



This Master Services Agreement ("MSA") is made and entered _____, 2011 (the "Effective Date") by and between Global Compliance Services, Inc., a Delaware corporation, having its principal place of business at 13950 Ballantyne Corporate Parkway, Charlotte, NC 28277, and on behalf of itself and its subsidiaries (collectively, "GCS"), and Lexington-Fayette Urban County Government, a Kentucky urban county government, having its principal place of business at 200 East Main Street, Lexington, KY 40507 ("Client"). Any references to the "MSA" shall include the General Terms and Conditions below and any SOW (as defined in Section 1.0 below). In consideration of the mutual covenants and conditions contained in this MSA and intending to be legally bound, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1.0 MSA Documents.

This MSA contains these general terms and conditions ("General Terms and Conditions") applicable to all Services (as defined below). Additional terms that are specific to particular Services to be provided shall be set forth in one or more statements of work, which the parties may agree to from time to time and pertain only to those Services (defined below) covered by the applicable statement of work, which shall be mutually executed by the parties and each of which are incorporated into the MSA by this reference (each an "SOW").

2.0 Statements of Work.

2.1 Services. GCS shall provide the services described in an SOW ("Services"). Each SOW shall detail the material terms and conditions applicable to the Services to be provided pursuant to that SOW. If the terms and conditions of an SOW conflict with these General Terms and Conditions, the SOW shall control. A SOW may add additional Services and obligations of the parties and include additional legal terms and conditions. If Client requires an assigned Purchase Order number on invoices, it is understood and agreed that the Purchase Order document is for Client's internal accounting purposes only and that it shall not in any way modify, add to, or delete any of the terms and conditions of the MSA or any SOW.

2.2 Ordering of Services by Affiliates. Client's affiliated entities may also order Services hereunder by executing an SOW with GCS in which event the Affiliate shall be entitled to all of the rights and benefits, and is bound by all of the duties and obligations (including any payment or indemnification obligations) under these General Terms and Conditions and applicable SOW.

2.3 Disclaimer on the Provision of Legal Services. GCS is not a law firm and is not engaged in providing legal or related services. In providing Services, GCS attempts to provide its clients with "best practices" advice in light of then-current laws and/or regulations. Client agrees that GCS' Services shall not replace advice from Client's in-house or outside counsel or their opinions concerning Client's practices. As laws and regulations are always changing, so GCS shall use commercially reasonable efforts to update its Services and to communicate to Client the evolving best practices for the areas in which it provides Services.

3.0 Fees and Payment.

3.1 Fees. GCS' provision of the Services is conditioned upon Client's payment of the fees set forth in all SOWs entered into between the parties (collectively, "Fees"). Unless the Fee Terms (defined below) expressly state otherwise, all Fees are stated in United States Dollars and all payments of Fees shall be made in United States Dollars.

3.2 Payment of Invoices. Invoicing and payment intervals shall be set forth in each SOW ("Fee Terms"). Unless the Fee Terms clearly indicate otherwise, Client shall pay invoices within thirty (30) days of the invoice date. Any Fees more than thirty (30) days past due shall accrue interest on a daily pro rata basis, at the rate of 1% per month. For any invoice where Client disputes the

performance of the Services or the applicable Fees, within thirty (30) days of the invoice date, Client shall (a) promptly pay GCS all undisputed Fees and (b) provide GCS with detailed notice of the nonconforming Services or disputed Fees sufficient for GCS to investigate the dispute ("Invoice Dispute"). If Client does not make payment or issue an Invoice Dispute within thirty (30) days, GCS shall provide Client with ten (10) days written notice of non-payment, after which, if the failure to pay or issue an invoice dispute is not cured, GCS may suspend performance of all Services until Client either (i) makes payment or (ii) issues a sufficiently detailed Invoice Dispute. If Client fails to issue an Invoice Dispute within sixty (60) days of receiving an invoice, Client shall be deemed to have accepted the invoice and payment shall then be past due and owing. In the event of an Invoice Dispute, the parties shall work in good faith to resolve it promptly.

