



Mailing Address: 113 Cherry St, Suite 96140 Seattle, WA 98104

Valid Until 5/31/2023

CUSTOMER NAME: Lexington-Fayette Urban County Government

CONTACT INFORMATION

| Sold To: | Bill To: |
|---|---|
| Lexington-Fayette Urban County Government 200 E Main Street Lexington, Kentucky 40507 United States Dan James djames@lexingtonky.gov 8592583954 | Lexington-Fayette Urban County Government 200 E Main Street Lexington, Kentucky 40507 United States Dan James djames@lexingtonky.gov 8592583954 |

BILLING INFORMATION

Billing Cycle: Annual
Payment Terms: Net 30
Currency: USD
Taxes: Prices shown below do not include any state and local taxes that may apply. These taxes are the sole responsibility of the Customer and will appear on the final invoice, unless Customer has provided Payscale with a tax exemption certificate.

PRODUCT DETAILS

of Employees: 1,500

Payfactors Professional Bundle

| PRODUCT NAME(S) | QUANTITY | TERM (MONTHS) |
|------------------------------------|----------|---------------|
| Payfactors Professional | 1.00 | 12 |
| HR Market Analysis - United States | 1.00 | 12 |
| Peer Global Network | 1.00 | 12 |
| Implementation - T2 | 1.00 | N/A |


| | |
|--------------------|----------------------|
| One-Time Fees | USD 0.00 |
| Annual Fees | USD 19,470.00 |
| Total Price | USD 19,470.00 |

TERMS & CONDITIONS

- Subscription Start Date:** Customer's Subscription Term starts on the date Customer signs this Order Form.

- **Master Subscription Agreement:** This Order Form and Customer's purchase and use of the Payscale Services described herein are governed by the Master Subscription Agreement ("MSA") executed by the parties contemporaneously with this Order Form.

By signing this Order Form, you represent that you are authorized to sign on behalf of your organization and agree to all referenced terms and conditions.

| Lexington-Fayette Urban County Government | | Payscale, Inc. | |
|---|--|----------------|---|
| Signature: | | Signature: |  |
| Name: | | Name: | NICK MORRISON |
| Title: | | Title: | VP, SALES |
| Date: | | Date: | 5-8-2023 |



MASTER SUBSCRIPTION AGREEMENT

This Agreement is effective as of the date last signed by a party hereto (“**Effective Date**”) and entered into between Payscale, Inc. and its Affiliates (“**Payscale**”) and Lexington-Fayette Urban County Government (“**Customer**”). This Agreement governs Customer’s use and purchase of Payscale Services. The term “Customer” includes Customer’s Affiliates to the extent Affiliates are specifically listed on an applicable Order Form.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, “**control**” means direct or indirect ownership or control of more than 50% of the outstanding voting interests of the subject entity.

“**Agreement**” means this Master Subscription Agreement, any amendments, the Documentation (defined in Section 2.5 below), applicable Order Forms, and the Data Processing Agreement (defined in Section 9.3 below).

“**Annual Subscription Fee**” means the annual fee applicable to Customer’s subscription to a Payscale Service for a Service Year, excluding any one-time fees (e.g., implementation fees), Professional Service fees, and any Taxes (defined in Section 7.3 below).

“**Beta Service**” means a product, service, data, integration, or other feature that Payscale makes available to Customer to try at Customer’s option, and is designated as beta, limited release, preview, non-production, or other similar description.

“**Customer Data**” means information Customer or its Users loads or otherwise inputs into the Payscale Services (or provides to Payscale for loading or inputting into the Payscale Services on Customer’s behalf) or provided by Customer to Payscale to provide Professional Services. Customer Data is Customer’s Confidential Information. Notwithstanding the foregoing, Customer Data shall not include Third Party Surveys, Third Party Service Data, or Payscale Data.

“**Data Sharing Services**” means the Payscale Services that permit sharing of data between Payscale customers. The Data Sharing Services purchased by Customer are identified on the applicable Order Form and are described in the Documentation.

“**Order Form**” means Payscale’s standard ordering document that identifies the Payscale Services purchased by Customer.

“**Payscale Data**” means data owned by Payscale, including Usage Data, Aggregated Data (defined in Section 4.2 below), and any other data that is provided by Payscale (or its licensors) to Customer. Payscale Data is Payscale’s Confidential Information.

“**Payscale Integration**” means Customer’s use of any application programming interface (“**API**”) or other integration feature between a Payscale Service and a Third Party Service provided by Payscale to Customer.

“**Payscale Services**” means the proprietary products and services of Payscale (including Data Sharing Services, Payscale Data and Professional Services) or its licensors, identified on an Order Form, and subsequently made available to Customer by Payscale in accordance with this Agreement.

“**Professional Services**” means implementation, onboarding, training, and other services related to the Payscale Services as identified on an Order Form. Descriptions of standard Professional Services are available in the Documentation.

“**Service Year**” means a 12-month period beginning on the start date of the Subscription Term.

“**Subscription Term**” means the duration of Customer’s subscription to a Payscale Service as set forth on an Order Form and all Renewal Subscription Terms (defined in Section 6.1 below).

