RISKMASTER Accelerator AWS SaaS Access Agreement

Work Order No. 8

This RISKMASTER Accelerator Multi-Tenant Access Agreement Work Order ("Access Agreement") is deemed effective September 1, 2018, is by and between **Computer Sciences Corporation** ("CSC") and **Lexington-Fayette Urban County Government ("Customer")** and incorporated into the Master Services Agreement by and between CSC and Customer dated as of January 13, 2003 and any amendments thereto (the "Agreement"). This Access Agreement is a "Work Order" referred to in said Agreement and shall be governed by said Agreement except as provided below. All capitalized terms herein shall have the same meaning as specified in the Agreement unless otherwise specified.

1.   Definitions and CSC Address

    (a)   Definitions – The following words and phrases shall have the following meanings in this Access Agreement.

    Affiliate – shall mean any direct or indirect subsidiary of Customer for so long as the subsidiary remains an Affiliate of Customer.

    Authorized Company – Those companies utilizing the Software so long as it is an Affiliate of Customer.

    Current Base Software - the most current version of the Software as maintained by CSC in its offices and as described in the Documentation.

    Customer – for purposes of the Access Agreement, Customer shall be deemed to include any Authorized Company.

    Customer Specific Non-Conformity - Non-conformity that is caused by the following: use of the Software by Customer not in material conformity with the Documentation, incorrect or incomplete data or input provided by Customer for the Software; and use with the Software of any modifications other than indicated or authorized by CSC.

    Documentation - the user guides and other instructional and reference materials distributed by CSC with the Software and such guides and materials updated and redistributed by CSC from time to time.

    Module –functionality that is separately licensed by CSC that can be utilized with the Software that is not functionality previously provided to Customer or derived from the previously provided Software pursuant to this Access Agreement.

    Non-Conformity - any failure of the Software to operate in conformity with the most recent edition of the Documentation distributed by CSC to Customer to which such failure relates.

    Software – means the System and Third Party Software utilized by the System to which Customer is granted access hereunder including the procedures, rules routines, machine readable source code and object code associated therewith, as the same may be modified, updated, upgraded, enhanced, improved or customized by way of Services or otherwise. Software is defined in Section 2 below.

Service - means installation, training, consulting, project management, data conversion, custom programming, Support Services, and hosting services provided by CSC.

Support Services - those Updates and Upgrades set forth herein for which Customer has contracted for support.

System – CSC's RISKMASTER Accelerator Multi-Tenant System as more fully set forth in Exhibit B.

Third Party Software - means the third party software provided to Customer by CSC for use with the Software and listed herein, the terms of which are agreed to by Customer in writing in advance of CSC providing same to Customer. From time to time, CSC may provide Customer with additional Third Party Software for selected functionalities to be used with the Software. CSC reserves the right to remove or replace such Third Party Software, at CSC's sole discretion, upon thirty (30) days advance notice to Customer. Customer will make reasonable efforts to accommodate any replacement, at CSC's sole cost and expense. The Third Party Software may only be utilized with the Software identified herein.

Update - revisions or additions to the Software which are intended to correct errors, improve efficiency or to incorporate additional or alternative functionality, but do not constitute substantial additional or alternative functionality, as customarily indicated by a change to the number to the right of the decimal in the version number, for example, Version 18.1 updated to Version 18.2.

Upgrade - a new release of the Software that incorporates substantial additional or alternative functionality, as customarily indicated by a change to the number to the left of the decimal in the version number, for example, Version 18.2 upgraded to Version 19.1.

1. <u>CSC Address:</u>

   <u>Computer Sciences Corporation</u>
   <u>1775 Tysons Boulevard</u>
   <u>Tysons, VA 22102</u>
   <u>Primary Contact:</u>

2. <u>Description of Software</u>:

   Customer will be granted access to RISKMASTER Accelerator ("Software"). The Software consists of an assembly of computer programs including (i) the Documentation and (ii) the compiled and/or executable object code to the Software and Third Party Software. The Software will be hosted by CSC in accordance with the terms and conditions set forth in Exhibit A. The Third Party Software is listed in Exhibit D.

