

ASSETWORKS RISK MANAGEMENT INC, dba CENTURISK
MASTER AGREEMENT

This Master Agreement is between AssetWorks Risk Management Inc., dba Centurisk, with offices located at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 ("Centurisk"), and Lexington Fayette Urban County Government with offices located at 200 E. Main Street, Lexington, KY 40507 ("Customer") (Individually a "Party" and jointly the "Parties"). The Master Agreement consists of the terms and conditions listed below, as well as the details in the Statement of Work ("SOW") and the listed Attachments (together, the "Agreement"). The Agreement shall be effective on the date the SOW is signed by the Parties hereto.

The SOW is subject to the following terms and conditions. Your right to use the products and services is conditioned upon acceptance of this Agreement. These terms shall apply to the products, software, and services on the SOW, as applicable:

Attachment 1 Software as a Service ("SaaS")
Attachment 2 Professional Services Terms

1. FEES, PAYMENT, AND TAXES.

- A. For recurring services, unless otherwise stated in the SOW, Centurisk shall invoice Customer in advance. All invoiced fees shall be due and payable within 30 days of the date of the invoice. For Professional Services, invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW) and include charges defined in the SOW unless otherwise specifically stated in the SOW. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. The pricing on the SOW is based upon the quantities listed at the time of purchase. If the number of licenses, assets or sites changes, the pricing is subject to change.
- B. Any amounts not paid when due will be subject to interest accrued at 1% per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by Centurisk. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.
- C. Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. Centurisk reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle Centurisk to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or Centurisk initiate termination under any provision of the Agreement other than under Section 6, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the SOW. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the Parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of any dispute.

- D. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

E. TAXES:

- A. In no event whatsoever shall Centurisk be liable for sales, use, business, gross receipts, or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by Centurisk for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by Centurisk under any later SOW or amendment hereto regardless of changes in legislation or policy.
- B. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by Centurisk to Customer (other than those taxes levied on Centurisk income), Customer shall reimburse Centurisk for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by Centurisk to Customer (except those taxes relating to Centurisk income), Centurisk shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

2. CONFIDENTIALITY and NON-

A. Confidentiality

1. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable SOW, to the extent permitted by applicable law. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations. The Parties agree that Centurisk's SOC2 reports may be provided under this Agreement and shall not be disclosed to any other party without the express written consent of Centurisk.
2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
3. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 2, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

- B. Non-Disclosure
1. Subject to the other paragraphs in this Section, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of Centurisk, which may be withheld by Centurisk in its sole discretion.
 2. Centurisk provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.
 3. Customer's records with regard to use of the Software shall be made available to Centurisk at all reasonable times at Centurisk's request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

3. INTELLECTUAL PROPERTY

- A. Customer and Centurisk shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.
- B. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- C. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by Centurisk in providing the Services.
- D. Notwithstanding any order of precedence language, or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments/Supplements of this Agreement.
- E. The terms of this Section 3. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by Centurisk.
- F. The products/services provided may integrate with other third-party software which are not owned, controlled, or provided by Centurisk (ex., Microsoft). Customers are responsible for obtaining all necessary licenses for any software Customer uses in conjunction with any Centurisk product/service which have not been provided to Customer by Centurisk.

4. TERM. The Term of the Agreement shall commence as of the Effective Date and shall continue for five (5) years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive 1-year terms, subject to future appropriations by future council, unless or until either Party provides the other Party with written notice of non-renewal at least 90 days prior to the end of the then current term. If customer fails to renew any term or fails to pay the invoice for the renewal term, Centurisk reserves the right to suspend or terminate this Agreement and Customer access to the Service. Customer will continue to be charged

and hereby agrees to pay for Service during any period of suspension, up to and including the date the Agreement is terminated per this Section 4. Customer's failure to pay any invoice shall constitute a material default hereunder and shall entitle Centurisk to exercise any and all rights and remedies provided herein or at law.

5. **WARRANTY DISCLAIMER.** Except as expressly set forth herein, Centurisk disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability.

6. **TERMINATION FOR DEFAULT.** A Default shall occur if: (1) a Party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting Party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting Party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

If Customer terminates this Agreement other than pursuant to this Section 6, a Service Termination Fee equal to 100% of the current Annual Service Fees times the number of remaining years in the Term of this Agreement.

