

QCash Statement of Work (SOW)

Alloya and QCash have agreed to develop, implement, and support the QCash Product(s) and Service(s). Alloya will provide Member marketing, billing, and some support services and QCash will provide Member with development, implementation, and support for the QCash Product(s) and Service(s). This SOW addresses the installation and implementation of the QCash Product(s) and Services(s) in the QCash Product Operating Agreement (POA), and the responsibilities between Member and QCash.

I. Services Requested. Member wishes to implement:

1.	QCash Lending Product	Y	N
2.	New Core Adapter Development and Integration	Y	N

II. Agreement Term. This agreement shall have a term of _____ years from the Implementation Completion Date.

III. Description of Services.

1. **Service.** Subject to the terms and conditions contained in this POA, QCash grants Member a non-exclusive license to access and use the Service and associated support services, if any, described on this SOW as well as updates and upgrades subsequently provided by QCash to Member.

2. **Availability of Service.** QCash will use commercially reasonable efforts to make the Service available to Member and its Users consistent with the provisions in the Service and Support section of this SOW, except for certain scheduled service and maintenance or in the event of emergency or events of force majeure. Notwithstanding the foregoing, QCash will not be responsible for any downtime or failure to meet such Service availability goals. QCash will make good faith efforts to perform service and maintenance to the Service outside peak usage hours. Member acknowledges that availability of the Service may be affected by: (i) telecommunication network activity or capacity; (ii) hardware failures; and/or (iii) compatibility with third party communication equipment, Internet access software and/or browsers not in accordance with the Service requirements. QCash disclaims any and all responsibility for any service interruption in connection with such activity, capacity, failure and/or compatibility. Member is responsible for providing all equipment and telecommunication services necessary to access the Service.

3. **Modifications to Service.** QCash reserves the right to change the Service (including the content, appearance, design, functionality and all other aspects thereof), access procedures, tools, web technologies, documentation, format requirements, communications protocols and services offered at any time for any reason. In addition, notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Service becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations or a change by Apple, Google, or any other platform or service provider of QCash, as determined by QCash in its reasonable judgment, QCash may either (a) cease to provide the affected services, or (b) establish new prices which will apply to the affected services, which prices will be reasonably calculated to cover the costs incurred by QCash in complying with the applicable laws or regulations.

4. **Member Service, Training, and Technical Support.** QCash shall provide technical support and maintenance in accordance with the terms and conditions described in the Service and Support section of this SOW. QCash does not guarantee that the support will be available or that QCash will respond within a prescribed period or that QCash will make the Service work for Member's purposes, on Member's system or resolve all problems in connection therewith. QCash will not provide any customer support to Users of Member.

5. **Right to Remove.** QCash has the right in its sole discretion to remove or block any data, text, images, artwork, technology and other content, information, materials and other items provided or made available to QCash or stored on or uploaded to the Service by Member (“Member Materials”) at any time where:
 - (A) Such Member Materials violate applicable laws, regulations, orders, or is in violation of QCash’s applicable policies and procedures, including without limitation any acceptable use policies;
 - (B) Removal or blocking is necessary because of exigent circumstances or to protect the safety, security, reputation, or integrity of the Service, QCash, or any third party; or
 - (C) To respond to law enforcement or any other governmental authority.

6. **Lawful Conduct.** QCash shall maintain the Service to comply with all applicable local, state, and federal laws and regulations as they apply to the creation, development, configuration, and delivery of the Service, including those that apply to privacy and electronic communication. Notwithstanding the foregoing, Member is responsible for ensuring that its use of the Service complies with the laws and regulations specific to lending, disclosure, collections, privacy, and electronic communications. Member shall comply with all applicable local, state, and federal laws and regulations in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Without limiting the foregoing:
 - (A) Member represents that neither it nor its users are named on any U.S. government list of persons or entities prohibited from receiving exports
 - (B) Member shall not authorize users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and
 - (C) Member shall comply with all applicable laws regarding the transmission of technical data exported from the United States.
 - (D) Member will not send or upload any Member Materials to the Service that is unlawful, infringing, harassing, libelous, defamatory or threatening.

7. **Data Location.** QCash represents and warrants that it will not possess or store Member’s Data within any facility located outside the United States. QCash represents and warrants that it will not possess or store Member’s data in a manner that will subject Member’s data to requirements of the EU General Data Protection Regulations.

8. **Malicious Code.** Neither party will knowingly upload to or include in the Service any materials that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, or surreptitiously intercept expropriate any systems, data, or property of another.

9. **Security Obligations.** QCash shall have commercially reasonable security measures in place consistent with the financial institution industry that protect against the loss, misuse, and alteration of Member credit and financial information (including all nonpublic personal information of Member’s members and customers) (“Data”) under QCash's control, and that satisfy the requirements of the Gramm-Leach-Bliley Act and Consumer Financial Protection Bureau Regulation Part 1016 (“GLBA Security”). GLBA Security is the source and definition of “Member Confidential Information” in this SOW and Confidentiality and Mutual Non-Disclosure Agreement. Specifically, QCash will maintain physical, electronic, and procedural safeguards designed to: maintain the security and confidentiality of Data; protect against any anticipated threats or hazards to the security or integrity of Data; and protect against unauthorized access to or use of Data that could result in substantial harm or inconvenience to Member’s customers and members. QCash will encrypt all of Member's Data as it travels over the Internet and QCash will store Member's Data in encrypted form. QCash shall restrict access to Member's Data to those of QCash’s employees and that need to use such information in connection with the Program. QCash may share or transfer Member's credit or financial information to those agents and service

providers necessary to support and process Member's transactions, as long as (a) QCash requires those agents and service providers to have security and data protection requirements in place equal to or better than the requirements of this Agreement; and (b) QCash remains responsible for an data breach or breach of confidentiality by those agents and service providers as it relates to the Service. In addition, QCash agrees to fully disclose to Member any information related to a breach or unauthorized access of Member's data maintained by QCash and to take appropriate actions to address any incident of unauthorized access, including providing notice to Member as soon as reasonably possible, but not greater than 72 hours, of any incident of a security breach, unless prohibited by law, to enable Member to expeditiously implement its information security response program. An agent, as referenced herein, is a qualified person, organization, or firm, who acts on behalf of QCash or Member to performed necessary functions.