3. <u>Services:</u>
   At Customer's request, CSC shall make available CSC personnel for implementation, training, interfaces and project management during the Term of this Access Agreement, as further provided in a project plan as mutually agreed between the parties. CSC and Customer agree that the implementation scope ("Implementation Scope") shall be as set forth in Exhibit C and at the rates set forth therein.

4. <u>Start Date</u>: October 1, 2019

5. <u>Documentation</u>: Documentation is available on-line within the Software.

6. <u>Operating Environment</u>: See Exhibit A attached hereto.

7. <u>Fees</u>:

    (a) Customer shall pay CSC an annual access fee for the following period equal to

    - [3]-Year Term: October 1, 2019 to September 30, 22- $44,850 annual fee Billed quarterly at $11,212.50 per quarter

    CSC will invoice Customer at the commencement of the three-year term. Customer may renew agreement for an additional 3 years at the end of the term.

    (b) Hosting Services (Exhibit A): Included within the fees set forth in Section 7(a) above.

    (c) Services Fees – provided at the rate as set forth in Exhibit C.

    (d) Setup fee: as set forth in Exhibit C.

8. <u>CPI index annual increase</u>: Not applicable to this Access Agreement.

9. <u>Term of Access Agreement:</u>   October 1, 2019 to September 30, 2022.

10. <u>Expenses</u>:

    Travel expenses: Customer shall pay CSC for all pre-approved reasonable expenses incurred by CSC in the performance of Services including, but not necessarily limited to travel, living and out-of-pocket expenses of CSC employees incurred pursuant to this Agreement. All travel by CSC personnel shall comply with CSC's then current standard travel and expense policy, a copy of which shall be provided to Customer upon Customer's request. Customer shall pre-approve all CSC travel expenses.

11. <u>Scope of Software Access Grant</u>:

    (a)   Customer has the right to use the Software to process claims related to the internal operations or the financial services offerings of Customer. Customer shall not use the Software to process the data of any non-affiliated third party, such as providing service bureau or outsourcing services. Furthermore, Customer shall not make the Software available for use by any third party other than Customer authorized third party contractors and agents. Notwithstanding the above, the access right grant described herein shall extend to subcontractors of Customer provided each is using the Software for Customer's sole benefit in accordance with the Access Agreement.

    (b)   Customer acknowledges that the Software is to be used only as a tool in assisting Customer in managing its own business and the Software is not intended to replace the judgment of Customer or its employees in making decisions regarding Customer's business operations and its obligations to its

customers.

(c)   CSC is providing Customer with the Third Party Software listed in Exhibit D as part of the Software. Customer may use any Third Party Software provided by CSC hereunder in object code format solely in connection with and through the Software, and in accordance with the terms and conditions of this Access Agreement and any such additional terms and conditions provided by CSC and agreed to by Customer in writing. Customer shall not use any Third Party Software named in Exhibit D for any other purpose whatsoever.

(d)   During the Term of this Access Agreement, no more than once per year, upon two weeks advance written notice, CSC shall have the right to access the Software, using a method acceptable to Customer, to verify that Customer is using the Software in compliance with the terms of Section 11(a) of this Access Agreement.   During the Term of this Access Agreement, Customer shall maintain reasonable records regarding the use of the Software by Customer and provide CSC with copies of such records upon request at CSC's sole cost and expense.

(e)   CSC represents and warrants that (i) it is the owner of the entire right, title and interest in and to, or has valid license rights in and to, the Software, (ii) it has the right to grant the licenses granted to Customer for the Third Party Software hereunder, and (iii) it has not granted any license to any other entity that would restrict the rights granted to Customer hereunder.

CSC shall indemnify and hold Customer harmless from and against all losses, claims, damages, liabilities and expenses arising out of or relating to any allegation that the Software, or Customer's use thereof as permitted in this Access Agreement, infringes any copyright, trademark rights patent right (including patent application), trade name, mask-work right, trade secret or any other intellectual property right of any third party provided that Customer notifies CSC in writing within a reasonable time of the receipt by Customer of any such claim or notice of any such claim, provided such failure to timely notify does not jeopardize CSC's right to defend and permits CSC upon request, and at CSC's cost and expense, to assume and control the defense or settlement thereof. At Customer's cost, Customer shall have the right to participate in any proceedings, with its own counsel. Customer agrees to cooperate with CSC in every reasonable manner in the defense of such claim. This indemnity shall survive any termination of this Access Agreement.

