Level Agreements are being met;
  - iii. The integrity and confidentiality of Customer Data are protected in compliance with the terms and conditions in the OST and this Amendment; and
  - iv. The Online Services provided to Customer are secure.

To this effect, Microsoft will allow Customer to perform audits, including on-site audits, ("Customer Audits") as described hereunder:

- 1. Upon reasonable advance written notice, Microsoft will allow Customer to conduct a Customer Audit of the Microsoft business premises and the Online Services Customer is using. The date, time and place of the Customer Audit will be mutually agreed upon between Customer and Microsoft. This may include, as necessary, audit of subcontractors that perform and process operations of the Online Service. Such activities will be performed under the coordination and supervision of Microsoft and subject to all provisions in this Amendment.

2. Customer agrees that it shall bear the cost incurred by Microsoft relating to the Customer Audit (US \$4,000 per day for each Microsoft employee, plus any reasonable travel expenses). Customer will not be charged the full per diem fee for a Microsoft engineering resource who is needed for only a portion of a single day. Microsoft will only charge fees for work performed on a pro rata basis. Further, Microsoft will not charge fees for any Microsoft employee performing administrative tasks, such as meeting coordination, escorting visitors or document copying. If there is any dispute regarding fees associated with a Customer Audit, the parties will escalate the matter to their appropriate executives for resolution.
3. The following guidelines shall apply to each Customer Audit:
  - A. Microsoft will designate and make available to Customer a reasonable number of appropriately qualified and knowledgeable Microsoft employees to facilitate the Customer Audit.
  - B. Customer may use an independent auditor to conduct the Customer Audit on its behalf, provided that Customer confirms with reasonable prior written notice that such Customer Auditor is authorized to act on behalf of Customer.
  - C. Customer may exercise Customer Audits directly or with its Auditor. Customer remains accountable for supervising and directing Customer Auditor in connection with the exercise of such Customer Audit, and must approve of the Statement of Work for any such Customer Audit to be performed.
  - D. The Customer Audit will be conducted in accordance with Microsoft security-related policies and procedures to ensure the safety of the persons involved and to protect the security and confidentiality of customer data.
  - E. The Customer Audit will be conducted in a manner that avoids any unreasonable or unnecessary disruption to Microsoft's operations.
  - F. Any information and documentation provided by Microsoft or its auditors in relation to a Customer Audit will be treated or will request to be treated, by Customer, its Affiliates, Customer Auditors and the Regulator as confidential information of Microsoft.
  - G. The exercise of such rights shall be subject to the principle of proportionality concerning whether such Online Services are used for critical or important functions of the Customer's operations.

## 5. *Customer Compliance Program*

Customer may participate in the optional Customer Compliance Program at any time under this Agreement by paying a fee, subject to then-current pricing (Customer may be responsible for additional fees). As part of the fee, Customer will gain the benefits of and be enrolled in the Customer Compliance Program during the term of this Amendment, which are further described in Section 4 above and this Section 5.

- a. **Supervisory Access to Online Services Information and Microsoft Personnel.**
  - i. **Audit Webcasts.** Subsequent to Microsoft receiving an Online Services audit report, Microsoft will invite all Customer Compliance Program members ("Members") to participate in a webcast, hosted by Microsoft, for Members to discuss the results of the audit. Each webcast will include an assessment of whether: (1) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed, and (2) the control procedures operated effectively during the reporting period. Upon request from

Members that attend the audit webcast, Microsoft will provide detailed information regarding planned remediation of any deficiencies identified by the audit. Microsoft will conduct such audit webcasts from time to time when such audit reports become available and, in no event, less than once per year.

- ii. **Transparency of Online Services Through Program Events.** Microsoft will make subject matter experts for the corresponding Online Services available to all Members through group events such as webcasts or in-person meetings, including an annual summit event. Such events will include a roadmap of planned developments, an opportunity for Members to provide feedback and/or suggestions regarding the Customer Compliance Program, and reports of Significant Events (as described in Section 2(e)). These events will also provide an opportunity for Members to discuss common issues with each other and raise them with Microsoft, including any regulatory changes or requirements. The format and frequency of community events may vary over time; provided, that the objectives set forth in this paragraph will occur not less than annually.
- iii. **Discussion with External Auditor.** If a Member is not reasonably satisfied by the sufficiency of the information provided by Microsoft employees, the Member may submit a written request to meet with one of Microsoft's external auditors. Microsoft will request that the external auditor that has audited the relevant Online Service meet with the Member to discuss any questions. Any such discussion will be subject to the agreement of the external auditor, will be at the Member's expense, and will be subject to the Member signing confidentiality documentation in form and content satisfactory to the external auditor.