“**Survey Publisher**” means a third-party publisher of Third Party Surveys.

“**Term**” means the duration this Agreement is in effect as described in Section 6.1 below.

“**Third Party Service**” means applications, services, software, or other products supplied by a third party (excluding Payscale’s licensors and contractors) that Customer chooses to use with or integrate with a Payscale Service.

“**Third Party Service Data**” means any data provided by a Third Party Service that is loaded, stored, displayed, or processed by a Payscale Service and accessible through Customer’s Account (defined in Section 2.1 below). Third Party Service Data is not Customer Data but is considered Confidential Information.

“**Third Party Surveys**” means any compensation surveys or data that are loaded, stored, displayed, or processed by a Payscale Service and accessible through Customer’s Account. Third Party Surveys are not Customer Data but are considered Confidential Information.

“**User**” means Customer’s employees and vendors that are authorized by Customer to use and access the Payscale Services through Customer’s Account (defined in Section 2.1 below).

2. PROVISION AND USE OF PAYSACLE SERVICES

2.1 Provision of Payscale Services. During the Subscription Term, and subject to the terms and conditions of this Agreement, Customer and its Users may access and use the Payscale Services, as modified, enhanced, or updated from time to time, through a web browser using an account provided by Payscale to Customer (“**Account**”) solely for Customer’s internal use. Customer may not use its Account for provision of services to third parties or exceed the scope of Customer’s subscription as specified on an Order Form.

2.2 Account Access. Customer will designate individuals authorized by Customer to manage, use, and support the Account, and will control creation and assignment of usernames and passwords to Users. Customer is responsible for maintaining the status of its Users and the confidentiality of all usernames, passwords, and other Account access information under its control. Customer will notify Payscale promptly if: (a) the Account has been compromised, including any unauthorized access, use, or disclosure of Account information; or (b) any other breach of security in relation to its passwords, usernames, or other Account access information has occurred. Customer remains responsible for compliance by its Users with all the terms and conditions of this Agreement, and any use of the Payscale Services by Users shall be solely for the benefit of Customer.

2.3 Use Restrictions. Except as expressly allowed under this Agreement (including Section 2.2 above), Customer will not: (a) permit any third party (other than Users) to access or use the Payscale Services; (b) create derivative works based on the Payscale Services; (c) copy, frame, or mirror any part or content of the Payscale Services, other than copying or framing on Customer’s own intranet for Customer’s internal business purposes; (d) decompile, disassemble, translate, reverse engineer, or otherwise attempt to derive source code or specific data from the Payscale Services, in whole or in part, nor will Customer use any mechanical, electronic, or other method to trace, decompile, disassemble, or identify the source code of, or specific data available through, the Payscale Services or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (e) sell, resell, rent, or lease the Payscale Services; (f) intentionally, knowingly, or negligently use the Payscale Services to store or transmit infringing, libelous, or other unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) intentionally, knowingly, or negligently store or transmit virus, malware, or other malicious or harmful code or files through the Payscale Services; (h) intentionally, knowingly, or negligently interfere with or disrupt the integrity or performance of the Payscale Services; (i) attempt to gain unauthorized access to Payscale Services or their related systems or networks; (j) disclose the results of any benchmarking or other performance testing of the Payscale Services to a third party without Payscale’s prior written consent or (k) access or use the Payscale Services to (i) develop or improve a competitive product or service, or (ii) copy any features, functions, content, format, graphics, modules, algorithms, arrangement, method of organization, method of interaction, or other design of the Payscale Services for itself, its Affiliates, or a third party.

2.4 Provision of Professional Services. Subject to the terms of this Agreement, Payscale will provide Customer the Professional Services set forth in an Order Form. Standard hours set forth in the Documentation for

Professional Services are estimates only. If applicable, the hours available ("**Service Hour Limit**") to Customer during each Service Year are set forth in the applicable Order Form. If Customer exceeds the Service Hour Limit during a Service Year, Payscale's then-current rates for excess Service Hours will apply. Service Hours must be used during the Service Year set out in the Order Form and do not carry over to subsequent Service Years or Renewal Subscription Term(s).

2.5 Documentation. Payscale Services are subject to the operational terms set forth in the technical specifications and requirements and other information located at <https://www.payscale.com/about/documentation> pertaining to specific Payscale Services. Documentation does not include white papers, community forums, training videos or similar resources ("**Documentation**"). Documentation may be updated by Payscale from time to time in its sole discretion to include additional Payscale Services, new features, or to reflect updated operational processes, but any such changes will not impose additional liabilities on Customer or materially reduce the functionality of a Payscale Service.

2.6 Beta Services. Payscale may make Beta Services available to Customer, provided that such Beta Services shall be marked as such within the Payscale Services. Customer may choose to participate in Beta Services in its sole discretion. Beta Services are intended for evaluation purposes only and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Payscale Services" under this Agreement, but all restrictions, reservation of rights, Customer's obligations concerning the Payscale Services, and rights granted by Customer to Payscale regarding Customer Data and Aggregated Data will apply equally to Customer's use of Beta Services. Unless otherwise agreed by the parties, use of Beta Services expire on the date a version of the Beta Services becomes generally available without the applicable Beta Service designation. Payscale may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Beta Services are provided "AS IS", provided that Customer's use of Beta Services shall not excuse Payscale's obligations under this Agreement regarding Customer Data.