3.3 Fee Adjustments. Unless the Fee Terms expressly says that Fees are firm for the term of the applicable SOW, following the Initial Term of the SOW (as defined in the SOW), GCS reserves the right to adjust Fees for any SOW, but no more often than once every twelve (12) months. Prior to any Fee increase, GCS shall give Client sixty (60) days prior written notice. Commencing upon such notice, Client will have a sixty (60) day period in which to terminate the applicable SOW by providing GCS with thirty (30) days prior written notice of its intent to do so.

3.4 Expenses. If an SOW requires that Services be performed at a Client's site or another site designated by Client, Client shall be responsible for all reasonable travel and out-of-pocket expenses ("Expenses") of the professional(s) performing such Services. GCS personnel shall travel by coach airfare for flights under five (5) hours and business class for flights five (5) hours or more. If business class is not offered for any leg of the trip, then first class may be used for that portion of travel. Rental cars shall be used only when necessary and economically practical compared to other modes of local transportation or if local transportation is nonexistent. Rental charges shall be net of any discounts and will be limited to the rental cost of compact or standard-size cars, depending on the number of people using the car and the local road conditions. GCS personnel shall consult with Client concerning appropriate local lodgings. GCS shall provide Client with advance notice of anticipated Expenses and invoice them at cost and/or IRS-approved rates where applicable and provide copies of original receipts as appropriate.

3.5 Taxes. The Fees do not include taxes. If GCS is required to pay or there are sales, excise or use taxes, or any other federal state or local taxes based on the licenses or Services provided under the terms of this MSA, then such taxes will be billed to and promptly paid by Client. This Section shall not apply to taxes based on GCS' income, which shall remain the responsibility of GCS.

3.6 Payment. Client may pay invoices by check or wire as follows:

By Check: Forward to the following remittance address:

Global Compliance Services, Inc.
PO Box 60941
Charlotte, NC 28260

By Wire: Send payment by wire to:
Bank Name: Wells Fargo Bank, N.A.
401 South Tryon Street
Charlotte, NC 28288

Lockbox Account
Account Name: Global Compliance Services, Inc.
Account No.: 2000014800317
ABA Routing No.: 053000219

Please place the invoice number and your company name in the comments.

4.0 Ownership and Licenses.

4.1 **Definition of Marks.** For purposes of this Section 4.0, "**Marks**" means any word, symbol or device, or any combination thereof, used or intended to be used by a party to identify and distinguish that party's products or services from the products or services of others, and to indicate the source of such goods or services.

4.2 **License.** To the extent necessary to perform Services (such as customization Services for a website or Code of Conduct, by way of example) each party grants to the other a limited, non-exclusive, non-assignable, non-transferable license, without right to sublicense, to use Marks it owns or has a right to license. All right, title and interest in each party's Marks are exclusively owned by that party and/or its licensors. All use of the Marks inures to the benefit of the licensor. A licensee shall not assert copyright, trademark or other intellectual property ownership or other proprietary rights in the other party's Marks or in any element, derivation, adaptation, variation or similar Mark. A licensee shall not contest the validity of, or the other party's ownership of, any of the other party's Marks. A licensee shall not use the other party's Marks in any manner that may dilute, diminish, or otherwise damage the licensor's rights and goodwill in its Marks.