7. **GOVERNING LAW; VENUE.** The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to choice-of-law principles. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and Federal courts in Kentucky. Both Parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

8. **ASSIGNMENT.** Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of Centurisk, which approval may be withheld in the reasonable judgment of the Centurisk. Customer agrees that Centurisk may assign its obligations to a third-party without consent of customer in the event of an internal reorganization. All fees will remain intact as outlined in the SOW.

9. **SEVERABILITY.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

10. **ENTIRE AGREEMENT.**

A. The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

B. This Agreement may be updated or amended by Centurisk at any time, with or without notice to Customer. Updated or amended Agreement terms are incorporated herein by this reference. Customer is advised and acknowledges Customer's responsibility to monitor any updates or amendments to the terms of this Agreement by accessing the Agreement

located at the following link, <https://centurisk.com/master-agreement-professional-services-and-saas/>.

- C. Customer acknowledges the foregoing link is also provided in Centurisk Quotes, SOWs or SOWs. Customer's continued use of any of the products or services offered by Centurisk that are purchased and subsequently used by Customer shall constitute acceptance of the terms and conditions set forth in this Agreement and the updated or amended Agreement terms located at <https://centurisk.com/master-agreement-professional-services-and-saas/>.
 - D. It is understood and agreed between the Parties that terms and conditions, if any, included in Customer's purchase order or similar document, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments, Supplements & Change Orders of this Agreement.
11. **FORCE MAJEURE.** Neither Party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the Party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third-parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, epidemics, pandemics, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or services provided by Centurisk. Any delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither Party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
12. **INDEMNIFICATION**
- A. Centurisk will indemnify and defend Customer against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Customer's use of the Software within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Customer notifies Centurisk promptly in writing of such Claim and provides Centurisk with the sole control, authority, information and assistance necessary to defend or settle such Claim.
 - B. In the event of an infringement Claim, or Centurisk believes that such a Claim is likely, then Centurisk shall at its expense: (i) procure the right for Customer to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing, without materially decreasing the functionality of the Software; or (iii) if neither (i) or (ii) is

commercially practical, then, at Centurisk' sole option, terminate this Agreement and refund depreciated license fees paid hereunder based on five year straight line depreciation.

- C. Centurisk will not be liable for any infringement Claim based upon any (i) use of a version of the Software that was not, at the time that the Claim arose, the current unaltered version of the Software provided by Centurisk hereunder, including, without limitation, failure of Customer to install Updates containing modifications to make the Software non-infringing; (ii) combination, operation, integration, or interfacing of the Software with other products, equipment, devices, software, systems, or data not supplied by Centurisk, or which the Software was not intended to operate as specified in the Documentation, to the extent such Claim would not have arisen but for such combination, operation, integration, or interfacing (regardless of whether or not Centurisk has advised Customer that such use would likely result in a Claim of infringement by a third party); (iii) use of the Software in a manner other than as authorized by the Documentation or this Agreement; (iv) Centurisk' compliance with the designs, plans, or specifications furnished by or on behalf of Customer; (v) modifications to the Software made by anyone other than Centurisk; or (vi) Customer's failure to accept any procured right to continue using the Software.

THE FOREGOING STATES CENTURISK' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF THIRD PARTY.

- D. To the extent allowable by applicable law, Customer shall defend and indemnify Centurisk from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to Customer's negligence and/or Customer's violation of paragraph c. above, Section 2 and Section 3. This shall not be deemed a waiver of sovereign immunity or any other third party defense.

13. **LIMITATION OF LIABILITY.** Customer agrees that Centurisk' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Agreement or any amendment to this Agreement, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to Centurisk in the 12 months preceding the date on which the claim arose. In no event shall Centurisk be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss or corruption of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Centurisk has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy. Centurisk shall indemnify and defend Customer for any claims arising out of or related to Centurisk workers causing personal injury or property damage while on Customer property. This indemnification shall be limited to the insurance coverages listed in the Certificate of Insurance (COI), a copy of which shall be provided to Customer upon request.