3. RESPONSIBILITIES OF EACH PARTY

3.1 Payscale Responsibilities. During the Subscription Term, Payscale will: (a) provide Customer support for the Payscale Services, as set forth in the Service Levels Addendum available at <https://www.payscale.com/content/legal/sla.pdf> and Payscale shall not materially reduce such support during the Subscription Term, (b) maintain insurance coverage as set forth in the Insurance Addendum available at <https://payscale.com/content/legal/ia.pdf> and Payscale shall not materially reduce such insurance coverage during the Subscription Term, (c) give at least 24 hours' notice of planned downtime outside of Weekend Hours (as defined below) via Customer's Account and use reasonable efforts to schedule such planned downtime to the extent practicable from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday ("Weekend Hours"); and (d) be responsible for the performance of its employees and contractors and their compliance with Payscale's obligations under this Agreement.

3.2 Customer Responsibilities. Customer will: (a) be responsible for Users' compliance with this Agreement; (b) be responsible for procuring at its expense the necessary hardware and Internet connection needed to access the Payscale Services; (c) be solely responsible for the accuracy and legality of Customer Data as used under this Agreement (including collecting any required privacy consents from its employees); (d) be responsible for ensuring that the billing information Customer provides to Payscale is accurate, current, and complete, (e) use reasonable efforts to prevent unauthorized access to, or use of, the Payscale Services through Customer's Account; (f) provide assistance, information, data, and other resources reasonably necessary to enable Payscale to provide the Payscale Services; and (g) use the Payscale Services in accordance with applicable Documentation, this Agreement, and applicable laws. Customer's failure to meet these requirements may impact Customer's ability to use the Payscale Services and Payscale shall not be responsible for such impact.

4. DATA RIGHTS AND USAGE

4.1 Customer Data. As between Payscale and Customer, Customer exclusively owns all rights, title, and interest in and to all Customer Data, except where specific rights are expressly granted to Payscale. During the Term and subject to this Agreement, Customer grants to Payscale a license and right to host, access, process, display, copy, transmit, modify, create derivative works of, and otherwise use Customer Data solely to the extent necessary to: (a) fulfill its obligations to Customer under this Agreement; (b) maintain, evaluate, secure, develop, or improve the Payscale Services (e.g., develop enhanced Payscale Services features, research compensation trends); (c) report on compensation trends so long as all such usage is (i) deidentified so that it does not identify Customer, its Users or

any other person and (ii) aggregated with data across other customers; and (d) respond to and resolve a User's request for customer support. Customer shall not provide to Payscale or upload to the Payscale Services sensitive data that is not necessary for Payscale to perform its obligations under this Agreement, such as social security numbers or other government identifiers, credit card numbers, bank account numbers, other financial information, or health information.

4.2 Payscale Data. As between Payscale and Customer, Payscale exclusively owns all rights, title, and interest in and to all Payscale Data, except where specific rights are expressly granted.

4.3 Usage Data. Customer agrees that Payscale may collect data and other information related to Customer's use of a Payscale Service (e.g., the number of reports run, the frequency of log-ins, and User behavioral data, such as the types of searches run, and selections made by Customer) ("**Usage Data**"), and Payscale may use Usage Data to develop, improve, support, market and operate its products and services during and after the Term of this Agreement. Except in accordance with the DPA, Payscale will not disclose Usage Data externally unless it is (a) deidentified so that it does not identify Customer, its Users or any other person and (b) aggregated with data across other customers.

4.4 Data Sharing Services. Payscale offers Data Sharing Services (e.g., compensation benchmarking surveys) and Customer may elect to participate in these Data Sharing Services. If participating in Data Sharing Services, Customer agrees that Payscale may collect Customer Data stored in the Payscale Services (e.g., Customer's employee data such as pay, job title, and performance rating) to produce an aggregated data source ("**Aggregated Data**"). Other than being named as a participant in accordance with Section 4.4(a), no Customer or individual will be separately identified in the Aggregated Data. Aggregated Data is Payscale Data and Payscale's Confidential Information.

(a) **Participation.** If Customer participates in Data Sharing Services, Customer agrees that its name will be listed as a participant and available to others as a part of the Data Sharing Services, as is customary in the compensation data industry. Customer's Aggregated Data may be grouped with other participants in specific data cuts or be able to be segmented with other participants based on specific attributes (e.g., number of employees, geographic location). Customer will have access only to the specific Data Sharing Services (e.g., Peer, Payscale Compensation Survey or specific data sets) that it selects and are listed on the applicable Order Form. Payscale's Data Sharing Services are listed in the Documentation and subject to the specific requirements outlined therein, Payscale reserves the right to revoke Customer's access to the applicable Data Sharing Service if Customer does not comply with these requirements.

(b) **Process and Data Accuracy.** Payscale may review Aggregated Data for completeness and errors. Customer agrees to cooperate with Payscale on a timely basis to answer questions and to correct any identified problems, omissions, or errors. Despite Payscale's review, Customer must undertake reasonable efforts to maintain the accuracy of its data. Problems with information quality or delays in providing information may delay implementation of Data Sharing Services.