4.3 **Services/Work Product Ownership.** Except to the extent delineated in each applicable SOW, as between the parties, GCS owns and shall retain all right, title and interest in and to the Services, deliverables and any related content created or provided pursuant to this MSA and any SOW and any and all derivative works flowing from such (collectively, "**GCS IP**"). Notwithstanding the preceding sentence, where an SOW identifies materials or other work product produced in connection with the provision of the Services, conditioned upon Client's payment of all Fees set forth in the applicable SOW, GCS grants to Client a non-exclusive, perpetual, fully paid-up, royalty-free, non-transferable license to use the GCS IP included in the deliverables provided to Client for the sole and limited purpose of furthering Client's internal business purposes, but not for commercial exploitation or conveyance to any third party (except in the case of a reorganization, merger, consolidation, or sale of all or substantially all of Client's assets, in which case the license can be transferred to a successor in interest). Client agrees that in connection with its licensed use of the deliverables as described in the preceding sentence, (a) Client shall comply with its confidentiality obligations under Section 10.0 (Confidentiality) and (b) all applicable warranties are terminated upon termination or expiration of the applicable SOW. This paragraph is intended only to indicate that the applications used to store client's information are owned solely by GCS and is not intended to limit the use of reports or other information provided to client as part of the services provided by GCS.

4.4 **Retained Ownership.** Nothing in this MSA or any SOW shall be interpreted to imply that Client does not at all times retain ownership of its Marks and any other intellectual property owned by Client and provided to GCS for use in customizing the Services or incorporating into any deliverable.

5.0 Term and Termination.

5.1 **Term.** This MSA shall remain in effect from the Effective Date until terminated by either party. Notwithstanding the preceding sentence, the MSA shall remain in effect for so long as GCS provides Services under any operative SOW.

5.2 **SOW Termination.** Except as expressly stated in this Section 5.2 or as otherwise set forth in an SOW, an SOW may not be terminated other than at the end of its term or completion of the applicable Services (as stated in the SOW) except the non-breaching party may terminate upon written notice to the other party if the other party has breached the SOW and such breach has not been cured within thirty (30) days (or if not capable of cure within thirty (30) days, the breaching party has not undertaken appropriate efforts to cure and is not diligently pursuing such cure). GCS may terminate or suspend Services in the event of a payment default that is not cured within the time provided for in 3.2. Either party may terminate an SOW and this MSA on written notice to the other party if that other party makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the

appointment of a receiver for its business or assets, or becomes subject to a petition in bankruptcy not dismissed in sixty (60) days, or has wound up or liquidated.

5.3 **Effect of Termination.** Upon termination of an SOW, GCS shall immediately discontinue performance of all related Services, unless the parties agree otherwise. In addition, promptly upon termination of the MSA or an SOW (a) GCS shall invoice Client for all Services provided up to the date of termination and Client shall pay such invoices according to the terms of the MSA or SOW; (b) except as may be limited by an applicable SOW and provided the termination is not due to Client's material default under the MSA or SOW, GCS shall turn over to Client any materials or work-in-progress as of the date of termination that Client is entitled to under the terms of this MSA or SOW; and (c) each party shall deliver to the other its Confidential Information. Neither Party may assert against the other Party any claim through mediation, arbitration or litigation for breach or non-performance in connection with this MSA unless the asserting Party has given the other Party written notice of the claim within two years after the asserting Party first knew or reasonably should have known of the underlying facts giving rise to such claim.

5.4 **Survival.** The terms and conditions of this MSA and any SOW which by their nature require performance by either party after the termination or expiration of the MSA or an applicable SOW, including, but not limited to, limitations of liability, confidentiality obligations, exclusions of damages, indemnification obligations, governing law and arbitration requirements and any other provision or partial provision which by their nature would reasonably extend beyond the termination of the MSA or applicable SOW shall be and remain enforceable notwithstanding such termination or expiration of the MSA or applicable SOW for any reason whatsoever.

6.0 Warranties and Disclaimer.

6.1 **GCS Services Warranty.** GCS warrants that it will provide the Services according to the requirements of the applicable SOW in a professional manner and with the degree of skill, care and judgment normally exercised by recognized professional firms performing similar services.

6.2 **Infringement.** GCS represents that as of the Effective Date, GCS is not aware of any claim of infringement regarding patent, copyright, trademark or any other intellectual property rights having been asserted against the Services ("**Infringement Claims**").