(f)   THIS ACCESS AGREEMENT DOES NOT GRANT A LICENSE TO CUSTOMER FOR THE SYSTEM. CUSTOMER IS GRANTED A LIMITED TERM LICENSE TO THE THIRD PARTY SOFTWARE IN ACCORDANCE WITH THE TERMS OF THIS ACCESS AGREEMENT AND SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

12.   Support Services:

CSC shall provide Customer with the following Support Services for the Term of this Access Agreement, if, as and when the Software is utilized by Customer pursuant to this Access Agreement. Customer shall use these Support Services in accordance with any customer support guide that CSC provides to Customer:

(a)   Re-release of the Current Base Software. CSC will keep on file at its facilities a copy of the most recent version of the Current Base Software and Documentation for which the testing process has been completed.

(b)   Updates and Upgrades. During the Term of this Access Agreement, CSC may update the

Software from time-to-time with Updates.   Updates will not include modules or additional third party software that are licensed separately by CSC. At its sole discretion, CSC will also apply all Upgrades, if and when commercially available, to upgrade the Software to the new Current Base Software.

(c)   Response Center. During the Term of this Access Agreement, CSC shall operate a response center at its facilities to provide supported users of the Software with assistance in using the Software and in reporting and resolving problems ("Help Desk"). The CSC response center will be staffed by personnel knowledgeable about the Software. Customer's internal help desk staff and other designated personnel shall be entitled to contact the Help Desk at any time during the Help Desk hours noted below, to report problems with the Software and request assistance. CSC may also make certain assistance available to Customer electronically. Customer's help desk staff and other designated personnel will provide CSC any other available information and reasonable assistance needed to diagnose reported Non-Conformities. CSC will diagnose Customer-reported Non-Conformities. The Help Desk can address: (i) submission questions; (ii) user account information; (iii) connectivity; (iv) browser issues and upgrades; (v) administration issues; and (vi) Help Desk Services is limited to system technical issues. Help Desk hours of operation are 8:00 am to 7:00 pm eastern time Monday through Friday excluding CSC holidays. Help Desk Services do not include training. Software Service Level Guidelines are provided in Section 12(d) below.

(d)   Non-Conformity Correction. CSC shall prioritize all Non-Conformities in accordance with its impact on Customer's operations as set forth below. Without further charge, other than for Customer Specific Non-Conformities and generally in accordance with such priority, CSC shall make such modifications as are required to correct reported Non-Conformities using the Current Base Software and CSC test data. CSC may assign a new priority to the Non-Conformity after research if the initial description was not accurate or after provision of a manual method of working around the Non-Conformity if such method lessens the impact of the Non-Conformity. CSC will maintain internal guidelines providing for levels of technical expertise and management involvement that increase with the priority of the reported Non-Conformity and the time elapsed since the Non-Conformity was reported. There shall be two categories for Non-Conformity correction as defined below:

1. Critical
     Definition - Production use of the Software is not possible or no method of manually working around a Nonconformity exists. Customer requires resolution urgently due to financial, legal and public risk exposure.
     Target Action - Initial response within one (1) business hour. Resource assigned immediately thereafter. CSC will use all commercially reasonable efforts to implement a resolution within twenty-four hours of notice to CSC.

2. Non- Critical
     Definition – Any Nonconformity that is not Critical
     Target Action - Initial response within two (2) business hours. Resource assigned within one business day thereafter. CSC will use commercially reasonable efforts to implement a resolution as soon as possible.

* Critical requires that a Customer resource be available and remain available until the issue is resolved.

(e)   Customer-Specific Non-Conformity. If a reported Non-Conformity is determined to be a

Customer-Specific Non-Conformity, then if the Non-Conformity would be fixed as a result of Customer utilizing the Software in accordance with the Documentation, then Customer shall be obligated to do so.

Dated as of executed by the authorized representatives of Customer and CSC noted below.

