MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement," or "MSA") is entered into as of the Effective Date by and between ComplianceLine, LLC d/b/a Ethico, a Delaware Limited Liability Company, with its principal place of business at 8615 Cliff Cameron Dr Ste 290, Charlotte, North Carolina 28269, United States of America ("Ethico") and Lexington-Fayette Urban-County Government _____, with its principal place of business at 200 East Main Street, Lexington, KY., 40507 _____ ("Client") (each individually, "Party" and, collectively, the "Parties"). In consideration for the promises and covenants contained herein, the Parties hereby agree as follows:

1. **Scope and Precedence.**
    a. This Agreement includes any attached Order Form(s) and Exhibits, including any Data Processing Agreement ("DPA") and Business Associate Agreements ("BAA") or any such document that references this Agreement and is signed by a duly authorized representative of both Parties.
    b. The Order Form(s) set forth the products and services (the "Services") that Ethico will provide to Client and the manner in which they will be provided. Certain Services that are not recurring and for which only one-time Fees apply may be added pursuant to a simplified ordering document ("Change Order"). Reference to any Order Form in this Agreement includes the term Change Order.
    c. In the event of any conflict or inconsistency between the terms of documents that make up part of the Agreement, the following shall be the order of precedence: the Order Form, the DPA and/or BAA with regard to the subject matter therein, any other Exhibits, and this MSA.
    d. Applicable Law shall mean all applicable laws, rules, and regulations applicable to either Party in the execution, delivery, and performance of this Agreement.

2. **Grant of Use.** Ethico is providing its Services to Client for the sole purpose of Client utilizing these services to design, implement, manage, and/or continuously improve Client's internal compliance and ethics program, human resources, or other internal risk-management activities. All applicable license grants are set forth in this Agreement and any associated Order Form for the applicable Services and terminate upon expiration or termination of this Agreement or the relevant Order Form.
3. **Term.**
    a. Contract Effective Date. This Agreement shall be effective as of the Contract Effective Date, which is the date that the duly authorized representatives of both Parties have signed the MSA.
    b. Initial Term and Renewal Terms. The Initial Term of this Agreement shall commence on the Contract Effective Date and end on the last day of the Initial Term as set forth in the applicable Order Form under "Service Quote." The Agreement shall automatically renew for successive one-year periods (each a "Renewal Term"). Either Party shall have the right not to renew, provided that the other Party is notified in writing at least sixty (60) days prior to the end of the Initial Term or each Renewal Term.
    c. Ethico acknowledges that Client is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, Client's obligations under this Agreement shall automatically expire without penalty to the Client thirty (30) days after written notice to Organization. Client shall exercise any application of this provision in good faith.
4. **Fees.**
    a. Fees. All monies due to Ethico for its Services provided under this Agreement ("Fees" or "Total Subscription Fees") are set forth in the Service Quote section of the applicable Order Form, including One-Time Fee and Annual Subscription Fees (also referred to as "Recurring Fees"). The Annual Subscription Fee will remain firm for the Initial Term. Upon the date of each Renewal Term, the Annual Subscription

Fee for the same Services shall be capped at no more than anCPI-U US City Average.

b. Fee Basis and Renegotiation. Client acknowledges and agrees that the pricing is based on the information provided to Ethico by Client, and that late or incomplete information, changes in key personnel, undisclosed complexities including complexities related to customization work, tax/regulatory changes, or any other factors beyond reasonable control could necessitate price adjustments in the Fees. In addition, the following criteria constitute grounds for Ethico to renegotiate its annual Subscription Fees: 1) Client exceeding service volume by more than 20% as set forth in the Order Form in any contract year or 2) Client's employee count changing by more than 15% from the contracted amount as set forth in the Order Form. Provided that Client is in good standing, with all monies due to Ethico paid in full, Client may request to renegotiate Fees upon meeting certain criteria as defined in the applicable Order Form. Client must notify Ethico in writing at least sixty (60) days before the start of a Renewal Term that they wish to renegotiate the Fees. Client's request for any renegotiated Fee amounts must be mutually agreed upon by both Parties, in writing and signed by each Party's duly authorized representative, by the date of the Renewal Term, then the Annual Subscription Fee for the Renewal Term as set forth under this Agreement shall continue to apply.

c. Taxes. All Fees exclude taxes, including any, but not limited to, any sales, use, value-added, or withholding taxes and any levies or duties or other government assessments, and Client acknowledges and agrees it is responsible for paying any applicable taxes related to this Agreement directly to the relevant taxing authority.