(c) **Opt-Out.** Customer may opt-out of participating in the Data Sharing Services at any time by providing Payscale at least 45 days' prior written notice, at which point Customer's Aggregated Data and name will be removed at the next version release or update of the Data Sharing Services. If choosing to opt-out, Customer shall no longer have access to the Data Sharing Services and Payscale will not refund amounts paid by Customer. Notwithstanding the foregoing, Customer understands that Aggregated Data provided before Customer's opt-out will remain a part of the versions of the Data Sharing Services previously released and Customer's name will remain listed as a participant for such versions.

4.5 Reservation of Rights. Payscale retains all right, title, and interest in and to the Payscale Services (and any modifications or derivative works), including all underlying software, source code, data (other than Customer Data), design, modules, organization, format, algorithm, and other technology, and all logos and trademarks (excluding Customer logos and trademarks) reproduced through the Payscale Services. This Agreement does not grant Customer any intellectual property rights in the Payscale Services or any of its components (including Payscale Data).

4.6 Feedback. Customer may submit suggestions, enhancements, requests, corrections, or other feedback related to the Payscale Services but shall not include Customer Data ("**Feedback**"). Customer agrees that all

Feedback is given voluntarily. Absent a separate fully executed agreement, Payscale has not agreed to and does not agree to treat as confidential any Feedback Customer provides to Payscale, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Payscale's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Feedback will not be considered Customer's Confidential Information or its trade secret.

5. Third Party Offerings.

5.1 Third Party Surveys. Payscale supports hosting of Third Party Surveys in certain Payscale Services. Data provided in Third Party Surveys is not owned or controlled by Payscale, and Payscale does not warrant or support these Third Party Surveys.

(a) Customer Licensed Third Party Surveys. Where Customer has directly licensed a Third Party Survey from a Survey Publisher and requests that the Third Party Survey be accessible as a part of the Payscale Services, Customer hereby grants to Payscale the right to use, load, host, copy, access, store, display, or otherwise process the Third Party Survey solely to provide Customer the Payscale Services (including any associated Professional Services). Customer represents and warrants that it has secured all necessary rights to authorize this usage by Payscale. Further, Customer acknowledges that it (i) may be required to enter into a non-disclosure agreement with a given Survey Publisher and Payscale prior to the loading of any Third Party Survey; (ii) consents to Payscale contacting the applicable Survey Publisher to verify Customer's survey purchase; and (iii) agrees to provide other proof of purchase as may be requested by Payscale. In the event a Survey Publisher disputes Customer's right to a given Third Party Survey, Payscale may elect to remove the Third Party Survey from the Customer's Account.

(b) Payscale Licensed Third Party Surveys. Third Party Surveys may be licensed directly through the Payscale Services by purchasing such Third Party Survey from Payscale. If Customer chooses to license a Third Party Survey through a Payscale Service, its use of that Third Party Survey is subject to the terms between Customer and the Third Party Survey Publisher, and Customer shall comply with those terms. The terms applicable to Third Party Surveys licensed via the Payscale Services are available in the Documentation.

5.2 Third Party Services.

(a) Customer Licensed Third Party Services. Where Customer has directly licensed a Third Party Service from a provider, Customer agrees that Payscale is not responsible for such Third Party Services and use of such Third Party Service is subject to the terms and conditions of the provider of the Third Party Service. Payscale may enable or make available Payscale Integrations on a non-exclusive basis solely to allow Customer to integrate a Payscale Service with such Third Party Service. Customer understands and agrees that the development, maintenance, use, and performance of a Payscale Integration are dependent on: (a) the API, software, application, or other service or support provided by the provider of the Third Party Service; and (b) the compatibility, format, and performance of the relevant Third Party Service. Customer understands and agrees that by using a Payscale Integration, Payscale may pull, collect, access, provide or share data with the Third Party Service to enable, maintain, support, and improve the integration between the Payscale Service and the Third Party Service. Customer's use of a Third Party Service is subject to the terms of the relevant Third Party Service.

(b) Payscale Licensed Third Party Services. Third Party Services may be licensed directly through the Payscale Services by purchasing such Third Party Service from Payscale. If Customer chooses to license a Third Party Service through a Payscale Service, its use of that Third Party Service is subject to the terms available in the Documentation that are applicable to such Third Party Services licensed via the Payscale Services.

6. TERM AND TERMINATION

6.1 Term; Auto-Renewal. The Term starts on the date Customer agrees to its first Order Form and continues until all Order Forms have expired or have been terminated as allowed under this Agreement. Customer's Subscription Term to the Payscale Services are set forth in the applicable Order Form. Except as otherwise specified in an Order Form, at the end of the then-current Subscription Term, Customer's subscription to a Payscale Service will automatically renew for the shorter of (a) the same period agreed upon in the applicable Order Form, and (b) three years (each a "**Renewal Subscription Term**") at Payscale's then-current list price unless: (i) Customer provides written notice of non-renewal to Payscale at least 30 days before the start of a

Renewal Subscription Term; or (ii) Payscale provides written notice of non-renewal to Customer at least 60 days before the start of a Renewal Subscription Term.