- 10. **Business Continuity Plan.** QCash shall have a business continuity plan in place to:
 - (A) Address the loss of access to the Service and its third party providers and/or any Member Data
 - (B) Minimize the impact of disruptions to QCash's critical business processes and provide coordinated responses to potential or actual disruptions or data breaches; and,
 - (C) Coordinate restoration activities once a disruption or breach has ended.

- 11. **Implementation and Administrative Services.** QCash will consult with Member regarding the criteria applied to content processed through the Service. Notwithstanding the foregoing, Member will be solely responsible for establishing such criteria, testing criteria, monitoring performance of results obtained through the Service, and adjusting criteria as needed to achieve Member's objectives. QCash may provide Member with sample documentation for use with the Service. However, any such documentation is provided AS IS AND WITHOUT WARRANTY. Member is solely responsible for ensuring the adequacy and compliance of any documentation in conjunction with results obtained through the Service. QCash shall configure the Service, using current, licensed, configuration options available, to apply the criteria established by Member to results obtained for Member.

- 12. **Reports.** QCash will provide Member such reports described on the Service Description.

IV. Description of Products.

1. QCash Lending Product.

Member Environment Inventory			
Item	Solution Name(s)	In-House/Hosted(ASP)	Version/Additional Info.
Member Core Platform:			
Member Digital Banking Platform(s):			

- (A) **Services Provided.** QCash will provide the following services to Member:
 - (1) **Project Manager:** Responsible for working with the Member in managing the implementation of the QCF platform. The QCF Project Manager will coordinate with the Credit Designated Project Manager to complete the implementation.
 - (2) **Configuration:** Configuration of QCash Product parameters and QCash hosted technical environment based on information provided by Member in the QCash Implementation and Technical Worksheet.
 - (3) **Integration Assistance:** QCash will work with Member to connect QCash to the Member's Core System and to support incoming SSO connections from mobile and online banking applications.

- (4) Training: QCash will provide basic training on the usage of the QCash Services and QCash Application.
 - (5) User Acceptance Assistance: QCash will assist Member to test configuration of the QCash Services.
- (B) Additional Services. If requested by the Member, QCash will provide additional project-related consulting services at the then current T&M rates to assist the overall project. Upon project initiation, QCash will work with Member's Designated Project Manager to scope all the required activities and ensure that Member acquires all the necessary services. QCash will also assist Member project manager schedule these services for maximum effectiveness.
- (C) Description of Deliverables:
- (1) QCash will deliver the QCash Product in accordance with the configuration settings determined by the Member in the Implementation and Technical Worksheets and as supported by the current provisioned module's standard configuration options. These Worksheets will provide all QCash Product configuration and technical set-up for the QCash Platform. In addition, QCash will perform all items outlined in "Proposed Project Schedule" below in a commercially reasonable manner.
 - (2) Deliverables will be considered accepted by Member unless QCash receives written notification from Member of errors. Member will use commercially reasonable efforts to accept or reject Deliverables within ten (10) business days of receipt. If QCash receives written notification of errors within ten (10) business days after receipt of the deliverable, QCash will address the reported errors in a revised deliverable. Member will then have an additional ten (10) business days to report that all errors have been resolved by the revised deliverable or to reject the revised deliverable and direct the deliverable owner to address the errors. Notwithstanding the foregoing, the parties may mutually agree, in good faith, to a different period of time for testing to occur, as applicable to the particular Deliverable being tested. Notwithstanding anything to the contrary, if written notification of unresolved errors is not received within the agreed upon time, the deliverable will be considered accepted by Member.
- (D) Out of Scope. Any configuration of the QCash Product or technical set-up (including systems integration) outside of the pre-established parameters of the QCash Platform will be considered out of scope for this SOW. If changes are required, QCash will work in good faith with Member to explore requested modifications. These changes will be conducted through a formalized Change Order that may include modifications to scope, deliverable timeline, and cost.
- (E) Member Responsibilities. In connection with Services performed by QCash under this SOW, Member will provide QCash with a Member Designated Project Manager who:
- (1) Acts as the main point of contact and is responsible for coordination of the Member activities and work related to completion of the QCash platform implementation.
 - (2) Completes an accurate QCash Implementation and Technical Forms according to the project schedule.
 - (3) Provides access to properly populated test systems (representative of production), preferably with no Personally Identifiable Information (PII). Configure the short-term lending product in Member's core system that will integrate with QCash Lending Product.
 - (4) Provides a test system to test QCash Lending Product with Member core system's lending product configuration.
 - (5) Has the necessary technical resources and expertise to coordinate with and configure connectivity to QCash's platform via current QCash supported standards.

- (6) Has access to key stakeholders, technical resources and control-owners for interview and corroborative inquiry.
- (F) Change Orders. Any properly executed Change Order is subject to the terms of the POA and this SOW. QCash will not perform services identified by either party as outside this SOW, nor will Alloya bill Member for any such services, without the following procedure:
 - (1) QCash will provide a Change Order documenting the scope change; additional resources required; changes to the work plan, including due dates, if applicable; and additional estimated time and fees, if applicable.
 - (2) QCash will perform the additional services after receiving formal authorization. Formal authorization constitutes the Member Project Manager's written acceptance of, and agreement to pay QCash for, any additional services requested and set forth in the Change Order.
 - (3) Both Member and QCash must properly execute the Change Order before any resources will be requested or assigned to the task(s) or any services will be performed.
- (G) Proposed Project Schedule. Upon acceptance of the SOW, QCash will determine the actual project timeline based on resource availability and scope of project. Additional project tasks and deliverables may be identified during the course of the project. QCash and Member will work in good faith to address these items. Following is a Proposed Project timeline:

PHASE 1: QCash Product and Technical Infrastructure Parameters

QCash and Member will work through provided worksheets to establish the QCash Product configuration as well as determine the technical infrastructure configuration necessary to operate the QCash Platform within the current standard configuration options and parameters. QCash will assist Member in:

- Completing the configuration parameters for the QCash Lending Product as outlined in the configuration worksheet.
- Completing the technical configuration parameters necessary for the operation of the QCash Platform and communication to Member's network components.