CSC
Computer Sciences Corporation

By: _____
(Authorized Signature)
(in non-black ink, please)

_____
(Name)

_____
(Title)

_____
(Execution Date)

CUSTOMER
Lexington-Fayette Urban County Government

By: _____
(Authorized Signature)
(in non-black ink, please)

_____
(Name)

_____
(Title)

_____
(Execution Date)

Exhibit A
Hosting Services

1.   Overview

CSC will provide server hardware and Software and provide web hosting, server hosting, project management, monitoring and connection to the World Wide Web.   This document outlines responsibilities and ongoing services provided by CSC in accordance with the Access Agreement.

2.   Generally

CSC will provide Customer access to the Software on a shared CSC supplied server environment. Customer will remotely access the server(s) that will be maintained at CSC's facilities through a series of web pages and web enabled distributed client graphical user interface reserved specifically for Customer (the "Website") on the World Wide Web portion of the Internet.

3.   Software Access

The Software shall be accessible by Customer via the World Wide Web through an encrypted SSL connection to the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, and except for any loss or interruption of the hosting services due to causes beyond the control of CSC or not reasonably foreseeable by CSC, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failure.

Each authorized user will access the Website/application using a separate user ID and password. With respect to the Website, CSC shall have the sole responsibility for intrusion detection, virus protection and the security of the environment, including but not limited to, integrity of the Software, the operating systems, communications and Customer' data. CSC and Customer shall mutually agree as to the entity responsible for creation, maintenance and security of user IDs and passwords.

4.   License & Proprietary Rights

The Website may contain unique materials relating to Customer's business and provided to CSC by Customer for incorporation in the Website, including names, trademarks, images, photographs, illustrations, data, or other Customer unique text ("Customer Content"). Customer Content shall be considered Customer's Confidential Information. All of the Customer Content shall remain the sole and exclusive property of Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Customer hereby grants CSC a non-exclusive, royalty-free license during the Term of this Access Agreement, to edit, modify, adapt, copy, exhibit, display, and otherwise use the Customer Content as necessary solely and exclusively for performing the Services for Customer under this Work Order. All other materials developed solely by CSC under this Work Order or otherwise previously developed by CSC and provided by CSC hereunder, including, but not limited to, any CSC Software in object code or source code, script, programming code, data, HTML script, or other information or ideas developed solely by CSC under this Statement of Work or otherwise previously developed by CSC and provided by CSC hereunder shall remain CSC's sole and exclusive property, as set forth in the Agreement, including, without limitation, all CSC copyrights, trademarks, patents, trade secrets and any other proprietary rights. During the Term of Work Order, CSC may acquire, know, or have within its possession the Customer Content and certain other non-public proprietary and confidential

Customer business data and information (collectively, "Customer Confidential Information"). Such Customer Confidential Information may include, but not be limited to, information protected by the attorney-client privilege and work product prepared in anticipation of litigation. It may also include, but not be limited to, data regarding customer lists, customer personal information, forms, documents, manuals, financial information, strategic plans and forecasts, marketing plans and forecasts computer software (including without limitation, source code, object code and manuals), Customer billing or order information, technical information regarding Customer' products or services, prices offered to or paid by Customer, future development and expansion or contraction plans of Customer, sales and marketing plans and techniques, information concerning personnel assignments and operations of Customer and matters concerning the financial affairs, future plans and management of Customer. CSC agrees to take reasonable efforts, consistent with the efforts it takes to protect its own Confidential Information, to protect the confidentiality of Customer Confidential Information and shall not except where required by law, disclose, or use other than as permitted by this Work Order, Customer Confidential Information without Customer's prior written consent. In the event of breach or a threatened breach of this section, Customer shall have the right to seek specific performance and to seek injunctive relief in addition to any and all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative. This section shall survive the termination of this Work Order, regardless of the cause of termination.