5. **Payment.**

a. Timing. The One-Time Fee and Annual Subscription Fee for the Initial Term are payable upon execution of this Agreement, and thereafter annually and in advance on or before the date of each Renewal Term for all subsequent years. For all other Fees, Client agrees to pay Ethico within thirty (30) days of issuance of an undisputed invoice.

b. Form of Payment. Acceptable payments include ACH, bank transfers, checks, purchase cards, credit cards, or any other payment methods mutually agreed upon by both Parties. If a purchase card, credit card, or other fee-laden payment method is utilized to pay the Fees, a 3% charge will be added to the payment amount due from Client. Payments must be made at the address designated on the invoice provided by Ethico.

c. Disputed Fees. Client agrees that any objection to any invoice is waived unless Client provides a written objection within thirty (30) days following receipt of said invoice stating the basis for the objection.

d. Nonpayment or Late Payment. If payment is not received by the due date on the invoice, Client will be assessed a late fee of the lesser of (i) 1.5% per month or (ii) the highest rate allowed by law, on any unpaid balances. Ethico reserves the right to suspend or terminate Services under this Agreement for nonpayment of Fees after sixty (60) days following the nonpayment of an invoice. Client acknowledges and agrees that if any Ethico services are suspended or terminated for any reason, including due to Client's late payment or nonpayment of Fees, Client is solely responsible for any failure to meet any legal, regulatory, or contractual obligations or deadlines, including any fees, penalties, or interest that may be assessed against Client, to the extent that Client was relying on Ethico's Services in whole or in part to meet any such obligations or deadlines. In the event of suspension or termination due to nonpayment or any other valid mechanism for termination as set forth in this Agreement, Client agrees to pay Ethico all Fees due, at the time of said suspension or termination and to pay all monies due to Ethico in full prior to any reinstatement of or additional Services.

6. **Confidential Information.**

a. Definition. "Confidential Information" means any information disclosed at any time by either Party, directors, officers, employees, and agents (collectively, "Representatives"), to the other Party or its Representatives in anticipation of or during the Parties' relationship, either directly or indirectly, in writing, orally, or by

any other means, including, without limitation, trade secrets, operational procedures, passwords information concerning technology, marketing, strategies, planning, finances, employees, product roadmaps, customer lists, service or product purchases or modifications, , performance results, any information marked as “confidential” or “proprietary,” information Client puts into the Services intended to be confidential (including but not limited to passwords, personnel files, internal investigations and assessments) and other confidential or proprietary information that a reasonable person would understand to be confidential or proprietary. Confidential Information excludes the following:

I. Information that was publicly known and that the disclosing Party made generally available in the public domain prior to the time of disclosure or that becomes known through legal or other public proceedings;

II. Information the receiving Party had prior knowledge of at the time of disclosure without a breach of any third Party’s obligations;

III. Information the receiving Party obtains from a third Party without a breach of such third Party’s confidentiality obligations at the time of disclosure; and

IV. Information the receiving Party independently develops without use of or reference to the disclosing Party’s Confidential Information.

b. Confidentiality Obligations. To the extent permitted by state law, each Party shall protect and not disclose the other Party’s Confidential Information and use it only as permitted in connection with this Agreement. Each Party shall treat the other Party’s Confidential Information with the same care used to prevent the unauthorized disclosure of its own Confidential Information, which shall not be less than the care a reasonable businessperson would undertake in similar circumstances. Each Party shall only disclose Confidential Information to their Representatives if the following circumstances have been met: (i) the Confidential Information is necessary for Representatives to fulfill their job duties and (ii) the Representatives are bound by confidentiality obligations similar to or more restrictive than the obligations in this agreement. Except with regard to