14. **WAIVER.** No provision of the Agreement may be waived unless in writing, signed by both Parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

15. **ACCEPTANCE.** Within five (5) business days of receipt of the notice of delivery from Centurisk, Customer will inspect the products or services to ensure conformity with the agreed SOW. Acceptance

shall be presumed unless Customer provides written notice outlining the specific reason(s) why the product or service does not comply with the SOW. Centurisk will have three (3) business days to respond to such notice. Customer and Centurisk shall continue to communicate in good faith to resolve the issue.

Should the acceptance and payment be withheld by Customer for more than thirty (30) days from the date Centurisk received the Customer's initial written notice, Centurisk reserves the right to: (1) grant the Customer additional time to resolve the issue; (2) suspend the Customer's access to the product or service at issue; and/or (3) terminate the Agreement.

16. CHANGE ORDER MANAGEMENT PLAN

A. This Agreement may be amended or supplemented only by the mutual written consent of the Parties' authorized representative(s).

B. Any change to any Statement of Work (SOW) or its equivalent shall only be done as follows:

I. Customer will send a Change Order Request via E-mail to the Project Manager providing Centurisk with sufficient details to identify and describe:

1. The nature of the requested change(s).
2. The reason(s) for the requested change(s).
3. The potential impact to the project (if known), including, but not limited to:
 - i. Implementation and Completion Schedule
 - ii. Scope
 - iii. Pricing
 - iv. Payment Schedule

II. Centurisk will:

1. Evaluate the Change Order Request.
2. Communicate to Customer about the required change(s) to the relevant products and services.
3. Communicate to Customer the estimated additional payments/increased fees associated with the requested change(s).
4. Provide Customer with a written Change Order summarizing the information from 2. and 3. above for Customer to review and execute.

III. Customer will review, execute, and return the Change Order to Centurisk.

- IV. Centurisk will review, execute, and return a fully executed copy of the Change Order to Customer.
- V. All Change Orders must be signed by a representative from both Customer and Centurisk possessing the authority to enter a legally enforceable agreement on behalf of the party they represent.
- VI. The mutually executed Change Order shall be considered an amendment to the applicable terms and conditions of the MSA and SOW between Customer and Centurisk.
- VII. In the event of a conflict between the executed Change Order and the original MSA/SOW, the terms of the most recent, mutually executed Change Order shall control.
- VIII. The Change Order shall not contain any legal terms or conditions.
- IX. Upon receiving the mutually executed Change Order, Centurisk shall stop work on any milestones in-progress which are affected by the Change Order, close out any such milestones, and invoice Customer for the work performed on the closed-out milestone(s).
- X. Upon receiving full payment of the invoice(s) for the closed-out milestone(s), Centurisk shall commence implementation of the requested change(s).

17. **BINDING EFFECT, BENEFITS.** The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of the Agreement.

18. **HEADINGS.** The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

19. **AUTHORIZATION.** Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

20. **RELATIONSHIP OF PARTIES.** The relationship of the Parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

21. **CONFLICTING PROVISIONS.** This Agreement and all exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. It is agreed between the Parties that any terms in a Customer purchase order, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's

internal purposes only and any provisions contained therein are deemed to be for Customer's own use and are specifically rejected by the Terms of this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments/Supplements of this Agreement.

22. COUNTERPARTS. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. SURVIVAL. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.

24. NOTICE. Any communication or notice hereunder must be in writing and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) 3 days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a Party at its address for notices. Each Party's address for notices is stated on the SOW. Such address may be changed by a notice delivered to the other Party in accordance with the provisions of this Section.

25. DISPUTES. In the event of any dispute arising in the performance of this Agreement, Centurisk and the Customer will seek to resolve such dispute through good faith, amicable discussions, and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

26. COUNSEL. By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representative(s).

Centurisk

Customer

Christian Gutierrez

Name:

Name:

Linda Gorton

General Manager - Centurisk

Title:

Title:

Mayer

Sign:

Christian Gutierrez

Sign:

Linda Gorton

10/3/2025 EDT

Date:

Date:

10/10/2025

Attachment 1 – Software as a Service (“SaaS”) Terms

Software as a Service, Maintenance, and Services. Subject to the terms and conditions of this Agreement and the payment of fees hereunder, Centurisk will provide Client with the following:

1. **Software as a Service.** Centurisk may provide Client with access, through a website or designated IP address, to its proprietary software identified in the SOW which is maintained by Centurisk in a hosted environment at a third-party data center (“SaaS”). SaaS services shall commence immediately upon the Effective Date. The term shall automatically renew each year thereafter for an additional 12-month period unless terminated.
2. **Maintenance.**
 - A. Centurisk will provide service for subscription products as follows: (i) support during normal business hours (8:00 a.m. to 6:00 p.m. ET, Monday through Friday, excluding legal holidays) relating to the operation of the Software and use of the SaaS and (ii) Updates to the Software as they are developed and made generally available (“SaaS Support”). Requests for SaaS Support may be submitted to Centurisk by Client via email at: awsupport@Centurisk.com (or through other methods provided by Centurisk). “Update” means the latest updates, modifications, and enhancements to the Software, including corrections of errors, which relate to the operating performance of the Software.
 - B. SaaS Support does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software accessed as part of the SaaS; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Client’s computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom; or (g) new versions of the software which are not Updates.. For clarity, Centurisk is not responsible for errors or defects of Client or third-party software or hardware.
 - C. SaaS Services. Centurisk will provide Client with services including, but not limited to, data conversion, system configuration, training, consultation, custom reporting and other related services selected by Client and identified in the SOW referencing this Agreement (“Services”).
3. **Rights and Permitted Use.**
 - A. **Subscription.** Subject to the terms and conditions of this Agreement, Centurisk grants to Client a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for Client’s internal business operations within one (1) business entity. “Authorized Users” means Client’s employees or independent contractors working within their job responsibilities or engagement by Client or other end user for which Centurisk has granted Client the right to use the SaaS. “Documentation” means documentation in the form of instructions and manuals provided by Centurisk, including electronically via a link within the SaaS, that describes the function and use of the SaaS.
 - B. **Restrictions.** Client will not (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Client’s Authorized Users; (iv) interfere with or

disrupt the integrity or performance of the SaaS or third party data contained therein; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; (vi) remove any proprietary notices or labels; or (vii) permit use of the SaaS by more than one (1) business entity, unless otherwise approved by Centurisk in writing.

- C. **Ownership.** Centurisk owns all intellectual property rights in and to: (i) the Software, including all Updates; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; and (iv) any software, applications, inventions or other technology provided or developed in connection with the Software or the SaaS. For clarity, Client obtains no interest in the Software, SaaS, or Documentation except as expressly provided in this Agreement.
- D. **Client Data.** Client shall retain all right, title, and interest in and to the data entered or submitted by Client by means of the SaaS ("Client Data"). Client grants to Centurisk a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Client Data to the extent necessary to provide the SaaS. Notwithstanding anything to the contrary, Centurisk shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Centurisk will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other Centurisk offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. **Test Environment.** During the term of this Agreement, Centurisk will maintain a test environment in addition to the production environment. New Software releases or patches are first introduced to the test environment, and it is Client's responsibility to perform testing and report any errors within ten (10) days. If Client does not report any errors within ten (10) days, the new Software release or patch will then be discharged in the production environment. Centurisk may use the test environment to trouble shoot or configure and test new functionalities or reports. If Client requests for Centurisk to synchronize data between the test and production environments, additional fees will apply.

5. **Ownership of Data.** Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by Centurisk in providing Services under the Agreement. Centurisk shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, Centurisk agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination. Data will be delivered in one of the following formats: ASCII, Comma-Separated Value (CSV Format) with binary images, TIFF, JPG, PDF. Customer requests for data to be provided in any other format are subject to approval by Centurisk and may require an additional fee.

6. **Service Availability.**

- A. The SaaS includes a target scheduled availability of ninety-nine percent (99%) (exclusive of scheduled maintenance or any downtime attributable to Client or third parties, or for which Centurisk is not responsible including, but not limited to interruptions and delays inherent in internet communications).
- B. Centurisk will use commercially reasonable efforts to ensure that the web pages generated with the SaaS will be served (i.e. delivered from Centurisk' internal network or that of its internet service provider) promptly regardless of the level of traffic to Centurisk' servers,

subject to outages, communication and data flow failures, interruptions and delays inherent in internet communications. Client acknowledges that problems with the internet, equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the SaaS or data stored within the SaaS. Centurisk is not liable for any delays, interruptions, suspensions, or unavailability of the SaaS or the data stored within the SaaS beyond Centurisk's control, attributable to problems with the internet or the configuration of Client's computer systems.