6.2 Termination for Cause. A party may terminate this Agreement (and all Order Forms) or a specific Order Form by written notice to the other party if the other party materially breaches this Agreement, and, if the breach is capable of cure, fails to cure the breach within 30 days after the notice is sent (notice must include specific detail of the breach). If Customer terminates this Agreement or an Order Form due to Payscale's material breach, then Payscale will refund Customer the prepaid Annual Subscription Fee applicable to the remainder of the terminated Payscale Services' Service Year, prorated from the effective date of termination and Customer will not be liable for paying fees due for the unused portion of the remaining Subscription Term. If Payscale terminates this Agreement or an Order Form due to Customer's material breach, Payscale will not refund any amounts paid by Customer and Customer remains liable for payment of all fees due under this Agreement.

6.3 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to Payscale under an Order Form before such termination or expiration will be immediately due and payable except as provided in Section 6.2 above; (b) Customer must discontinue all access and use of the Payscale Services and promptly delete all copies of Documentation and Payscale Data in Customer's possession; and (c) Payscale will discontinue providing Customer the Payscale Services and Customer will lose access to the Account. All provisions that by their nature should survive termination or expiration will do so (including payment obligations, indemnification and defense obligations, limitation of liability, and duties of confidentiality). At any time during the Subscription Term, Customer may export Customer Data stored in the Payscale Services in accordance with the Documentation. For up to 30 days after the end of a Subscription Term, following Customer's written request, Payscale will grant Customer access to its Account for the sole purpose of exporting the Customer Data stored in the Payscale Service; provided, that, (i) if any assistance is required by Customer from Payscale, Customer will pay Payscale current rates for such assistance, and (ii) following this 30-day period, Payscale will delete any Customer Data stored in the Payscale Services in accordance with its deletion policies and procedures, and Customer consents to this deletion.

7. FEES AND PAYMENT FOR PAYSCALE SERVICES

7.1 Fees. Customer will pay all fees specified in Order Forms. Fees are quoted in United States dollars unless specified otherwise in an applicable Order Form. Payment obligations are non-cancelable and fees paid are non-refundable except as set forth in this Agreement.

7.2 Invoicing and Payment. Unless otherwise agreed upon in an Order Form: (a) Annual Subscription Fees will be invoiced in full and in advance annually; and (b) for other amounts due to Payscale under this Agreement, Payscale will invoice Customer in advance and in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, undisputed (in good faith) invoiced charges are due 30 days after the date Payscale provides the invoice to the email provided by Customer to Payscale. Customer will provide Payscale complete and accurate billing and contact information and will notify Payscale of any changes to this information. Unless otherwise specified in an Order Form, Payscale will automatically charge Customer's payment information on file for any renewals, upgrades, or overage fees. If any undisputed (in good faith) invoiced amount is not received by Payscale by the due date, then without limiting Payscale's rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower, (ii) Payscale may suspend Customer's access to the Payscale Services and stop providing any Professional Services. Payscale will not apply late interest or suspend Customer's access to the Payscale Services if Customer is disputing applicable fees reasonably and in good faith and is cooperating with Payscale to diligently resolve the dispute. If an undisputed (in good faith) invoiced amount exceeds 30 days past the due date set forth above, Payscale may refer collection of the unpaid amount to an attorney or collections agency, Customer shall pay reasonable attorney's fees or collections agency fees, and Payscale shall not be obligated to reinstate Payscale Services.

7.3 Taxes. Customer is responsible for any applicable taxes, including sales, use, levies, duties, or any value added or similar taxes (collectively, "Taxes") payable with respect to Customer's order of Payscale Services assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in any Order Form, all fees, rates, and estimates exclude Taxes. Payscale is solely responsible for taxes based upon Payscale's net income, assets, payroll, property, and employees. Notwithstanding the foregoing, if Customer is exempt from Taxes, concurrently with execution of this Agreement Customer shall provide Payscale with a certificate evidencing such exemption. If Customer's status as an entity exempt from Taxes changes during the Term, Customer shall promptly notify Payscale.

8. CONFIDENTIALITY

8.1 Meaning of Confidential Information. As used in this Agreement, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes Customer Data, except for Aggregated Data that includes de-identified and anonymized Customer Data as permitted under this Agreement. Payscale’s Confidential Information includes the Payscale Services and Documentation. Confidential Information of each party will include Order Forms, as well as business plans, technical information, product plans and designs, and business processes disclosed by such party. Confidential Information will not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of, or reference to, the Disclosing Party’s Confidential Information.

8.2 Standard of Care. Except as otherwise permitted in writing by Disclosing Party, Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care), (b) not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, and (c) limit access to Confidential Information of Disclosing Party to those of its employees, contractors, advisors, and agents with a need to know or who need access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as stringent to those in this Agreement. Notwithstanding the foregoing, the parties may disclose the terms and conditions of this Agreement as reasonably necessary (a) in connection with applicable open records laws that Customer is subject to and (b) to potential investors, acquirors, or regulators who are bound by confidentiality obligations at least as stringent to those in this Agreement.