6.3 **Authorizations and Legal Compliance.** The parties each represent and warrant and covenant for the future that:

- (a) the execution, delivery and performance of the MSA and each SOW (i) has been and shall be duly authorized by the executing party; (ii) that the executing party's performance of its obligations will not conflict with, result in a breach of or constitute a default under any other agreement to which that party is bound, and (iii) the executing party has in each instance obtained all required authorizations and consent to perform its obligations; and
- (b) the executing party is in compliance with all laws applicable to its business and operations including international data privacy laws.

6.4 **Disclaimer of Warranties.** **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 6.0 AND THOSE EXPRESSLY SET FORTH IN A SOW, IF ANY, NEITHER PARTY MAKES ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, DELIVERABLES, MARKS OR THE PARTY'S PERFORMANCE UNDER THE MSA OR ANY SOW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AGAINST INFRINGEMENT AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GCS EXPRESSLY DOES NOT WARRANT THAT THE SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, STATE OR LOCAL LAWS THAT MAY REQUIRE THE PROVISION OF POLICIES AND/OR PROCEDURES FOR THE CONFIDENTIAL REPORTING OF CIVIL, CRIMINAL OR OTHER VIOLATIONS.**

7.0 Remedies for Breach of Warranties.

7.1 Nonconformity or Defect in Services. For any uncured breach of the warranties contained in 6.0 above or in an applicable SOW, while not limiting Client's remedies nor GCS's liability, in the case of any nonconformity or defect in the Services (other than infringement claims which are governed by Sections 7.3 and 8.1 below), GCS shall at its sole option and in the following order of priority: (a) use commercially reasonable efforts to provide technical support, modifications or fixes with respect to any such error or defect in a timely manner, (b) re-perform any non-conforming Services; or (c) credit Client with the Fees paid during the then-current term of the applicable SOW which shall be prorated so that Client only receives reimbursement for Fees covering the period during which there was a performance problem.

7.2 Disqualification for Remedies. GCS shall not be obligated to correct, cure or otherwise remedy any error or defect in the Services resulting from (a) modifications to the Services or any related deliverable by any person not so authorized in writing by GCS or (b) misuse of the Services or the deliverable that are the subject or purpose of the Services.

7.3 Infringement Remedies. Should Client's use of the Services as contemplated in an applicable SOW be determined by a court of competent jurisdiction to infringe or have infringed the intellectual property rights of a third party or if, in GCS' sole judgment, such use is likely to infringe or result in the infringement of a third party's intellectual property rights, GCS may, at its sole option and its own expense: (a) procure for Client the right to continue using such Services; (b) replace or modify the Services to make their use non-infringing provided such modifications do not materially impair the provision of the Services or the end-result of the Services; or (c) cease to provide the Services and refund to Client on a pro rata basis any prepaid Fees for Services not rendered.

7.4 Client Assistance in Correction Required. In order to avail itself of such remedies, Client shall promptly submit written notice to GCS promptly after the first occurrence of the failure giving rise to the claim, and shall provide all reasonable support and assistance in discovering the cause or cure for the failure of the Services.

8.0 Indemnification.

8.1 Mutual Indemnification. To the extent allowable by law, each party shall indemnify, defend and/or settle and hold harmless, the other party, its directors, officers, employees and permitted assigns ("**Indemnified Parties**") from and against any and all claims, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees), pursuant to any third party claim brought against an Indemnified Party arising out of or related to: (a) the indemnifying party's injury of any person(s) or the indemnifying party's damage to or loss of property (including loss of use) arising from the indemnifying party's negligence or willful misconduct; (b) the indemnifying party's violation of any applicable law, rule or regulation relating to provision of the Services on the part of GCS or Client's use of the Services or resulting deliverables in a manner not contemplated by the applicable SOW; (c) the infringement of a third party's intellectual property rights by the authorized use of a party's Marks or the authorized use of the Services or resulting deliverables as contemplated under the applicable SOW; (d) the gross negligence or willful misconduct of the indemnifying party or its employees or agents; and (e) Client's use of the information provided to Client by GCS pursuant to the Services. This is not intended to be waiver of sovereign immunity or other third party defense available to either party.