Representatives who meet the conditions for disclosure set forth above or as required under Applicable Law, and as set forth in any applicable DPA, BAA, or other Exhibit, Confidential Information shall not be disclosed to any third party without the written consent of the Party who owns the Confidential Information. Each Party shall be liable for their respective Representatives' breach of this section. In the event that a Party is required to disclose the other Party's Confidential Information pursuant to a subpoena or any Applicable Law ("Disclosing Party"), the Disclosing Party shall promptly inform the Party whose Confidential Information may be disclosed, in writing, of the circumstances and cooperate, to the extent permitted by Applicable Law, with that Party's efforts to seek a protective order or other relief.

7. **Destruction and Return of Client Information.**

   a. Definition. Client Information is information that Ethico collects, receives, or processes from Client pursuant to fulfilling the purposes of this Agreement. Client Information is considered a sub-set of Confidential Information and includes Personal Data (as defined below) but does not include Usage Data.

   b. Destruction. Within ninety (90) days of the completion of Ethico's services for Client and/or termination of this Agreement, or earlier upon Client's written request following the termination of the Agreement, Ethico shall delete or destroy all Client Information in its possession in such a manner that Client Information cannot be read or reconstructed, except that 1) Ethico shall retain one secured copy of Client Information transferred under this Agreement for the purpose of establishing compliance with any Applicable Laws or for maintaining or defending any disputes related to this Agreement and 2) Ethico shall retain any Client Information stored in its backup infrastructure for business continuity, which will be deleted pursuant to Ethico's data retention schedule. Ethico shall continue to abide by its Confidentiality and Data Privacy obligations for any Client Information it continues to hold beyond the termination or expiration of the Agreement. Client agrees and acknowledges that if it does not provide written instructions to Ethico directing

that Client Information be destroyed that Ethico may retain and delete such Client Information according to its internal data retention policies.

c. Return of Client Information on MyCM. Client understands and acknowledges that it has the ability to export its own Client Information from MyCM at any time and at no additional cost prior to the expiration or termination of the Agreement. If Client decides not to export Client Information on its own and instead elects to have Ethico perform the work of exporting Client Information from MyCM to Client, these actions by Ethico will be completed at Client's expense, pursuant to an Order Form which shall specify Ethico's standard export process of Client Information or any additional modifications or customizations requested by Client. Upon written request, Ethico shall provide to Client a written certification by an officer of Ethico confirming that the return or destruction of Client Information has been completed.

8. **Data Privacy.**

a. Relationship Between the Parties. Client shall act as Controller (or a "Business") and Ethico shall act as Processor (or a "Service Provider"), as defined under Applicable Laws related to data privacy and data protection. Ethico shall process information that is used or could be used to identify an individual, directly or indirectly ("Personal Data") at the written direction of Client, including what is contemplated in this Agreement and in order to improve Ethico's Services. Client understands that as Controller it is ultimately responsible for obtaining, if required, any consent of any individual whose Personal Data may be processed pursuant to this Agreement ("Data Subject").

b. Compliance with Applicable Privacy Laws. Both Parties agree to comply with all applicable data privacy laws, rules, and regulations ("Applicable Privacy Laws").

c. Purpose of Processing and Written Instructions. The purpose of such processing Personal Data shall be to fulfill the terms of this Agreement. Client's written instructions to Ethico shall include any instructions or processes set forth or contemplated in this Agreement, including any attached Order Forms or Exhibits, and other written instruction later provided by Client via email, except where

Ethico believes that instruction would violate Applicable Privacy Laws, in which case, Ethico will promptly inform Client of its objection to the instruction.

d. Data Transfers**.** Client acknowledges and agrees that Personal Data is transferred to and stored in the United States of America ("United States"). Ethico is self-certified under the Data Privacy Framework ("DPF"), which it utilizes as its valid data transfer mechanism for any Personal Data that is transferred from the United Kingdom, European Economic Area, and/or Switzerland to the United States. Client will promptly notify Ethico if it believes that additional controls or other measures need to be put in place related to data transfers between any other jurisdictions in order to comply with Applicable Privacy Laws.