8.3 Compelled Disclosure. The Receiving Party may disclose the Disclosing Party’s Confidential Information if required by applicable law or to comply with a court order or other governmental demand that has the force of law if, to the extent permitted by applicable law, the Receiving Party promptly notifies the Disclosing Party of that obligation prior to production so the disclosing party may seek a protective order or other remedy.

8.4 Remedies. Each party acknowledges that damages may be an inadequate remedy if the other party violates its obligations under this Agreement, and each party has the right, in addition to any other rights it may have, to seek injunctive relief without any obligation to post any bond or similar security. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

9. DATA PROCESSING AND PROTECTION

9.1 General Requirements. Payscale will maintain appropriate administrative, physical, and technical safeguards for the protection of the security and integrity of Customer Data as set forth in the Security Addendum located at <https://www.payscale.com/content/legal/sa.pdf> and Payscale shall not materially reduce such safeguards during the Subscription Term.

9.2 Data Storage. Customer understands and agrees that the Payscale Services host, process, and otherwise store Customer Data on its servers or using the cloud infrastructure of third party providers. Third party providers shall meet or exceed the safeguards for the protection and security of Customer Data agreed upon by Payscale under this Agreement. Except for Aggregated Data submitted by Customer to the Data Sharing Services, Customer Data will be separated logically or through other technical means from the data of Payscale’s other customers.

9.3 Data Processing Terms. Both parties agree to comply with applicable data privacy laws and regulations. In addition, the Data Processing Agreement available at <https://www.payscale.com/content/legal/dpa.pdf> (“**DPA**”) applies to the extent Customer elects to load Customer Data into a Payscale Service subject to Data Protection Laws (as defined in the DPA).

9.4 Privacy Statement. Customer's use of Payscale Services is subject to Payscale's privacy statement, a current copy of which is located at <https://www.payscale.com/about/privacy-policy/>. In the event of a conflict between Payscale's privacy statement and the DPA, the DPA shall prevail.

10. WARRANTIES AND DISCLAIMERS

10.1 Mutual Warranties. Each party warrants to the other party that: (a) it has the authority to enter into this Agreement and perform its obligations under this Agreement; (b) it shall perform its obligations under this Agreement in accordance with applicable laws; (c) this Agreement does not conflict with any other agreement it is subject to and bound by; (d) it does not conduct business for any unlawful purpose, (e) neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement (provided that reasonable gifts and entertainment provided in the ordinary course of business do not violate this Section 10.1(e)), and (f) is in compliance with all applicable laws regarding anti-corruption, including the Foreign Corrupt Practices Act and the U.K. Bribery Act, and any other applicable state, federal, and international laws related to anti-corruption.

10.2 Payscale Warranties. Payscale warrants that: (a) the Payscale Services will operate in substantial conformity with then-current and applicable Documentation so long as Customer uses the Payscale Services in accordance with this Agreement and the Documentation and for the limited purpose allowed under this Agreement; and (b) Professional Services will be performed in a professional manner in accordance with this Agreement. For any breach of the foregoing subsection (a), Customer's remedy will be for Payscale to correct the nonconformity in the Payscale Services. If Payscale determines this remedy to be impracticable, or otherwise is unable to provide a workaround within 30 days of Customer notifying Payscale of the defect, then Customer may terminate the applicable Order Form for material breach in accordance with Section 6.2 above. Customer acknowledges that Payscale Services are subscription-based and that to deliver an improved customer experience, Payscale may make changes to Payscale Services (but any such changes will not result in a material degradation in or decrease in functionality of the Payscale Services). In such event, Payscale will update applicable Documentation accordingly.

10.3 Customer Warranties. Customer warrants that: (a) it possesses all necessary licenses, permissions, and other rights in and to Customer Data to grant to Payscale the license and rights to Customer Data as expressly granted in this Agreement and (b) to the best of its knowledge, Customer Data provided to Payscale is accurate and complete, and (c) Customer will not use the Payscale Services to violate antitrust or competition laws and regulations.

10.4 Disclaimers. Customer acknowledges that: (a) Payscale Data is for general information only; and (b) Customer's use of the Payscale Services does not constitute any form of advice, recommendation, representation, or arrangement (legal or otherwise) by Payscale or its licensors. Customer acknowledges that it is responsible for all of its decisions regarding compensation, salaries, and benefits regardless of its use of Payscale Services and Customer is encouraged to conduct independent due diligence and seek the assistance of a qualified legal professional in connection with such decisions. Payscale and its licensors do not warrant the access or use of Payscale Services in any specific situation or for any specific application, nor do they warrant that Payscale Data accessible through a Payscale Service will be always accessible (provided that this shall not excuse Payscale from its obligations in Section 3.1 of this Agreement) or that it will be accurate or error free. Customer acknowledges that Payscale provides the Payscale Services to its customers to permit them to make independent decisions regarding benefits and compensation. Except as expressly provided in this Agreement, to the maximum extent allowed under applicable law, the Payscale Services are provided "AS IS" and "AS AVAILABLE," and neither party makes any warranties of any kind, whether express, implied, statutory, or otherwise, and each party specifically disclaims all implied warranties, including, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any warranties arising during course of performance.