8.2 Requirements of Indemnification. In order for the indemnification obligations of the indemnifying parties to apply, the Indemnified Parties must promptly provide the indemnifying party with notice in writing of any claim, promptly tender the control of the defense and settlement of any such claim to the indemnifying party (at the indemnifying party's expense and with indemnifying party's choice of counsel), and cooperate fully with the indemnifying party (at the indemnifying party's request and expense) in defending or settling such claim, including but not limited to providing any

information or materials necessary for the indemnifying party to perform the foregoing. The indemnifying party will not enter into any settlement or compromise of any such claim without the Indemnified Parties' prior consent, if the settlement would require admission of fault or payment by the indemnified parties.

9.0 Liability Limitations.

9.1 Disclaimer of Certain Damages. Except for express indemnification and/or confidentiality obligations and to the extent resulting from a party's gross negligence or intentional misconduct (or that of its agent and/or employees), in no event will either party be liable to the other for any form of indirect, special, incidental, punitive, or consequential damages of any character for any claims arising out of or in connection with the MSA or any SOW.

9.2 Application. The provisions of Sections 9.1 and 9.2 shall apply (a) regardless of the type of claim, whether in contract, tort (including negligence or breach of statutory duty) or warranty, or on any other legal or equitable grounds; (b) regardless of the cause of such damages, even if the party has been advised of the possibility of such losses or damages and even if such damages were foreseeable; and (c) regardless of any claim or finding with respect to the adequacy, failure of purpose, or sufficiency of any remedy provided for under the MSA. Each party shall remain responsible for managing its business, including the effects upon its business of the other party's performance or non-performance under the MSA or any SOW, and shall take commercially reasonable steps to mitigate the other party's liability.

10.0 Confidential Information.

10.1 Definition. "Confidential Information." Unless otherwise required by KRS 61.870 et seq., the Kentucky Open Records Act, "**Confidential Information**" means any information disclosed by either party to the other party during the performance of an SOW or in connection with the parties' relationship during the term of this MSA, either directly or indirectly, in writing, orally or by inspection of tangible objects which a reasonable person would understand to be confidential or proprietary. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

10.2 Disclosure of Confidential Information. Subject to the provisions of KRS 61.870 et seq., the Kentucky Open Records Act, Both GCS and Client shall (a) hold all Confidential Information in confidence and use it only for the permitted purpose in connection with the Services provided under this MSA or any SOW; (b) reproduce Confidential Information only as reasonably required in furtherance of the Services provided under this MSA or any SOW; (c) restrict disclosure of Confidential Information only to its employees with a need to know; and (d) take all reasonable precautions that its employees comply with the confidentiality obligations under this Section 10.0. Neither party shall disclose Confidential Information to third parties without the other party's prior written consent.

10.3 Injunctive Relief. If a party breaches or threatens to breach its confidentiality obligations under this Section 10.0, then the other party, in addition to other available remedies, has a right to injunctive relief, inadequate money damages and irreparable harm being acknowledged. In such an instance, each of the parties hereby waives the requirement for the posting of a bond.

10.4 Independent Development. The parties acknowledge and agree that this MSA does not in any way limit either party's right at any time to independently develop, market, license, or otherwise distribute, any product or

service, in any manner that it chooses, subject to the license grants provided herein.

10.5 Subpoena Response. If GCS receives process, including a subpoena, in respect of litigation or a dispute involving Client (but not GCS), that requests or seeks the production of documents or the disclosure of information concerning Client, including information received in the course of performing Services under an SOW, GCS, if legally permitted, shall notify and deliver a copy of the process to Client at the address for notices set forth in Section 12.3, as may be amended from time to time. In such event, Client shall assume the response to such process. If Client fails to assume the response to process, GCS shall respond to the extent that it determines, in its reasonable discretion that it is required to do so.