QCash will:

- Work directly with the Member Project Manager to develop a project schedule with task assignments and manage project logistics through all phases of the project.

Deliverable(s):

- Completed QCash Lending Product configuration worksheet
- Completed QCash Technical Configuration Worksheet
- Project Timeline

PHASE 2: QCash Lending Product Configuration

In the Product Configuration Phase, QCash and Member will set up the test environment for the QCash Product. Under configuration, Member will:

- Set up local test environment including access to a test instance of the Core System.
- Configure a short-term lending product in the Core System per the configuration worksheets
- Member will configure and support a VPN connection between the QCash's current standard VPN solution to provide connectivity required to the Member's core system.
- Set up local production components including access to the production instance of the Core System behind the Member's firewall to run QCash Services, and a production instance of the Core API.
- Configure firewall for communication to the QCash Platform for both test and production resources
- Ensure test data and test system accuracy mimicking Member's production environment as closely as possible (although QCash requests that PII is not included or is masked in the test system).

Under configuration, QCash will:

- Use configuration parameters to set up the QCash Platform and QCash Product in both the test and production environments

<ul style="list-style-type: none"> Unit test configuration <p>Deliverable(s):</p> <ul style="list-style-type: none"> Unit Tested QCash Platform and QCash Products
<p>PHASE 3: Training and Knowledge Transfer</p>
<p>During this Stage, QCash will train Member on the QCash Platform. QCash will:</p> <ul style="list-style-type: none"> Provide Training materials Conduct a training session remotely with key Member personnel responsible for QCash <p>Member will:</p> <ul style="list-style-type: none"> Cascade training to necessary staff members <p>Deliverable(s): QCash Training Materials and Training</p>
<p>PHASE 4: User Acceptance Testing (UAT)</p>
<p>QCash will assist Member in:</p> <ul style="list-style-type: none"> Performing of User Acceptance Testing of the Items identified in Section 2. Description of Deliverables. Tracking of changes in QCash’s Issue Logging system to provide status. Remediate all outstanding Severity 1 type issues that would prevent the QCash Platform from performing the functions of the QCash Product <p>Deliverable(s):</p> <ul style="list-style-type: none"> Remediation of Severity 1 type issues
<p>PHASE 5: Deployment</p>
<p>QCash will:</p> <ul style="list-style-type: none"> Finalize the installation and deployment of the QCash Platform to the Member’s Production environments as part of the QCash Installation and Implementation SOW. Remediate all outstanding Severity 1 type issues that would prevent the QCash Platform from performing the functions of the QCash Lending Product <p>Deliverable(s):</p> <ul style="list-style-type: none"> QCash Lending Product

- (H) Assumptions. QCash assumes the following when performing the professional services described in this document:
- (1) Specific activities critical to the delivery of services require the input, review, and participation of Member’s staff. Member will cause such staff to respond to QCash requests within three (3) business days of QCash request for feedback, information or approvals. Member acknowledges that failing to make such Member staff available will impact the delivery schedule, the price of the Services or both.
 - (2) Member has a good understanding of the QCash products and services. If advised to do so by QCash, members of Member’s project team will have attended training prior to the services covered by this SOW.
 - (3) If professional services are performed at Member’s location, the QCash representative will perform work during the days of Monday through Friday, and the Member will pay for the QCash reasonable travel expenses.
 - (4) Member will ensure that the specialized expertise for the hardware platform, third-party database and network administration is available on an as-needed basis to support installation and on-going activities throughout the engagement.
 - (5) System, server and workstation backups local to the Member’s network are the responsibility of Member. This includes the development and implementation of the system backups and recovery programs.

- (6) Member understands the detailed “System Recommendations” for the QCash products and services.
- (7) Member will grant full security access to the QCash’s technical consultant as necessary to complete this SOW.
- (8) If services are being performed remotely, QCash assumes Member will permit Internet connectivity to the necessary resources needed to configure the QCash Platform.
- (9) Member is responsible for all changes made to their core system’s test and production environments.
- (10) Member will be responsible for managing any other vendors engaged by Member in connection with the services described in this SOW.

2. Core Adapter Integration.

Member Environment Inventory			
Item	Solution Name(s)	In-House/Hosted (ASP)	Version/Additional Info.
Member Core Platform:			
Member Core Integration Platform or Adaptor (i.e., SymExchange, Pathways, CMC, Keybridge, etc.)			

- (A) Services. QCash will provide the following services to Member:
 - (1) Project Management: Overall project management of the QCash Core Adapter development, testing and integration.
 - (2) Core Adapter Development: QCash will develop a core adapter according to the core’s API specification provided by Member’s core provider (“QCash Core Adapter”). The QCash Core Adapter will support the QCash transaction set as long as the transaction set is supported by the core API.
 - (3) Installation and Integration: QCash will work with Member to connect the QCash Core Adapter to their core system. The QCash Core Adapter can be hosted by QCash or by Member and connection to Member’s core system can be via VPN or proxy server.
 - (4) User Acceptance Testing: QCash will assist Member in the testing of the QCash Core Adapter.
- (B) Additional Services. If requested by the Member, QCash will provide additional project-related consulting services at then current rates, to assist the overall project. Upon project initiation, QCash will work with Member’s Designated Project Manager to scope all the required activities and ensure that Member acquires all the necessary services. QCash will also assist Member project manager schedule these services for maximum effectiveness.
- (C) Description of Deliverables. The QCash Core Adapter will obtain the following information via the core API:
 - (1) Member Information: Using the Account Number passed in by the Member Online Banking application, obtain member information including address, birthdate, SSN
 - (2) Account Warnings: retrieve member and account level warning codes defined as items restricting activity
 - (3) Accounts: retrieve all accounts (shares and loans) on which the applicant is Primary account holder, using the SSN obtained on the Account Number passed in through the SSO
 - (4) Account Detail: attributes of the Accounts