**b. Ability to Influence the Online Services and Programs - Suggestions for Additional Testing.**

Microsoft will provide each Member with advanced details on existing and future certifications, audit plans and scope and will solicit feedback on any potential changes to current certifications. For each Microsoft audit, 100% of the existing controls in scope for that audit type will be subject to testing by the auditor, and the expectation is that all controls for each audit scope will be tested within a 3-year audit cycle. As part of the Customer Compliance Program, each Member may suggest additional controls to be included in a future audit scope. Microsoft will consider each such suggestion and, if not accepted, will provide a reasoned basis for refusal. For any given audit cycle, across all suggestions from all Members, Microsoft will include a minimum of five Member-specified controls (from the existing control set) in the audit instructions and will inform the auditor that these controls were selected by the Members. Compliance with these controls will be validated using tests that are consistent with the type of audit (e.g. ISO or SSAE) undertaken.

For clarity, nothing in this section precludes Members from requesting that new controls or additional details for a given product, feature or Online Service be included in the roadmap for future audits. Microsoft will consider each such request and, if not accepted, will provide a reasoned basis for refusal.

**c. Responding to Regulatory Changes.**

- i. In the event that the Regulator publishes new or updated guidance that relates to the Online Services, upon a Member's written request to Microsoft, Microsoft will prepare a written response to such guidance including how (and the extent to which) the Online Services address the guidance through either existing features or planned changes on the roadmap for the Online Services.
- ii. If a Member, either acting on its own behalf or upon instruction from the Regulator, requires a change to an existing services feature or control or a new services feature or control, a Member may request such feature or control from Microsoft, and Microsoft will respond within a reasonable time, so that

the parties can discuss if accommodating such request is feasible and, if so, how to accommodate that Member's requirements.

- iii. In the event Microsoft and a Member cannot come to a mutually satisfactory resolution to address concerns about regulatory changes or changes to the Online Service, that Member may elect to terminate the Online Service, with no penalty, by providing reasonable notice of termination.

d. **Customer Compliance Program Conditions and Processes.**

- i. **Direct Membership.** Customer may choose to participate in the Customer Compliance Program as a direct individual Member. The following terms apply:
  - 1) **Conditions.** Customer's participation in the Customer Compliance Program is conditioned on Customer (a) being subject to oversight by a Regulator; and (b) paying an annual fee for each year Customer participates, subject to current pricing.
  - 2) **Onboarding.** If Customer decides to join the Customer Compliance Program, an authorized Customer representative shall notify Microsoft.
  - 3) **Termination.** Customer may terminate its membership in the Customer Compliance Program at any time by notifying Microsoft. Microsoft may terminate Customer's membership in the Customer Compliance Program if Customer fails to satisfy any of the conditions set forth in Section 5(d)(i)(1) above.
- ii. **Association Membership.** Customer may choose to participate in the Customer Compliance Program as a group with other customers through an association of Financial Services customers or a common relationship with a service provider or other arrangement satisfactory to the group. The following terms will apply:
  - 1) **Agent.** The Members of the group must identify one entity to represent them in the Customer Compliance Program ("Agent"). Microsoft will enter into an agreement with the Agent to enable the Agent to obtain all the Customer rights and access under the Customer Compliance Program on behalf of the Customer.
  - 2) **Fees.** Microsoft will not directly charge Customer either annual membership fee or audit usage fees. Fees that Microsoft may charge the Agent will be described in the Microsoft-Agent agreement. Fees that Agent may charge Customer will be described in the Customer-Agent agreement.
  - 3) **Consolidating Requests.** The Agent will exercise rights under the Customer Compliance Program detailed in this Section 5 on behalf of all customers in the group (including Customer). Microsoft will not disclose Customer Data to the Agent without Customer's prior written approval.
  - 4) **No Limitation on Rights.** Association membership in the Customer Compliance Program is an option for Customer. Nothing in this section is intended to limit Customer's ability to fulfill its regulatory compliance obligations for oversight, examination, monitoring, and audit under this Amendment.