During the Term of the Access Agreement, CSC grants Customer a limited, nonexclusive, nontransferable right to access and use the Website in accordance with the provisions of the Agreement, the Access Agreement, and this Work Order. Customer acknowledges and agrees that CSC is in the business of designing and hosting databases and that nothing in this Work Order shall be construed to prevent CSC from providing to third parties services which are the same and/or similar to the Services provided hereunder, or from using or otherwise exploiting the CSC Confidential Information or other materials developed solely by CSC and used in performing the Services hereunder, provided that CSC does not breach its obligations with respect to the Customer Confidential Information, or otherwise use or infringe Customer's Intellectual Property Rights. Notwithstanding the aforementioned, CSC shall not use any materials, that are developed as part of the Services and are specific to Customer's business, for any other customer of CSC.

5.   Installation of Updates and Upgrades

Updates may include correction of Nonconformities. During the Term, CSC will install all Updates and all Upgrades at no additional charge to Customer.

6.   Scheduled Maintenance

CSC, unless as otherwise mutually agreed by Customer, may undertake scheduled maintenance of its or their production facility systems between the hours of Sunday 12:01 AM to Sunday 6:00 AM eastern time each week.

7.   Disaster Recovery

CSC disaster recovery and backup plans are in place for all customers. The systems are maintained 24 hours per day with CSC personnel on-call in the event of an emergency. Backups are kept electronically in an alternate data center to support restoration or Disaster Recovery operations. These guidelines minimize the amount of down time CSC may experience in the event of disaster or catastrophic occurrence. Backups are made daily, weekly, monthly, quarterly, semi-annually, and annually. Backup storage is managed by an automated system that generates dataset history and is audited internally and externally. Plans are executed annually. There is off site disaster recovery as well as contracted disaster

recovery The current disaster recovery plan relies on cold backups at varying locations, for company owned data centers. For customers utilizing an AWS solution Disaster Recovery includes a 12 hour Return to Operations and a 4 hours Recovery Point Objective. CSC does not employ mirroring of production data. The maximum amount of data lost it a complete disaster is 24 hours.

Normal Backups - backups using industry standard backup software and methodologies are taken each night. Once per week, a full backup will be taken of each server. On all other nights, an incremental backup is taken incorporating all files changed since the previous full backup was taken. Additional backups can be scheduled upon 24 hour notice from the client, including any special procedures.

Database Backups - Database files need to be backed up in a different manner due to the nature of database files being viewed as always "open" by backup software. Hot backup agents are employed to perform nightly backups of the database in its open state. Each SQL database also has a nightly maintenance plan scheduled which will create a full backup copy of the database. These backup files are then transferred internally across the CSC network to an alternate company owned data center. In the case of AWS the CloudEndure product is used to store backups at an alternate AWS location to support defined Disaster Recovery.

Special Backups - Whenever significant upgrades or fixes are planned for any server, CSC uses imaging technology to take a snapshot of the current server. In the event the planned upgrade or fix malfunctions, the image file can be quickly restored to the server, putting it back to its exact state prior to the changes. This allows us a quick way to image a server and restore it without having to restore the last full tape, and then apply the incremental tapes. Additional image snapshots can be scheduled upon 24 hour notice from the client, including any special procedures.

EXHIBIT B

SOFTWARE / HELP DESK

RISKMASTER Accelerator AWS Hosting includes:

All Modules and Users Currently Licensed by Lexington-Fayette Urban County

Note- Upon the effective date of this work order, Addendum 9 for software maintenance will be cancelled and Customer will have no additional obligations of payment post effective date. Maintenance of the current system will be covered by this Agreement.

Assumptions:

- All version upgrades, service packs and updates are handled by CSC, not Customer.
- RISKMASTER Multi-Tenant is a completely hosted solution by CSC. Customer incurs no hardware costs in the utilization of this software solution.
- Further expansion, additional modules and additional users can be added at any time. The costs for these additions will be provided at our standard rates.

<center>**EXHIBIT C**</center>

<center>**SERVICES**</center>

Proposed to deploy RISKMASTER Accelerator in CSC's secure hosted environment. All you need is an Internet connection — and you'll always stay current on the newest release. CSC's state-of-the-art hosting facilities provide applications maintenance and support, operations management and disaster recovery. Annual SSAE 16 external audits assure that your data is secure.

