

**AMENDMENT AGREEMENT TO CREDIT ADMINISTRATION SERVICES
AGREEMENT AND FEE LETTER**

This AMENDMENT ("Amendment"), effective as of January 26, 2021 (the "January 26, 2021 Amendment Effective Date"), modifies (i) the CREDIT ADMINISTRATION SERVICES AGREEMENT, dated June 14, 2020 (as amended, restated, modified or supplemented from time to time, the "Agreement") among MS Facilities LLC, a Delaware limited liability company (the "Company" or the "LLC"), Federal Reserve Bank of Boston (the "FRBB"), as managing member of the LLC (in such capacity, the "Managing Member") and Guidehouse Inc. ("Guidehouse"), a Delaware corporation, in its capacity as credit administrator (in such capacity, together with its successors in such capacity, the "Credit Administrator") and (ii) the FEE LETTER, dated June 14, 2020 (as amended, restated, modified or supplemented from time to time, the "Fee Letter"), by and among the Company, the Managing Member and the Credit Administrator. In the event of a conflict between any term of the Agreement or Fee Letter and this Amendment, the terms of this Amendment shall prevail. Words and phrases not specifically defined herein shall have the same meaning as in the Agreement or if not defined therein, the Fee Letter.

W I T N E S S E T H:

WHEREAS, the LLC, Managing Member and Credit Administrator having previously entered into the Agreement and the Fee Letter, wish to amend certain provisions of the Agreement and the Fee Letter;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I

AMENDMENTS

SECTION 1.1 Amendment of the Fee Letter. With the effect from the date hereof, the Fee Letter is amended as follows:

(a) The fourth paragraph of Section I of the Fee Letter is amended and restated in its entirety (to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and underlined text (indicated textually in the same manner as the following example: **added text**)) as follows:

For the period from Effective Date through ~~January 26, 2021~~ **the date corresponding to the substantial completion and delivery for acceptance**

testing of the final Major Release of the Technology Platform, in accordance with Section 2.13 of the Agreement Development, acceptance of which is as evidenced in accordance with Section 2.13(c) of the Agreement by written notification by FRBB (provided at least 10 Business Days in advance of the applicable date of release described therein) to release development resources (“Phase 2”) fees and costs related to implementation (including launch, development and delivery for program Services shall be as follows:

(b) The sixth paragraph of Section I of the Fee Letter is amended and restated in its entirety (to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and underlined text (indicated textually in the same manner as the following example: **added text**)) as follows:

For Phase 3, the period of ongoing, **steady-state** operations (including valuation Services) of the MSLP (e.g., commencing on the completion date of Phase 2), fees shall be calculated as the total of:

SECTION 1.2 Amendment of the Agreement. With the effect from the date hereof, the Agreement is amended as follows:

(a) Section 2.1(f) of the Agreement is amended and restated in its entirety (to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and underlined text (indicated textually in the same manner as the following example: **added text**)) as follows:

(f) Services will be provided by employees and any approved Subcontractors located in the United States. Core functions related to data storage, backup and recovery of the Technology Platform underlying the Services will be hosted in the United States. All Company Data that is stored, processed, or transmitted through the Technology Platform shall remain stored, processed, or transmitted in the United States. **Without limiting the generality of the foregoing, development of Credit Administrator Materials may occur outside of the United States provided that, such activities are otherwise conducted in accordance with the terms of the Agreement.**

(b) The Section 2.5(b) of the Agreement is amended and restated in its entirety (to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and underlined text (indicated textually in the same manner as the following example: **added text**)) as follows:

(b) If the Deliverables provided hereunder include materials, software or works developed by the Credit Administrator especially for the Company or the Managing Member, in each case as (i) specified as **“Custom Works”** in the applicable Service Annex **or (ii) as identified in writing as “Custom Works” by mutual agreement of the Credit Administrator and Managing Member**, including but not limited to copyrightable, patentable, or otherwise legally protectable Intellectual Property