- (5) Account Transactions: retrieve transaction history for Accounts for a configured period of time
- (6) Deposits: identification of Account Transactions that are deposits
- (7) Direct Deposits: identification of Account Transactions performed by Direct Deposit
- (8) Electronic Transaction: identification of Account Transactions that have been made through electronic channels
- (9) Late Loan Payment: identify late payments on open and closed loan accounts
- (10) Calculate Loan Terms: calculate loan terms (APR, Payment Days, Payment Amount) prior to the creation of the loan to be used in the Truth in Lending Disclosure
- (11) Create Loan: ability to create a new loan account with support for a non-interest charging loan type
- (12) Fund Loan: ability to fund the new loan account with money from a GL Account
- (13) Fund Share: ability to fund a share checking or savings account with proceeds from the loan
- (14) Apply Fee: ability to apply a fee to a share checking or savings account
- (D) Deliverable Completion. Deliverables will be considered accepted by Member unless QCash receives written notification from Member of errors. Member will use commercially reasonable efforts to accept or reject Deliverables within ten (10) business days of receipt. If QCash receives written notification of errors within ten (10) business days after receipt of the deliverable, QCash will address the reported errors in a revised deliverable. Member will then have an additional ten (10) business days to report that all errors have been resolved by the revised deliverable or to reject the revised deliverable and direct the deliverable owner to address the errors. Notwithstanding the foregoing, the parties may mutually agree, in good faith, to a different period of time for testing to occur, as applicable to the particular Deliverable being tested. Notwithstanding anything to the contrary, if written notification of unresolved errors is not received within the agreed upon time, the deliverable will be considered accepted by Member.
- (E) Out of Scope. QCash will write to the Member's Core System through the Member's Core API. Any other source system integration (including SSOs from mobile or online banking applications) is considered out of scope for the efforts of the QCash Core Adapter. If determined, QCash will work in good faith with Member to explore alternate sources to maintain the base functionality of the QCash Platform. These changes will be conducted through a formalized Change Order that may include modifications to scope, deliverable timeline, and cost.
- (F) Member Responsibilities. In connection with Services performed by QCash under this SOW, Member will provide QCash with:
 - (1) Member must have license to Core API and will facilitate getting API specifications to QCF.
 - (2) Member will manage core provider and other 3rd party providers connecting to Q-Cash.
 - (3) Provide a test system to test core system adapter.
 - (4) Fill out the QCash Implementation & Technical worksheets completely and accurately in a timely fashion.
 - (5) Manage core system and all other vendor systems connecting to Q-Cash. This includes from a business, technical, network, security and data perspective.
 - (6) Access to key stakeholders and control-owners for interview and corroborative inquiry
- (G) Change Orders. Any properly executed Change Order is subject to the terms of the POA and this SOW. QCash will not perform services identified by either party as outside this SOW, nor will QCash bill Member for any such services, without the following procedure:

- (1) QCash will provide a Change Order documenting the scope change; additional resources required; changes to the work plan, including due dates, if applicable; and additional estimated time and fees, if applicable.
 - (2) QCash will perform the additional services after receiving formal authorization. Formal authorization constitutes the Member Project Manager's written acceptance of, and agreement to pay QCash for, any additional services requested and set forth in the Change Order.
 - (3) Both Member and QCash must properly execute the Change Order before any resources will be requested or assigned to the task(s) or any services will be performed.
- (H) Proposed Project Schedule. Upon acceptance of the SOW, QCash will determine the actual project timeline based on resource availability and scope of project. Additional project tasks and deliverables may be identified during the course of the project. QCash and Member will work in good faith to address these items. . Following is a Proposed Project timeline:

PHASE 1: Requirements Gathering and Technical Specification

QCash and Member will:

- Member will fill out QCash's Implementation and Technical Documents.
- QCash will review completed documents and schedule a question-and-answer session.
- QCash will review the Core API of the Member to determine if the Q-Cash transaction set is fully supported.
- Work directly with the Member Project Manager to develop a project schedule with task assignments and manage project logistics through all phases of the project.

Deliverable(s) / Work product(s):

Complete and approved (signed) Implementation and Technical Documents.

Project Timeline

PHASE 2: Development

The Development Phase includes environment set up and the actual development of the software.

Under setup, Member will:

- (7) Provide access to a properly populated core system test environment, ideally with no Personally Identifiable Information (PII).
- (8) Insure data and system accuracy mimicking Member's production environment as closely as possible

Under Application Development, QCF will:

- Develop and Unit Test the Q-Cash Core Adapter based upon the requirements defined in Section 2. Description of Deliverables.

Deliverable(s) / Work product(s):

- Unit Tested code of the Q-Cash Core Adapter

PHASE 3: Testing & Quality Assurance

During this Stage, QCash and Member will perform quality assurance testing by executing system testing and:

- Review and document test results in QCash's Issue logging system
- Remediate all outstanding Severity 1 type issues that would prevent the Q-Cash Core Adapter from performing the functions of the QCash Platform as defined in Section 2. Description of Deliverables

Deliverable(s) / Work product(s):

Issue Logs in QCash's Issue Logging system

PHASE 4: Deployment and Initial Support

QCash will:

- Finalize the installation and deployment of the QCash Core Adapter to Member's Test and Production (if permitted) environments as part of the QCash Installation and Implementation SOW.

- Remediate all outstanding Severity 1 type issues that would prevent the QCash Core Adapter from performing the functions of the QCash Platform as defined in Section 2. Description of Deliverables for a period of up to 60 days

Deliverable(s) / Work product(s):

- QCash Core Adapter

(I) Assumptions

- (1) QCash assumes the following when performing the professional services described in this document:
- (2) Specific activities critical to the delivery of services require the input, review, and participation of Member's staff. Member will cause such staff to respond to QCash's requests within three (3) business days of QCash's request for feedback, information or approvals. Member acknowledges that failing to make such Member staff available will impact the delivery schedule, the price of the Services or both.
- (3) Member has a good understanding of the QCash's products and services. If advised to do so by QCash, members of Member's project team will have attended training prior to the services covered by this SOW.
- (4) If professional services are performed at Member's location, QCash representative will perform work during the days of Monday through Friday, and the Member will pay for the QCF reasonable travel expenses.
- (5) Member will ensure that the specialized expertise for the hardware platform, third-party database and network administration is available on an as-needed basis to support installation and on-going activities throughout the engagement.
- (6) System, server, and workstation backups local to the Member's network are the responsibility of Member. This includes the development and implementation of the system backups and recovery programs.
- (7) Member understands the detailed "System Recommendations" for the QCash products and services.
- (8) Member will grant security access to the QCash technical consultant as necessary to complete this SOW.
- (9) If services are being performed remotely, QCash assumes Member will permit Internet connectivity to the necessary test resources needed to develop the QCash Core Adapter.
- (10) Member will be responsible for managing any other vendors engaged by Member in connection with the services described in this SOW.