Proposed Costs:

Includes:
RISKMASTER Custom Analysis
RISKMASTER Database Analysis
Project Management
Total Estimated Hours 60 Hours
Hourly Rate - $165 Per Hour
Total Estimate $9,900

Set up in DXC AWS Hosting Center
Total Estimate $19,025

Upgrade Training (2 Days End User, One Day System Administration)
Daily Rate $2,200 Per Day
Total Days 3
Total Estimate $6,600

Total upgrade Estimate $35,525

Hosting and General Assumptions:
- Assumes client will be moving to an AWS SAAS hosted solution

- Client will be upgrading from RISKMASTER R6 to RISKMASTER latest release, Business Intelligence current version to current version. Data Analytics' and modules templates which include (MMSEA, MBR, and ISO) will be upgraded where applicable to the latest versions..

- Training estimates are for a maximum of 12 participants per class except where noted otherwise.

- A day of training consists of 6 hours of training regardless of whether training is conducted at a client's site or remote via webinar.

- Training participants are employees of the customer's organization. Should customer desire to include any non-employees, such as contractors or consultants, customer will notify CSC of this at least two weeks prior to the scheduled start of the first training session. This will allow time to prepare a non-disclosure agreement (NDA) with any contractors or consultants.

- All training classes are quoted using a train-the-trainer approach: CSC trainers will train selected customer team members who will then train the remaining customer staff. Should customer decide to have CSC train all personnel directly and there are more than the specified number of staff members to train, additional training hours will be required.

- Customer daily-rate training includes pre and post-training activities and associated project management.

- Repointing BI reports to the new universe and associated testing will be the CUSTOMER's responsibility. If requested, CSC via a change control can assist and quote the effort.

- There is no additional charges for having interfaces however there may be additional charges to analyze to ensure that no changes are required for being placed in the hosting facility. This has been included if needed.

- Interfaces may be automated, semi-automated or run manually by either the customer or CSC.

- Users will connect to the database via an Internet connection.

- Hosting estimates are based on up to 20 full-time users.

EXHIBIT D

THIRD PARTY SOFTWARE

The Software includes the following Third Party Software. CSC's Business Analytics System and one or more of the following BOA software products at CSC's discretion ("BOA Products") delivered in object code only:

1.   **SAP Business Objects, formerly known as Business Objects of America ("BOA") software**

- SAP BusinessObjects Enterprise Professional for Query, Reporting and Analysis XI 3.1 SP3 or higher)
- SAP BusinessObjects Web Intelligence (XI 3.1 SP3 or higher)
- SAP BusinessObjects Dashboard (2008 or higher)
- Crystal Reports Viewer
- SAP Business Objects Data Integrator Professional
- SAP Business Objects Explorer (XI 3.2 or higher)

Customer's use of the BOA Products shall be subject to the following additional terms and conditions:

1. Customer acknowledges that the BOA Products are the intellectual property of BusinessObjects Software Limited, a SAP Company ("BOSL") and that CSC is providing same to Customer pursuant to the Application Provider Agreement with BOSL dated effective January 15, 2001. Customer may use the BOA Products to create reports and dashboards using data contained in the RISKMASTER Accelerator Multi-Tenant System and data contained in third party products used in conjunction with the RISKMASTER Accelerator Multi-Tenant System. Even though Customer may use the BOL Products to create reports and dashboards directly from third party product data used in conjunction with the RISKMASTER Accelerator Multi-Tenant System, Customer shall not be permitted in any instance to use the BOL Products to report solely on data generated from third party products.

2. Customer acknowledges that the BOL Products (and the components thereof) contains unique, confidential and secret information and are the trade secret and confidential proprietary product of BOSL. Customer further acknowledges that Business Analytics (and the components thereof) contains unique, confidential and secret information and is the trade secret and confidential proprietary product of CSC. Customer shall not allow any person or entity to copy the RISKMASTER Accelerator Multi-Tenant System in whole or in part in any manner except as Multi-Tenant permitted in herein. Customer shall not disclose or otherwise make the RISKMASTER Accelerator Multi-Tenant System available to any person or entity other than employees of Customer required to have such knowledge for normal use of the System. Customer agrees to obligate each such employee to a level of care sufficient to protect the RISKMASTER Accelerator Multi-Tenant System from unauthorized use or disclosure. These obligations are independent covenant.