11.0 Dispute Resolution.

11.1 Pre-Mediation Procedures. Except as provided below, in the event of any dispute or controversy arising out of or relating to this MSA (including any SOW hereto) including its validity, enforceability, performance, or breach ("Dispute"), the party alleging a Dispute will notify the other of the existence of the Dispute in writing ("Notice"), and provide reasonable detail about the Dispute. Senior officials representing both parties will meet and attempt to resolve the Dispute within 15 days of the Notice.

11.2 Arbitration. If senior officials do not meet or are unable to resolve a Dispute within the above period, the Dispute shall be resolved by mediation according to the then-current Commercial Arbitration Rules of the American Arbitration Association (AAA). The number of mediators shall be one and the mediator shall be a licensed attorney with knowledge concerning the subject matter in dispute. The parties shall endeavor to select a mutually acceptable arbitrator within fifteen (15) days of either party's demand for mediation. If the parties are unable to agree to such a selection, AAA procedures shall be used to select a single mediator. The costs for the mediation and the fees of the mediator shall be shared equally by the parties. The parties agree that arbitrations shall take place in Lexington, KY. The mediator shall not have the authority, power, or right to award punitive damages. The mediator will charge the reasonable attorneys' fees and costs of the prevailing party to the other party, but in an amount not to exceed one-half of the value of the award. The mediator shall endeavor to commence the mediation within sixty (60) days of the Notice. A written award shall be rendered by the mediator within thirty (30) days of the end of the meeting(s).

11.3 Attorney's Fees. If either party brings an action to enforce this agreement, or if a party goes to court due to a violation or alleged violation of its intellectual property rights, the prevailing party is entitled to its reasonable attorney's fees, costs, and expenses.

11.4 Governing Law. The MSA shall be governed by and construed according to the laws of Kentucky, without regard to its conflicts-of-law provisions that would apply the substantive laws of another jurisdiction. The Uniform Computer Information Transactions Act (UCITA) as implemented in any form shall not apply to the MSA or any SOW and the parties agree that although GCS may use software applications to provide Services under the MSA, the MSA is not a "computer services contract" as such is understood under the UCITA.

12.0 General Provisions.

12.1 Publicity. Neither party to this MSA shall use the other party's name or trademarks or other intellectual property in any advertising, written sales promotion, press releases and/or other publicity matters relating to MSA or an SOW without the other party's consent. Notwithstanding the foregoing, during the term of this MSA, (a) GCS may list Client's name on customer lists provided to prospective buyers of GCS' products or services or on GCS' website to identify Client as customer and (b) Client may use GCS' name in press releases announcing that Client uses GCS' services and in internal communications related to the Services. Either party may include the other's name where required for the purpose of any public filings.

12.2 Third Party Beneficiaries. Except as expressly provided otherwise in the MSA or an SOW, nothing in the MSA shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right or remedy; rather, this MSA is intended to be for the sole and exclusive benefit of the parties.

12.3 Assignment. Neither party may assign this MSA without the other party's prior written consent, except that either party may assign this MSA without the other's consent in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets. Any attempt to assign this MSA other than as permitted above will be null and void. Subject to the foregoing, this MSA is binding upon and shall inure to the benefit of each of the parties, and the successors and permitted assigns of each.

12.4 Notice. Any notice required for or permitted by this MSA shall be in writing and shall be deemed delivered and effective upon receipt if delivered: (i) by overnight courier upon written verification of receipt or (ii) by certified or registered mail, return receipt requested, upon verification of receipt. In the case of GCS, notices must be sent to the General Counsel at the address in the preamble above, with a "cc" to: contracts.department@globalcompliance.com (with "Legal Notice" in the subject line of the email). In the case of Client, notices must be sent to Director of Internal Audit at the address in the preamble above.