IV. Service and Support Services

- 1. Supported Services.** During the applicable term, provided Member is in compliance with the terms and conditions of the POA (including the payment of any support and maintenance fee), QCash will provide support and maintenance for the QCash services described below (collectively the "Services") at the levels described in this Support Service Level Agreement. If Member obtains additional services from QCash, this SOW will be amended, and such services will be deemed "Services."
- 2. Enhancements; Current Version Support.** As part of Member's Service and Support Fees, QCash will make Updates available to Member if, as, and when QCash makes any such Updates generally commercially available to its customers receiving support services from QCash (provided that Customer is then in compliance with the terms and conditions of this SOW and Member is current on its Service and Support Fees). An "Update" is a new release or version of or for the Services that contains bug fixes, error corrections and/or minor enhancements. An Update does not

include any new release, new product, or significant new functionality, module or added feature for which QCash imposes a separate charge to its customers generally or any release issued for a new or alternate operating environment – which shall be available to Member only upon the negotiation of separate fees, terms and conditions. For the avoidance of doubt, Member acknowledges that an Update and the services covered under this SOW do not include, and QCash is not obligated to provide any professional services that may be required for the installation and implementation of any Upgrade, which will be made available to Member upon, and shall be subject to, the negotiation of a mutually agreeable SOW for such services. The term "bug" or "error" described above refers to a failure of any Service to materially conform to the Specifications applicable to that Product. This includes (but is not limited to) specifications set forth in the QCash API Specifications Final, QCash Single Sign-On Specifications Final. The Services described in this SOW are only available for the current release and the previous sequential release. As QCash provides a platform that the Member can customize parameters on and is integrated to the Member's core, online, mobile and/or other platforms, it is incumbent that Member perform testing when a new Release or Update. This testing ensures that any customer parameters and/or last mile integration functions correctly. QCash will not be responsible for inadequate testing or lack of testing resources on the Member's part resulting in issues after a Release or Update in placed into production.

- 3. Limitations on Support Obligations.** QCash will not provide any technical support to any of Member's members or customers. Member will be solely responsible for integrating the QCash API and SSO interfaces with Member's computing environment as well as any associated support. At Member's request, QCash will provide support to those Member vendors that are leveraging the QCash API and SSO interfaces. Such support will be charged to Member separately on a time and materials basis at the time and materials ("T&M") at the then current T&M rates. Subject to the parties entering into a Statement of Work, QCash will also provide mutually agreed support, as directed by Member, at the then current T&M rates. QCash is not obligated to provide support in the following situations: (i) any modified, altered or damaged QCash Service or any portion of a QCash Service incorporated with or into other software or hardware unless expressly approved by QCash or its agents in writing; (ii) A QCash Service that is not the then current release or immediately previous sequential release; (iii) problems caused by Member's negligence, abuse, misuse or misapplication of any QCash Service, Member's failure to implement workarounds or resolutions provided by QCash; (iv) a QCash Service installed on any device or hardware that is not supplied and/or supported by QCash; or (v) Member has not paid applicable Service and Support Fees, or any related fees or amounts, when due. On-site support is not included with the support services provided hereunder. However, on-site support may be provided, subject to the availability of appropriate QCash or sub-servicer personnel, for additional fees at the then current T&M rates, and travel expenses under a separate, mutually agreed Statement of Work.

4. Support Services.

- (A) **Support Hours.** Support services are available during QCash's normal business hours, Monday through Friday, excluding holidays, of 7:30 a.m. Pacific Standard Time through 5:00 p.m. Pacific Standard Time each business day ("**Business Hours**"), except that support services for S1/Emergency issues (as classified below) that are reported by Member in accordance with the below process shall be available 24 hours a day, 7 days a week (24x7).
- (B) **Problem Reporting, Tracking & Management:** QCash offers two methods for communicating problems or requesting support services:
- (1) Member will provide two Support Contacts and will designate one of these individuals as the default. Name, E-mail address and phone number will be provided. These individuals will be provided access to the QCash Member Web Portal.
 - (2) QCash Member web portal/form; and

- (3) QCash telephone support for Severity 1 (S1)/ issue Escalation only.
 - (4) Any Case, Questions and/or Issues opened with QCash Support outside of the web portal/form will be reported under the default Support Contact listed above.
 - (5) Issues that could be classified as S1/Emergency must be reported first to QCash via the Member web portal. If an acknowledgement isn't received within 30 minutes, then via a phone call to the telephone support number. Member web portal access, Support E-mail Address and telephone support numbers will be provided to Member before production go-live.
 - (6) Member will use commercially reasonable efforts to work closely with QCash to reproduce reported problems. QCash may not be able to effectuate any patch, workaround or other resolution if the defect cannot be reproduced, but nevertheless, the parties will work together in good faith toward resolution.
- (C) Severity Definitions. When Member reports a problem with Services, as outline above, QCash will discuss its impact with Member and the parties will mutually agree on, assign, and document its severity level based on the definitions set forth below. Each reported problem is tracked through QCash's support system, which includes a description of the item, its priority, and ultimate resolution.
- (1) Severity 1 (S1): Emergency:
 - (a) Unplanned system wide outage or
 - (b) Data security issue (not support/administrative).
 - (2) Severity 2 (S2): Urgent: Services are accessible, but a major area of core functionality is unavailable or has a materially degradation in performance, no workaround exists and a large percentage (>10%) of the Member's users (members or customers) are impacted.
 - (3) Severity 3 (S3): Normal:
 - (a) System is operational and all major functional areas are available, but an error within one of the features has occurred, but the error does not prevent essential use of functional area and funding can still be completed for over 90% of the Member's users (members or customers).
 - (b) A slight operational error or inconvenience and funding can still be completed for over 90% of the Member's users (members or customers).
 - (c) An error with a workaround that accomplishes substantially the same end result and funding can still be completed for over 90% of the Member's users (members or customers).