11. DEFENSE AND INDEMNIFICATION AGAINST THIRD PARTY CLAIMS

11.1 Indemnification by Payscale. Subject to the terms and conditions set out in this Section 11, at its expense, Payscale will indemnify and defend Customer against any third party claim (which, for purposes of this Agreement, is a claim brought by a party that is not a party to this Agreement or an Affiliate of a party to this Agreement) ("**Third Party Claim**") arising out of, related to, or alleging (a) infringement or misappropriation a third party's patent, copyright, trade secret, or other intellectual property right as a result of Customer's authorized use of

the Payscale Services (“**Infringement Claim**”), (b) Payscale’s use of Customer Data in breach of Section 4 (Data Rights and Usage) of this Agreement, and (c) Payscale’s breach of its confidentiality obligations set forth in Section 8. Payscale’s obligations pursuant to this Section include, without limitation: (i) settlement at Customer’s expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys’ fees incurred before Payscale’s assumption of the defense (but not attorneys’ fees incurred thereafter). If a Payscale Service is subject to an Infringement Claim and as a result, Customer’s use of the Payscale Service is enjoined, Payscale will, at no cost to Customer, procure for Customer the right to continue using the Payscale Service or replace the Payscale Service with a non-infringing or modified alternative of materially equivalent functionality. If none of the foregoing options are available on terms that are commercially reasonable for Payscale, then Payscale may terminate Customer’s right to access and use of the Payscale Service subject to the Infringement Claim, and Payscale will refund Customer any prepaid Annual Subscription Fee for the unused portion of the applicable Payscale Service’s Service Year, prorated from the effective date of termination. Payscale’s obligations under this Section 11.1 with respect to any Third Party Claims will be comparatively reduced to the extent the Third Party Claim results from: (i) Customer Data if used by Payscale in accordance with this Agreement; (ii) any modification made to a Payscale Service by Customer, its Users, or a party at the direction of Customer or its Users (“Customer Parties”) without Payscale’s written consent if the Third Party Claim would have been avoided in the absence of such modification; (iii) the combination by Customer Parties of a Payscale Services with other products not originally embodied in the Payscale Service as delivered by Payscale if such infringement would have been avoided by not combining with such products; (iv) Customer’s use of a Payscale Service in breach of this Agreement; or (v) Customer’s gross negligence or willful misconduct.

11.2 Indemnification by Customer. Subject to the terms and conditions set out in this Section 11, and to the extent permitted by Kentucky law, at its expense, Customer will indemnify and defend Payscale against any Third Party Claim arising out of, related to, or alleging (a) that all or any part of the Customer Data violates the privacy or other legal right of such third party; (b) Customer’s use of a Payscale Service in breach of Section 2.3 of this Agreement; (c) Customer’s breach of its confidentiality obligations set forth in Section 8; and (d) Payscale’s usage of the Third Party Surveys in connection with Customer’s use of the Payscale Services, so long as Payscale’s usage is in accordance with this Agreement. Customer’s obligations pursuant to this Section include, without limitation: (i) settlement at Payscale’s expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys’ fees incurred before Customer’s assumption of the defense (but not attorneys’ fees incurred thereafter). Customer’s obligations under this Section 11.2 with respect to any Third Party Claims will be comparatively reduced to the extent the Third Party Claim results from: (i) Payscale’s use of Customer Data in breach of this Agreement; or (ii) Payscale’s gross negligence or willful misconduct.

11.3 Process for Tendering Claims. With respect to the obligations of a party (“**Indemnitor**”) to defend and indemnify the other (“**Indemnitee**”) under this Agreement, the parties shall comply with the following: (a) Indemnitee must promptly inform Indemnitor in writing of any Third Party Claim within the scope of Indemnitor’s defense or indemnity obligations set forth in this Agreement, provided that Indemnitor will not be excused from its indemnity obligations for failure to provide prompt notice except to the extent that Indemnitor is prejudiced by any such failure to provide prompt notice; (b) Indemnitor will be given exclusive control of the defense of such Third Party Claim and all negotiations relating to the settlement thereof (except that Indemnitor may not make any admissions on Indemnitee’s behalf or settle any such Third Party Claim unless the settlement unconditionally releases Indemnitee of all liability); and (c) Indemnitee must reasonably assist Indemnitor in all necessary respects in connection with the defense of the Third Party Claim at Indemnitor’s expense. Indemnitor’s obligations under this Section 11 will be limited to the extent to which a court of final jurisdiction finds that Indemnitee contributed to the Third Party Claim. If Indemnitee elects to participate in the defense of a Third Party Claim that Indemnitor is defending per this Section 11, then such defense shall be at Indemnitee’s sole cost and expense. Unless otherwise provided in the Documentation, this Section 11 states Indemnitor’s sole liability, and Indemnitee’s exclusive remedy, with respect to the type of Third Party Claims described in this Agreement.