12.5 No Agency. This MSA shall not be construed to create a joint venture or partnership between the parties. Neither party shall be deemed to be an employee, agent, partner nor legal representative of the other for any purpose and neither shall have any right, power nor authority to create any obligation or responsibility on behalf of the other. Each party shall be responsible for compliance with all applicable laws, rules and regulations, if any, related to the performance of its obligations under this MSA.

12.6 Force Majeure. Neither party, nor its agents or suppliers, shall be liable for failure to perform, or the delay in performance of, any of its obligations under this MSA if, and to the extent, that such failure or delay is caused by events beyond its reasonable control, including, but not limited to, acts of the public enemy or a governmental body in its sovereign or contractual capacity, war, fire, floods, unusually severe weather, outside electrical failure, the limitations or failures of third-party telecommunication providers, the performance or failures of internet service providers or acts of terrorism, including cyber attacks on GCS' computer systems or those of third parties, including without limitation, internet service providers and telecommunication providers. If so affected, the affected party shall use commercially reasonable efforts to avoid or remove such causes of non-performance or delay, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed or otherwise resolved.

12.7 Equal Opportunity Employer. GCS is an equal opportunity employer and complies with all federal EEO and affirmative action requirements in reference to race, sex, religion, national origin, handicap and Vietnam veterans or disabled veterans status as found in 41 CFR 60-1, 4, 60-250.3 and 60-741.3.

12.8 Data Aggregation and Analysis. Notwithstanding anything to the contrary in this Agreement, GCS shall be, and hereby is, authorized to collect, compile and use de-identified information collected in the performance of Services ("Benchmarking Statistics"), for the purpose of analyzing and reporting the effectiveness of and any trends in corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification or for other uses as GCS may decide. Company shall have no right to access or use GCS' aggregate Benchmarking Statistics unless Company decides to purchase GCS' Integrity Diagnostics and/or Performance Benchmarking services. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify a company or an individual, where, without limitation, the following identifiers have been removed: company names and the names of individuals, addresses, account numbers, social security numbers, phone numbers, e-mail address(es) and any other information which could reasonably be anticipated to identify,

when taken in the aggregate, a specific company, other organization or individual.

12.9 Entire Agreement. This MSA constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements, representations or warranties, written or oral, concerning the subject matter of the MSA, including any prior nondisclosure or confidentiality agreement which shall be replaced by those terms and conditions set forth in Section 10.0 (Confidentiality). This MSA and any SOW is entered into solely for the mutual benefits of the signatory parties, and no benefits, rights, duties, or obligations are intended or created by for the benefit of any third parties. The MSA and any SOW may be modified or amended only in writing signed by a duly authorized representative of each party ("**Addendum**"); no other act, document, usage or custom shall be deemed to amend or modify the MSA or any applicable SOW. If any provision of this MSA is held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of this MSA, and the invalid or unenforceable provisions shall be replaced by an appropriate provision, which being valid, legal and enforceable comes closest to the original intentions of the

parties and has like economic effect. The terms or covenants of this MSA may be waived only by Addendum. A party's failure at any time or times to require performance of any provision of the MSA or an SOW shall not affect the party's right at a later time to enforce the provision. The Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of the General Terms and Conditions. Each party acknowledges that it has read this MSA and the SOWs attached to the MSA, understands them and agrees to be bound by their terms.

12.10 Counterparts. The MSA or an SOW may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties may execute this MSA and any SOW by an exchange of scanned and emailed executed copies. In the event of such an exchange, the MSA and any applicable SOW shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of the MSA and applicable SOW.

This MSA has been entered into by the duly authorized representatives of each of the parties and is entered into as of the Effective Date. Each person executing this MSA on behalf of a party individually warrants his or her authority to do so.

Global Compliance Services, Inc.

By: _____
Thomas Parker, President – Global Solutions

Lexington-Fayette Urban County Government

By: _____

Name (Print): _____

Title (Print): _____

Date received in Contracts Department: _____