5. **Response Timeframes.** Following receipt of notice, as described in Section 4, QCash will use commercially reasonable efforts to respond to the identified Severity Levels within the time periods listed below. Timeframes are dependent on Member providing necessary access to systems and as well as Member's best efforts to cooperate and promptly respond in writing with the specific details leading up to and including the issue. Failure to provide necessary access or cooperation could result in delays. QCF will not be responsible for any such delays.

Severity	Acknowledgement	Updates	Issue Circumvention
1	≤30 minutes 24 hours/day (within support window)	Every two hours until issue is circumvented and resolved	≤ 12 hours for circumvention.
2	≤30 minutes during business days & hours (within support window)	Every four hours until issue is circumvented and resolved	≤3 Business Days for circumvention.

Severity	Acknowledgement	Updates	Issue Circumvention
3	1 Business Day	As necessary until issue is circumvented and resolved	≤50 days for circumvention.

VI. Data Security Standards

1. **Purpose.** The Data Security Standards of this SOW sets forth the expectations between Member and QCash to implement to protect Member Confidential Information. The requirements of this SOW are applicable if and to the extent that: (1) QCash accesses Information Systems (as defined below); or (2) QCash creates, has access to, or receives from or on behalf of Member any Confidential Information (as defined below) in electronic format. All of the requirements listed below are predicated on the Member having effective and appropriate information security programs and controls in place within the Member’s controlled environments. These controls should meet industry and regulatory best practices including Multi-factor Authentication (MFA) and fraud detections controls for the Member’s digital banking platforms.

2. **Definitions.** The following terms shall have the meanings as set forth below:
 - (A) “Member Confidential Information” has the meaning set forth in the Agreement.
 - (B) “Information Systems” means information systems resources supplied or operated by Member or its contractors, including without limitation, network infrastructure, computer systems, workstations, laptops, hardware, software, databases, cloud computing, storage media, proprietary applications, printers, and internet connectivity that are owned, controlled or administered by or on behalf of Member.
 - (C) “Device” means equipment or electronic media on which Member Confidential Information is accessed, stored or processed, including without limitation storage drives or tapes, removable drives or media (to the extent permitted by Member), desktop and laptop computers, tablets, and mobile devices.
 - (D) “Information Security Program” means that QCash has established and enforced an information security program that is based industry accepted standards.
 - (E) “Mitigating or Compensating Controls” means QCash has deployed security controls as necessary to reduce the adverse effects of threats and reduce risk exposure to a level reasonably acceptable by Member.
 - (F) “Remediation” or “Remediate,” as applicable, means that QCash has addressed security exposure or Security Incident, such that the vulnerability’s risk has been mitigated.
 - (G) “Security Exposures” means vulnerabilities in systems in which could result in a breach to Member Information Systems. Security Exposures are classified under the Qualys Severity Score Rating which are congruent to the Common Vulnerability Scoring System (CVSS) methodology:
 - (1) “Urgent”: Intruders can easily gain control of the host, which can lead to the compromise of your entire network security. For example, vulnerabilities at this level may include full read and write access to files, remote execution of commands, and the presence of backdoors.
 - (2) “Critical”: Intruders can possibly gain control of the host, or there may be potential leakage of highly sensitive information. For example, vulnerabilities at this level may include full read access to files, potential backdoors, or a listing of all the users on the host.
 - (3) “Serious”: Intruders may be able to gain access to specific information stored on the host, including security settings. This could result in potential misuse of the host by intruders. For example, vulnerabilities at this level may include partial disclosure of file contents, access to certain files on the host, directory browsing, disclosure of filtering rules and security mechanisms, denial of service attacks, and unauthorized use of services, such as mail relaying.

- (4) "Medium": Intruders may be able to collect sensitive information from the host, such as the precise version of software installed. With this information, intruders can easily exploit known vulnerabilities specific to software versions.
- (5) "Minimal": Intruders can collect information about the host (open ports, services, etc.) and may be able to use this information to find other vulnerabilities.
- (H) "Security Incident" means the unauthorized access, use, disclosure, modification, or destruction of Member Confidential Information or access to or interference with the operations of any Member Information Systems or QCash Processing Resources. Security Incidents are classified as follows:
 - (1) "High Severity" or Severity 1 (severe impact) means external loss or exposure of Member Confidential Information or impact to Member Information Systems, causing significant impact to mission critical information technology systems including large-scale outages. Incidents or exposures classified at this level affect critical Member Information Systems and will affect Member members.
 - (2) "Medium Severity" or Severity 2 (major impact) means internal loss or exposure of Member Confidential Information or impact to Information Systems, causing significant business interruption. Incidents or exposures classified at this level affect non-critical Information Systems and may affect Member members.
 - (3) "Low Severity" or Severity 3 (moderate impact) means loss or exposure of Member public information or impact to Information Systems, causing a limited or confined business interruption. Incidents or exposures classified at this level affect Information Systems or assets, but do not affect Member members.
- (I) "Services" has the meaning set forth in the Agreement. If the term "Services" is not defined in the Agreement, then Services means any services or functions provided by QCash to Member under the Agreement.
- (J) "SOC Certification" means a Certification Standards for Attestation Engagements (SSAE) No. 16, SOC 1 Type II or SOC 2 Type II certification of the security, availability and confidentiality trust services principles.
- (K) "QCash Personnel" will mean employees, contractors or agents of QCash, or of its subcontractors, who provide Services (or any component thereof) to Member.
- (L) "QCash Processing" means any information collection, storage or processing performed by QCash or its subcontractors that: (i) directly or indirectly supports the Services or functions now or hereafter furnished to Member; and (ii) involves the storage, processing, use or creation of, or access to, any Member Confidential Information.
- (M) "QCash Processing Resources" means information processing resources supplied or operated by QCash, including without limitation, network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, printers, proprietary applications, Internet connectivity, printers and hard copies which are used, either directly or indirectly, in support of QCash Processing.