7. Data.
 - A. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client will not send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the SaaS.
 - B. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of applicable data protection laws to the extent it applies to each of them. Accordingly, Centurisk agrees that it shall: only process Client's personal data in order to provide the SaaS or in accordance with any lawful instructions reasonably given by Client from time to time; (ii) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; and (iii) as soon as reasonably practicable, refer to Client any requests, notices, or other communication from data subjects, data protection or other law enforcement authority, for Client to resolve.
 - C. Centurisk shall notify Client as soon as reasonably possible upon discovery of any data security incident impacting Client Data. Centurisk shall not be responsible for any loss or damage to Client Data to the extent that such loss or damage was caused by Client or a third party.
8. Representations and Warranties.
 - A. General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.
 - B. Limited Warranty. Centurisk warrants the SaaS will conform in all material respects to the Documentation. The conditions and warranties set forth in this Agreement will not apply if: (i) the SaaS is not used in accordance with Centurisk's instructions, the Documentation, or the terms of this Agreement; (ii) the SaaS is used in combination with other software, data or products that are incompatible with the SaaS; (iii) the SaaS has been altered, modified, or converted by anyone other than Centurisk; or (iv) non-conformance is caused by (a) a defect or malfunction in the operating system, database server, web server, network, or other hardware or software in Client's computer system used to access the SaaS or (b) Client's negligence or willful misconduct. Client's exclusive remedy, and Centurisk's sole liability, for breach of this warranty shall be for Centurisk to use commercially reasonable efforts to correct errors affecting conformance, provided that Client has given written notice of non-conformance to Centurisk within ninety (90) days of discovery of the error. Centurisk shall, to the extent reasonably possible and permissible, pass-through or assign to Client all

available warranties it receives from a third-party provider for third party products or services provided by Centurisk to Client under this Agreement.

- C. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED “AS IS”, CENTURISK DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT THAT THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET OF CLIENT’S REQUIREMENTS.
- D. **Client Responsibilities.** Client represents that it is fully responsible for: (a) the content of any Client Data; (b) selection and implementation of controls, including settings and policies, regarding access rights and use of the Software by Client and its Authorized Users; and (c) Client’s computer system, software, and hardware (e.g., computer equipment, servers, printers etc.). Centurisk assumes no responsibility for the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Client has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Software or SaaS and were made without prior notification and written approval by Centurisk. Centurisk assumes no responsibility for the operation or performance of any Client or third-party application. The products/services provided may integrate with other third-party software which are not owned, controlled, or provided by Centurisk (ex., Microsoft). Customers are responsible for obtaining all necessary licenses for any software Customer uses in conjunction with any Centurisk product/service which have not been provided to Customer by Centurisk.

Attachment 2 – Professional Services Terms

1. Services / SOW
 - A. Centurisk will perform the professional services (“Services”) described in the SOW. The terms of this Attachment 3 shall control any additional or future SOWs that may be executed by the Parties during the Term of the Agreement. No SOW shall be of any force and effect unless and until executed by both Centurisk and Customer.
 - B. Changes to Services/SOW shall require Centurisk’ approval and all modifications to costs and schedule shall only be valid if included in a written Change Order signed by both Parties.
2. Price and Payment Term
 - A. Each SOW will either be on a time and material basis or a fixed price basis, specified in the SOW. The SOW will include a definitive list of “Deliverables” that must be completed by Centurisk. In some instances, the SOW will include a date by which “Deliverables” must be completed.
 - B. In the event that Services result in greater Centurisk duties than contemplated by the SOW, Customer will work closely and in good faith with Centurisk to modify the SOW to ensure that the Customer’s requirements are addressed, and Centurisk’ fees shall be adjusted to reflect increased Customer requirements.
 - C. Unless specifically addressed in the SOW, all travel and expenses incurred will be extra and billed at the time of incurrence.
 - D. Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH). All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.
 - E. Services may be invoiced upon completion of Milestones as set forth in the SOW or SOW. Notwithstanding the invoicing described in the SOW or SOW, for Professional Services invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW included in the Order) and include charges defined in the SOW unless otherwise specifically stated in the Order form. Hardware is invoiced upon shipment. The pricing on the SOW is based upon the quantities listed at the time of purchase.
 - F. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk in full for Services provided to Customer up to and including the date of termination under this Agreement within 30 days of the invoice date.
 - G. Custom modules, interfaces and other software can be placed under the Centurisk Software Maintenance program.
 - H. Centurisk reserves the right to apply a late payment charge of 1.5 % per month, or the maximum rate permitted by law if lower, to amounts outstanding more than 30 days after the date of the invoice and Centurisk retains the right, in Centurisk’ sole discretion and in addition to its other rights and remedies, to cease further performance of the SOW.
 - I. Bill to Address. The invoice will be mailed to the Customer address on the SOW unless otherwise indicated in the SOW.