12. LIMITATION OF LIABILITY

12.1 Indirect and Consequential Damages; Aggregate Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW AND SUBJECT TO SECTION 12.2 BELOW, A PARTY WILL NOT BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF

INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW AND SUBJECT TO SECTION 12.2 BELOW, A PARTY'S AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT (WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY) WILL BE LIMITED TO ACTUAL AND PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO PAYSACLE UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

12.2 Exclusions to Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, A PARTY'S AGGREGATE LIABILITY ARISING OUT OF CLAIMS PURSUANT TO (A) AMOUNTS INCURRED BY A PARTY ACTING AS AN INDEMNITOR UNDER SECTION 11 ABOVE; (B) CUSTOMER'S USE OF A PAYSACLE SERVICE IN VIOLATION OF SECTION 2.3 (USE RESTRICTIONS), (C) CUSTOMER'S OBLIGATION TO PAY ALL SUBSCRIPTION FEES DUE UNDER THIS AGREEMENT IN ACCORDANCE WITH SECTION 7, AND (D) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 8, WILL BE LIMITED TO ACTUAL AND PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED FIVE (5) TIMES THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO PAYSACLE UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE LIMITATIONS SET OUT IN SECTIONS 12.1 AND 12.2 SHALL NOT APPLY TO ACTUAL AND PROVEN DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT, FRAUD, OR GROSS NEGLIGENCE.

13. GENERAL PROVISIONS

13.1 Notices. Payscale may send announcements of general interest by email or by posting on its website or through Customer's Account, such as notices of new features, scheduled downtime, or upcoming events. Payscale will provide Customer with legal notices by email to the address provided by Customer. Customer will promptly notify Payscale if its contact information changes. Customer will provide Payscale with legal notices by email to legal@payscale.com.

13.2 Governing Law; Jurisdiction and Venue. Except where otherwise provided herein, this Agreement is governed by the laws of the State of Washington, without regard to conflicts of laws provisions. The jurisdiction and venue for actions related to this Agreement or its subject matter will be the state and federal courts located in Seattle, Washington, and both parties irrevocably consent to the personal jurisdiction of such courts and waive all objections thereto.

13.3 Assignment. Neither party may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld); except that a party may assign this Agreement in its entirety without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.

13.4 Publicity. Customer agrees that Payscale may identify Customer as a Payscale customer in or on Payscale's demonstrations, website, or other promotional materials. Payscale's use of Customer's name and logo will be in accordance with any guidelines provided by Customer. Upon Customer's written request, Payscale will promptly remove Customer's name or any Customer marks from Payscale's website, and to the extent feasible, Payscale's marketing materials. Notwithstanding the foregoing, where Customer is participating in Data Sharing Services, its name will be included in the Data Sharing Service according to Section 4.4(a) and the Documentation.

13.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

13.6 Force Majeure. A party's performance of any part of this Agreement (except Customer's payment obligations shall not be excused in the event Customer is the party affected by a Force Majeure and otherwise has access to the Payscale Services, provided that reasonable delays in payment timing shall be discussed by the parties in good faith) will be excused to the extent that it is unable to perform due to natural disasters, terrorism, riots, insurrection, war, extraordinary governmental action, ISP Provider failures or delays, or any other cause which is beyond the reasonable control of such party ("**Affected Party**"), not avoidable by reasonable due

diligence, and not caused by the Affected Party (each a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, the Affected Party will (a) exercise commercially reasonable efforts to mitigate damages to the other party and to overcome the Force Majeure Event, and (b) continue to perform its obligations under this Agreement to the extent it is able. If the period of nonperformance exceeds thirty (30) consecutive days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate the applicable Order Form, and Payscale shall provide Customer with a pro rata refund of any prepaid and unused fees.

13.7 Export Compliance. Each party will comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Payscale Services. Without limiting the foregoing, (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (b) Customer will not permit Users to access or use the Payscale Services in violation of any U.S. export embargo, prohibition, or restriction. Customer agrees not to export, re-export or transfer any part of the Payscale Services in violation of export laws and regulations.

13.8 Government End Use Provisions. Payscale provides the Payscale Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Payscale Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, the parties must agree to mutually acceptable written addendum specifically conveying such rights.

13.9 Miscellaneous. Except as otherwise provided in this Agreement, there are no third party beneficiaries under this Agreement. Any claims against Payscale or its Affiliates under this Agreement may only be brought by the Customer entity that is a party to this Agreement. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent. Customer agrees that its purchases of all Payscale Services under this Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Payscale regarding future functionality or features.

13.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted. No terms or conditions included in any purchase order or order documentation (excluding Order Forms) provided by Customer, or as a part of Customer’s vendor set-up process, will be incorporated into, or form any part of, this Agreement, and all such terms or conditions are null and void even if such terms or conditions are accepted by Payscale or Payscale accepts payment from Customer.

13.11 Counterparts. This Agreement may be executed electronically (e.g., via DocuSign or similar service) in counterparts, and all counterparts executed constitutes one agreement, binding upon all the parties. The parties represent and warrant to the other that the individual signing below has the right and authority to execute this Agreement on behalf of the undersigned.

Accepted and agreed:

Customer Lexington-Fayette Urban County
Government

Payscale, Inc.

Signature: _____

Signature:  _____

Printed: _____

Printed: NICK HUDSON

Title: _____

Title: VP SALES

Date: _____

Date: 5-8-2023