3. General Requirements.

- (A) Information Security Program. QCash agrees, at all times, to maintain an Information Security Program under which QCash documents, implements and maintains the physical, administrative, and technical safeguards necessary to:
 - (1) Comply with applicable law; and
 - (2) Protect the confidentiality, integrity, and availability QCash Processing Resources and Member Confidential Information.
- (B) Vendor Security Contact. QCash shall designate an Information Security Officer, herein referred to as "ISO," or an equivalent individual security representative that is responsible for the security of the QCash, to serve as the QCash's point of contact for Member on all security issues. QCash's Security Contact shall be responsible for oversight and compliance of this SOW.

- (C) Policies and Procedures. QCash shall maintain written information security policies to identify, prevent, detect, contain, and correct any violations of measures that have been taken to protect the confidentiality, integrity, and availability of QCash Processing Resources and/or Member Confidential Information.
- (D) Subcontractors. Based on the assessed vendor risk and to the extent that any QCash subcontractor accesses Information Systems or creates, has access to, or receives from or on behalf of Member any Confidential Information in electronic format, QCash shall ensure that written agreements include at minimum, requirements for security, protections and safeguards for compliance with Title V of the Gramm-Leach-Bliley Act, and the regulations promulgated pursuant thereto, including GLBA Security.
- (E) Change Management and Notification. Except in unforeseen emergencies or QCash's standard release/update process, QCash shall provide Member with prior written notice of any relevant material changes to QCash's information technology infrastructure, facilities, information security governance and oversight, security, network, and infrastructure operations that are responsible for ensuring a secure environment spanning QCash, any of its subcontractors, and Member.

5. Security Assessment and Certification Requirements. QCash shall make its annual SOC Audit certification available to Member upon request at no charge.

6. Security Monitoring and Notification.

- (A) Mitigation and Remediation of Exposures. QCash will mitigate or remediate any security exposure per the chart below:

SEVERITY	TIME TO REMEDIATE OR MITIGATE
Urgent Severity	1 day
Critical Severity	3 days
High Severity	30 days
Medium Severity	60 days
Low Severity	90 days

- (B) Incident Response and Notification. QCash shall maintain processes to detect, identify, report, contain, respond to, eradicate, mitigate, and Remediate Security Incidents in a timely manner. QCash shall notify Member, as appropriate, of any Security Incident(s) which result in, or which QCash reasonably believes may result in, unauthorized access to, modification of, or disclosure of Member Confidential Information, Information Systems or other Member applications.
- (C) Incident Remediation. Upon becoming aware of a Security Incident, QCash will assign severity level based on the definitions set forth in this SOW: High Severity, Medium Severity, and Low Severity. The following chart outlines the requirements that QCash is required to Mitigate or Remediate a Security Incident:

SEVERITY	TIME TO REMEDIATE OR MITIGATE
High Severity	48 hours
Medium Severity	5 business days
Low Severity	7 business days

7 Security Management and Framework. QCash shall maintain industry standard procedures to protect QCash Processing Resources, including, but not limited to:

- (A) A security program based on industry standards;
- (B) Content aware solutions to discover, monitor, and protect data-in-transit and data-at-rest across the network, storage, and endpoints (e.g., data loss prevention);

- (C) A formal process for becoming aware of and maintaining security patches and fixes;
- (D) Network filters, firewalls, and other mechanisms to restrict access to the QCash Processing Resources, including without limitation, all local site networks that may be accessed via the Internet;
- (E) Resources used for mobile access to Information Systems shall be protected against attack and penetration through the use of firewalls, malware detection and prevention, and encryption; and
- (F) Processes to detect, prevent, and eradicate malicious code (e.g., malware) and to notify Member of instances of any malicious code detected on QCash Processing Resources that may affect Member Confidential Information or Information Systems.
- (G) Security Framework Industry Standards. QCash agrees to adhere to and implement best practices from industry accepted security frameworks.
- (H) Software Development LifeCycle and Application Security. QCash agrees to maintain a Software Development Lifecycle (SDLC) that considers security through its phases. QCash agrees at all times to provide, maintain, test and support its software and subsequent updates, upgrades, and bug fixes (collectively, "Software") such that the Software is, and remains secure from those vulnerabilities described in:
 - (1) The Open Web Application Security Project (OWASP) "Top Ten Project".
 - (2) The CWE/SANS Top 25 Programming Errors.

8 Risk Management. QCash shall maintain appropriate safeguards and controls and exercise due diligence to protect Member Confidential Information and QCash Processing Resources against unauthorized access, use, and/or disclosure. In the event of any conflict or inconsistency between relevant requirements, QCash shall protect Member Confidential Information and QCash Processing Resources in accordance with the applicable requirement:

- (A) Federal and State legal and regulatory requirements;
- (B) Information technology and financial industry best practices;
- (C) Sensitivity of the data;
- (D) Relative level and severity of risk of harm should the confidentiality, integrity, and availability of the data be compromised, as determined by QCash as part of an overall risk management program.
- (E) Internal Risk Assessments. QCash shall, at least annually, conduct a risk assessment relative to its software and services. QCash's risk assessment process should be based on industry accepted standards.
- (F) Vulnerability Assessment and Penetration Testing. QCash will perform annual penetration tests, or after significant change, of applicable QCash environments. QCash shall also ensure that appropriate patches and security updates are applied in accordance with OEM recommendations or industry standards and best practices.

9 Personnel Security.

- (A) Access to Member Confidential Information. QCash shall require that QCash Personnel who have, or may be expected to have, access to Member Confidential Information or Information Systems comply with the provisions of the Agreement. QCash is responsible for any breach of this SOW by QCash Personnel.
- (B) QCash shall maintain processes for authorizing and supervising QCash Personnel and for monitoring access to Member Confidential Information, Information Systems, and QCash Processing Resources.
- (C) Security Awareness. QCash shall provide information security awareness training and education to all QCash Personnel upon hire and at least annually thereafter. Information security awareness education and training shall address the responsibilities related to the Services provided to Member.