3. ~~Resources to be Provided by Customer~~ and make available to Centurisk, at Customer's expense and in a timely manner, the resources described in this Section 3, the SOW, and such other additional resources as Centurisk may from time-to-time reasonably request in connection with Centurisk performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
- B. Customer will designate qualified Customer personnel or representatives to consult with Centurisk on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.
- C. Customer shall furnish access to Customer's premises, and appropriate workspace for any Centurisk personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.
- D. Customer shall meet all assumptions noted In the SOW.
4. Subcontractors Centurisk may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, Centurisk shall supervise such sub-contractors, and the Services performed by them to the same extent as if Centurisk performed the work.
5. Confidentiality
- A. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable SOW, to the extent permitted by applicable law. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
- B. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
- C. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 5, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.
6. Intellectual Property
- A. Customer and Centurisk shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.

- B. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not “works for hire.”
- C. As used herein, “Intellectual Property” shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any SOW or Deliverable whether or not first created or developed by Centurisk in providing the Services.
- D. Notwithstanding any order of precedence language or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, the terms of this Section 6. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by Centurisk.

7. Non-Solicitation. During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of Centurisk during the term of this Agreement. Nothing in this section shall prohibit Customer from placing a bona fide public advertisement for employment which is not specifically targeted at Centurisk employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.

8. Termination for Default. Either Party may terminate any SOW if (i) the other Party fails to perform a material obligation of the SOW and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching Party specifying such failure; or (ii) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, Centurisk may terminate any SOW effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a SOW shall not terminate this Agreement. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk the full value for all goods and/or services provided to Customer up to and including the date of termination.

9. Termination for Convenience. Notwithstanding any other provision in this Agreement, either Party may terminate a SOW by providing a 90-day notice of intent to terminate the SOW.

10. Effect of Termination. The Terms of this Agreement shall survive for any SOW which is still pending at the time of termination until the conclusion of the SOW.

11. Professional Services Limited Warranty

- A. Centurisk warrants that the Professional Services provided under an SOW or a SOW authorized under this Attachment 3 shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to Centurisk timely notice of such breach as hereinafter required, Centurisk shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by Centurisk attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to Centurisk written notice specifying in detail

the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section 11 (a) is the sole and exclusive remedy for breach of the foregoing warranty.

B. CENTURISK SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, COMPUTER SYSTEMS.

C. Customer represents and warrants to Centurisk that Customer has the right to use and furnish to Centurisk for Centurisk use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to Centurisk in order for Centurisk to perform the Services and to create the Deliverables identified in the SOW.

11. Relationship of Parties. Centurisk is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

 QUOT	TO: LFUCG			Quote Created: August 29, 2025	
	ATTN: Michael Skidmore			Valid Through: November 27, 2025	
ADDRESS: 200 E. Main Street					
Lexington, KY 40507					
APPRAISAL/VALUATION SERVICES					
SERVIC	THRESHOL	UOM	QTY	RATE	FEE
On-Site Insurance Appraisal Services - 2025	\$100K	Buildings	310	\$129	\$39,990.00
				TOTAL	\$39,990
Notes:					
* All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.					
* Centurisk will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.					
* Fees above are estimates based on the existing client SOV. Final fees will be based on the actual number of buildings appraised during this engagement.					