or data (excluding Credit Administrator Materials and Third-Party Technology, as defined below) ("Custom Works"), then the Credit Administrator agrees that all such Custom Works shall be the sole property of the Company, and Credit Administrator hereby assigns, and promises to take all reasonably necessary steps to effect and perfect the assignment, to the Company of, all worldwide rights that the Credit Administrator may have in all such Custom Works. The Company and the Managing Member will exclusively own the Custom Works, including the exclusive and unlimited right to forever make, have made, use, reconstruct, modify, reproduce, publish, display, distribute, license and sell the Custom Works in whole or in part. The parties agree that, for purposes of copyright protection, any Custom Works are "Works Made For Hire" as defined in Title 17 of the United States Code, as amended, which are specially commissioned by the Company. In the event that any Custom Works are held not to be "Works Made For Hire" as herein defined, the Credit Administrator hereby assigns to the Company all copyrights in such Custom Works. Upon expiration, completion or termination of the Services under this Agreement, Credit Administrator shall provide to Company all tangible embodiments of all Custom Works, including any source code relating thereto. The Credit Administrator, and its Subcontractors, shall retain ownership of all its working papers, pre-existing materials, Intellectual Property, and software, information, know-how, data and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware; in each case of the foregoing, solely to the extent the Credit Administrator created, developed, licensed, discovered or otherwise acquired such items or rights before entering into this Agreement or which the Credit Administrator created, developed, licensed (other than from the Company or the Managing Member), discovered or otherwise acquired independently of or as a result of the Services furnished to the Company hereunder, except for (i) any Custom Works ~~specified in the applicable Service Annex~~ and (ii) any information or data (x) provided by or on behalf of an Authorized User or (y) developed or generated by an Authorized User through use of the Technology Platform (collectively, "Credit Administrator Materials"). This Section shall survive the termination or expiration of this Agreement. **Without limiting the rights granted in Deliverables elsewhere in this Agreement, including rights conveyed to Company and Managing Member under Sections 2.4 and 2.5(a) herein, to the extent Deliverables, including materials, software or works are developed by the Credit Administrator especially for the Company (i) as specifically set forth in the "Documented Requirements" or (ii) as otherwise agreed in writing by the Credit Administrator and Managing Member, in each case, approved by the Credit Administrator in writing (the "Documented Materials"), Credit Administrator hereby grants to the Company a non-exclusive, irrevocable, perpetual, sublicensable (solely to other Federal Reserve Entities and/or the United States Department of**

Treasury, collectively the “Permitted Sublicensees”), royalty free right and license to use or otherwise exploit any Intellectual Property Rights in and to such Documented Materials solely for purposes of (a) Company’s and the Permitted Sublicensees’ business purposes; provided, however, that during the five (5) years following the January 26, 2021 Amendment Effective Date, any use of the Documented Materials other than internal use by the Company or the Permitted Sublicensees shall be subject to the prior written approval of the Credit Administrator and (b) Credit Administrator’s fulfillment of its obligations to the Company, in each case subject to Company’s obligations with respect to Credit Administrator’s Confidential Information and excluding, for clarity, the Credit Administrator Materials. For the avoidance of doubt, Credit Administrator makes no warranty to the Permitted Sublicensees regarding the Documented Materials, or to the Company regarding the use of the Documented Materials by the Permitted Sublicensees. Under no circumstances shall Documented Materials include pre-existing or independently developed elements of the Technology Platform or other materials licensed from a third party by the Credit Administrator.

(c) The Credit Administrator and Managing Member hereby acknowledge and agree that the materials, software and other works specified on Exhibit A hereto shall be considered Documented Materials pursuant to Section 2.5(b) of the Agreement.

ARTICLE II

MISCELLANEOUS

SECTION 2.1 Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 2.2. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. Any counterpart may be executed by facsimile or other electronic transmission, and such facsimile or other electronic transmission shall be deemed an original.

SECTION 2.3. Entire Agreement. The only amendments being made to the Agreement and the Fee Letter are those that are set forth in this Amendment; no other amendments are being made. This Amendment constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties hereto with respect to the subject matter of this Amendment. Neither this Amendment

nor any provision hereof is intended to confer upon any person other than the parties hereto and the other parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the day and year first above written.

GUIDEHOUSE INC.,
as the Credit Administrator

By: _____
Name:
Title:

MS FACILITIES LLC

By: FEDERAL RESERVE BANK OF BOSTON,
as its Managing Member

By: _____
Name
Title:

FEDERAL RESERVE BANK OF BOSTON,
as the Managing Member

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the day and year first above written.

GUIDEHOUSE INC.,
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By: _____
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as its Managing Member

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Name:
Title:

FEDERAL RESERVE BANK OF BOSTON,
as the Managing Member

By: _____
Name:
Title:

Exhibit A
Documented Materials

All documentation and other materials used in the definition and design of any Custom Works or Documented Materials, that are set forth in any Documented Requirements, or embodying any intellectual property therein, including for the avoidance of doubt:

- Any available user interface design documentation, including Screen images of the user interfaces (e.g., screen mock-ups) and screen flows; and
- Business requirement documents (“BRD”)