## 6. *Security Incident: Limited Reimbursement for Certain Costs*

To the extent that a Security Incident (as defined in the OST) exclusively results from Microsoft's failure to comply with its obligations under the Agreement, and subject to the limitations of liability applicable to each Online Service, Microsoft will reimburse Customer for reasonable out-of-pocket remediation costs incurred by Customer

in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" consist of (a) actual costs of payments, fines, penalties, sanctions, reasonable attorneys' fees, court costs or fees, or other remedies or liabilities, and any interest thereon, imposed by a court, tribunal, arbitration panel, government body or regulatory agency for a Microsoft-caused Security Incident; (b) additional commercially-reasonable out-of-pocket expenses incurred by Customer to manage or remedy the Microsoft-caused Security Incident including, without limitation, costs associated with restoring, correcting, or repairing the affected Online Service; (c) commercially-reasonable out-of-pocket expenses for legally-required notifications of Customer's end users of the Microsoft-caused Security Incident (but not the costs of any professional third-party services, including those relating to crisis management, public relations or media relations services, which are indirect and consequential damages under the Agreement). Customer must document all such expenditures and, upon Microsoft's request, those expenditures must be validated by an independent, internationally-recognized third party Financial Services industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability in the Agreement, and not as indirect, consequential, special or incidental damages excluded in the Agreement.

## ***7. Additional Customer Termination Rights***

Customer may terminate, with reasonable notice, an Online Service under the following scenarios:

- a. At the express direction of a Regulator;
- b. Upon Microsoft's breach of applicable law, regulations or its obligations under this Amendment;
- c. Where impediments capable of altering the performance of the outsourced function are identified;
- d. Where Customer can reasonably demonstrate that there are weaknesses regarding the management and security of Customer Data or information; or
- e. Where Customer can reasonably demonstrate that there are material changes affecting the provisioning of the Online Services by Microsoft.

All amounts owed that relate to the Online Service(s) terminated will become immediately due upon exercising this right and no portion of any prepaid amounts, including any annual fees (if applicable), will be refunded.

## ***8. Business Continuity of Online Services***

Microsoft acknowledges that Customer may be required by its Regulator or national resolution authority to ensure that it is able to continue to carry on its business in the event of (1) regulatory or other legal action impacting Customer or one of its Affiliates; (2) termination or expiration of the Agreement; or (3) a natural disaster or some other similar emergency impacting Microsoft. Microsoft and Customer agree as follows:

### **a. Continuity after Intervention by Regulator.**

Upon intervention of Customer by the Regulator or a national resolution authority pursuant to applicable laws or regulations, Microsoft will comply with the requirements of such resolution authority and assist the Regulator to preserve business continuity of Customer by ensuring that Regulator has full administrator controls over the Online Services.

### **b. Continuity after Customer Transfer of Rights.**

- 1) In the event of the insolvency, reorganization, liquidation or some other action impacting Customer, as provided by applicable law or regulation for the financial industry (e.g., "too big to fail", "recovery and resolution", "special administration", and similar regulations and actions), and to the extent required to maintain continuity of Microsoft's provision of the Online Services purchased by Customer under the Agreement, and if required, Microsoft will consent to Customer assigning, sublicensing or



transferring its rights under the Agreement to (A) one or more of its Affiliates, or (B) a third party that purchases or otherwise succeeds to any or all of the business or assets or equity of Customer. In each case, the entity to which rights are transferred is the "Transferee," and Transferee will have access to Customer Data through Microsoft's standard processes and tools.

- 2) Microsoft will neither terminate the Agreement nor suspend or delay the performance of its obligations under the Agreement, subject to the following conditions:
  - A. The Transferee (or Customer) must pay all fees and charges payable by Customer to Microsoft under the terms of the Agreement for services provided before the transfer and through the renewal or replacement of the Agreement.
  - B. The Transferee and Microsoft will work in good faith to renew the Agreement or, as appropriate, to replace the Agreement with appropriate terms for Microsoft to provide the Online Services to the Transferee.
  - C. If Microsoft and the Transferee cannot agree on terms, as described in clause B, within twelve months after the transfer of rights to Transferee, then Microsoft may terminate the Agreement by providing notice to Transferee.
  - D. The aggregate liability of Microsoft and its Affiliates to Customer, Customer's Affiliates, the Transferee and Transferee's Affiliates will not exceed the aggregate liability of Microsoft and its Affiliates under the Agreement.
- 3) In the event the Transferee would like to enter into a new Agreement, the parties will work in good faith to put in place terms that are appropriate in light of the transfer under this Section 8(b).