- 10 Physical Security.** QCash shall maintain appropriate physical security controls to prevent unauthorized physical access to QCash Processing Resources and areas in which Member Confidential Information is stored and/or processed.
- 11 Data and Communication Security.**
- (A) **Data Transmission.** QCash shall utilize a method of transmitting Member Confidential Information that limits the unauthorized access to and/or modification of such information. Files must be communicated in such a way that they are encrypted end-to-end. QCash agrees that any and all electronic transmission or exchange of system and application data with Member shall take place via secure means (e.g., HTTPS, FTPS, SSH or equivalent). Access and data transfer via insecure methods (e.g., HTTP, FTP, Telnet, or any other unencrypted communications protocol) is strictly prohibited.
- (B) **Data Storage and Retention.**
- (1) QCash agrees that any and all Member Confidential Information will be stored, processed, and maintained solely on designated target servers and that no Member Confidential Information will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the QCash's designated backup and recovery processes and, subsequently, encrypted in accordance Section C "Encryption," as listed below.
- (2) All Member Confidential Information that is shared or provided to QCash is required to be stored on systems that reside in the United States of America at all times.
- (3) QCash shall securely delete all Member Confidential Information provided by Member but not required by QCash for performance of the applicable Services promptly after QCash discovers that such data is not needed. If such prompt deletion would require QCash to reallocate resources and impact QCash's ability to meet Service Level requirements or deadlines established by Member, then Member and QCash will work together to establish a schedule for such deletion.
- (C) **Encryption.**
- (1) QCash agrees to preserve the confidentiality, integrity, and availability of Member Confidential Information with administrative, technical, and physical measures that conform to industry recognized standards that QCash is responsible to apply to its Processing Resources. Maintenance of the QCash's Processing Resources includes, but is not limited to, timely application of patches, fixes and updates to operating systems and applications as provided by QCash or Open-Source Support. QCash agrees to follow standards for encryption, as well as best practices that are outlined in Section 2 and 3 on Public Networks and Private Networks as listed below.
- (2) **Public Network.** QCash shall ensure that all Member Confidential Information whether stored (e.g., data-at-rest) or that QCash transmits (e.g., data-in-transit) over the public Internet is encrypted using valid encryption processes and algorithms. Such items include, but are not limited to;
- (a) Sessions between web browser and web servers;
- (b) Email containing Member Confidential Information (including passwords);
- (c) Transfer of files via the Internet;
- (d) Laptop / desktop encryption;
- (e) Mobile Device encryption; and
- (f) Removable storage media encryption (e.g., thumb drive, external hard drives, writable CD drives, backup tapes).
- (3) **Private Network.** QCash shall ensure that all Member Confidential Information stored (e.g., data-at-rest) or that QCash transmits (e.g., data-in-transit) on

QCash's private Intranet is encrypted using valid encryption processes and algorithms.

- (4) Backup and Disaster Recovery. QCash agrees to store all Member Confidential Information as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. QCash shall maintain processes to prevent the unauthorized or inappropriate modification of Member Confidential Information, for both data-in-transit and data-at-rest.

12 Access Control.

- (A) Access to Member Confidential Information, Information Systems, or QCash Processing Resources, QCash shall require Authentication by the use of an individual, unique user ID and an individual password or other appropriate Authentication technique.
- (B) QCash shall maintain appropriate processes for requesting, approving, and administering accounts and access privileges for QCash Processing Resources and Member Confidential Information. QCash shall maintain appropriate access control mechanisms to prevent all access to Member Confidential Information and/or QCash Processing Resources except by QCash Personnel who have a need to access to perform a particular function in support of QCash Processing. QCash shall maintain processes to ensure that QCash Personnel access to Member Confidential Information or Information Systems is revoked immediately upon termination.

13 Network Security.

- (A) QCash agrees at all times to maintain network security and includes, but is not limited to:
 - (1) Firewall provisioning;
 - (2) Intrusion Detection and Prevention;
 - (3) Up-to-date Antivirus/Anti malware;
 - (4) Access Control Lists;
 - (5) Vulnerability Assessments
 - (6) Regular Penetration Tests for critical systems and applications.
- (B) QCash shall only have access to Information Systems, owned by and under Member control, which are authorized by Member and shall use such access solely for providing Services to Member. QCash agrees that they will not attempt to access any applications, systems or data, owned by and under Member control, which Member has not authorized QCash to access or which QCash does not need to access in order to perform Services for Member. Any attempt of QCash to access any applications, data or systems, owned by and under Member control, not in scope of the POA or SOW shall be a material breach of the POA.

VII. QCash Lending Service Description and Reporting Obligations.

1. **General.** A hosted system that will receive and process applications for short term, closed end loans to qualified members or customers of Member (also addressed throughout as the "QCash Service").
2. **Reporting Obligations.**
 - (A) QCash. Within ten (10) days after the end of each calendar month during the Term, QCash shall provide, via QCash Admin Portal, to Member a report which shall include without limitation the number of loans originated during the preceding month and the Servicing Fees due and owing to QCash with respect thereto as well as monthly uptime reporting for its systems. Such reports shall also include the following information:
 - (1) Member/Customer information (name, address, member #, etc.)
 - (2) Date of application
 - (3) Application purpose

- (4) Application disposition (approved, declined, pending)
 - (5) Application score
 - (6) Approval amount
 - (7) Disbursed amount
 - (8) Monthly payment
 - (9) Effective APR (APR +origination Fee)
 - (10) If declined, reason for decline
- (B) For reporting and elsewhere in the QCash platform, selected personally identifiable information (PII) will be partially or fully masked or otherwise concealed to protect the identity of the member/customer.
- (C) Credit Union._To achieve the program expectations, on or before the 30th day following the end of each calendar month, Credit Union shall share with QCash with reports via the QCash provided reporting template, providing at least the following information:
- (1) Number and dollar amount of loans originated based on QCash Service applications;
 - (2) Portfolio delinquency and charge-off amounts and ratios for each type of loan originated by Credit Union based on QCash Service applications.