**c. Continuity after Termination or Expiration of Agreement.**

- 1) If Customer terminates the Agreement for any reason, or if the Agreement expires or terminates for any reason, other than for the reason set out in paragraph 2 below, then Customer may elect to extend the Online Services on a month-to-month basis for up to twelve months, or longer if expressly required by a Regulator in writing that Microsoft continue to provide the Online Services, from the date of termination by providing notice of such election to Microsoft. During such period, Microsoft will continue to provide, and Customer will continue to receive and pay for, the Online Services pursuant to the terms and conditions of the Agreement. In addition, during such period Customer will be able to retrieve its Customer Data through Microsoft's standard processes and tools. The retrieval of Customer Data from the Online Services into Customer's selected system or online service will occur at Customer's expense and by Customer selected means. Customer may choose to engage with the Microsoft's Professional Services Organization or another provider for assistance in transferring Customer Data. Customer may cancel the extended service by providing a notice of cancellation to Microsoft. Cancellation will be effective at the end of the month following thirty days after Microsoft receives the notice of cancellation. After the effective date of the service cancellation, the removal of Customer Data from the Online Services will be subject to the Data Retention and Deletion section of the OST.
- 2) If Microsoft terminates the Agreement as a result of an uncured breach by Customer, Microsoft will continue to provide the Online Services on a month-to-month basis for up to twelve months, or longer if expressly required by a Regulator in writing that Microsoft continue to provide the Online Services, from the date of termination. During such period, Microsoft will continue to provide, and Customer will continue to receive and pay for, the Online Services pursuant to the terms and conditions of the Agreement. In addition, during such period Customer will be able to retrieve its



Customer Data through Microsoft's standard processes and tools. The retrieval of Customer Data from the Online Services into Customer's selected system or online service will occur at Customer's expense and by Customer selected means. Customer may choose to engage with the Microsoft's Professional Services Organization or another provider for assistance in transferring Customer Data. Customer may cancel the extended service by providing a notice of cancellation to Microsoft. Cancellation will be effective at the end of the month following thirty days after Microsoft receives the notice of cancellation. After the effective date of the service cancellation, the removal of Customer Data from the Online Services will be subject to the Data Retention and Deletion section of the OST.

- d. **Reversibility.** In the event of a termination or expiration of the Agreement as described in this Section 8 and Customer chooses to migrate its Customer Data to a different online service, Customer may request that Microsoft provide assistance in such transition through Microsoft's Professional Services Organization at the then-current rates for such services.

Customer may request migration or transition assistance and support in retrieval of its Customer Data from Microsoft's Professional Services Organization at any time during the extended service period described in Sections 8(b) and 8(c).

- e. **Microsoft's Business Continuity and Disaster Recovery Plans.**

Microsoft represents and warrants that it has and will maintain for the duration of the Agreement adequate business continuity and disaster recovery plans intended to restore normal operations and the proper provision of the Online Services in the event of an emergency and in accordance with applicable laws and regulations. The controls supporting such plans are validated through ISO 27001 and SSAE 18 SOC 2 Type II audits, which are initiated for each Online Service at least annually and are performed by qualified, independent, third-party auditors. Microsoft shall make available to Customer through the Customer Compliance Program information to understand Microsoft's approaches to business continuity and disaster recovery.

## 9. *Miscellaneous*

- a. **Confidentiality.** This Amendment, the Audit Reports, and all information regarding and provided through the Customer Compliance Program are Microsoft Confidential Information. Customer may disclose these items to a Customer Auditor or consultant or a Regulator, provided that (1) Customer first redacts all terms that are unrelated to regulatory oversight and approval, including pricing information and order quantities; and (2) other than disclosures to a Regulator, Customer must comply with the Confidentiality terms of the Agreement as if the disclosure was a disclosure of Microsoft Confidential Information by Customer to a Customer Representative.
- b. **Term and termination.** Subject to Section 5, Section 7 and Section 8 above, this Amendment will terminate automatically upon any termination or expiration of the Agreement.
- c. **Microsoft's Obligations.** For each Online Service terminated pursuant to Section 5 or Section 7, Microsoft's only obligation in addition to the obligations set forth in the OST is to remove any future payment obligations from future invoices as of the date of the written notice from the Customer. Microsoft will not reimburse Customer for any payments made or costs incurred for any professional services related to a terminated Online Service or resulting from that termination.
- d. **Conflict.** Except for changes made by this Amendment, the Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment



and any provision in the Agreement identified above and any provision in the OST, this Amendment shall control.