e. Authorization to Use Sub-Processors. Client agrees that Ethico shall be authorized to use third parties to process Personal Data ("Sub-Processors") in the performance of this Agreement. Ethico agrees that it shall only use Sub-Processors who agree to abide by the same or similar data privacy provisions in this Agreement when processing Personal Data on behalf of Client.

f. Security of Personal Data. Ethico agrees to use reasonable methods and safeguards to protect Personal Data, including implementing, maintaining and applying appropriate technical and organizational security measures to protect against any unauthorized collection, use, or disclosure of Personal Data, which includes maintaining SOC 2 certification. Ethico certifices that its security measures complies with KRS 61.932(2).

g. Notification of Breach. In the event of a breach of Personal Data by Ethico or its Sub-Processors, Ethico shall promptly notify Client of the breach and take the necessary steps to identify, prevent, and mitigate the breach. Following prompt notification to Client, Ethico shall continue to cooperate with Client to provide additional information that Client may reasonably request from Ethico and/or its Sub-Processors related to said breach. For the purpose of clarity, a reasonable request may include any requests made pursuant to the fulfillment of any reporting

requirements of KRS 61.931 et seq. Ethico shall be responsible for the cost of the notification and investigation requirements under KRS 61.933 when a security breach, as "security breach" is defined by KRS 61.931, is suffered by Ethico or its Sub-Processors.

h. Confidentiality and Limited Access to Personal Data. Ethico requires all its employees to sign confidentiality agreements at the start of their employment and complete an annual privacy training. Ethico maintains policies and procedures to ensure the security and confidentiality of Personal Data. Ethico restricts access to Personal Data to only those Ethico employees and Sub-Processors who need access to such Personal Data in order to complete the requirements of this Agreement.

i. Data Subject Rights. Both Parties agree to respect the applicable legal rights of Data Subjects regarding their Personal Data. Should a Data Subject make a request directly to Ethico to exercise their privacy rights, Ethico, as the Processor, will promptly inform Client of the request, and Client will promptly (i) respond to the request directly or (ii) provide written instruction to Ethico on how to respond.

j. Personal Data Deletion. Client is responsible for directing Ethico when to delete any Personal Data that Ethico may hold throughout the course and following termination of the Ethico Agreement. Except as otherwise agreed upon in writing between the Parties, the return and deletion of Personal Data shall be subject to the same procedures and restrictions as set forth in the Destruction and Return of Client Information section of this Agreement.

k. Order of Precedence. If the Parties have executed a Data Processing Addendum ("DPA") in connection with this Agreement, the DPA shall govern and control solely with respect to the processing of Personal Data to the extent of any conflict or inconsistency between the DPA and this Section 8.

9. **Usage Data.** Client authorizes Ethico, as part of the Services, to access and compile information related to the use of Services ("Usage Data") to operate, analyze, improve, support, and report on the Services, including benchmarking and reports. Ethico will not

disclose Usage Data externally unless it is a) de-identified so that it does not identify any entity or individual and b) aggregated with data across other customers.

10. **Intellectual Property.**
    a. Ownership. Each Party shall retain all right, title, and interest in any copyrights, trademarks, patent rights, and other intellectual property or proprietary rights it has acquired or developed prior to or outside the scope of this Agreement. Neither Party will acquire any right, title, or interest in the intellectual property rights of the other Party by virtue of its performance under the Agreement. For the avoidance of doubt, Client shall retain all right, title, and interest in any intellectual property that it inputs into Ethico's proprietary software or that it provides to Ethico to process under the terms of this Agreement, including any derivative works. Notwithstanding the foregoing, Ethico shall have the right to access and compile Usage Data.
    b. No Implied Rights. Unless expressly granted in writing, all intellectual property rights remain the exclusive property of the original owner.
    c. Limited License for Formatting. Client grants Ethico, for the Term of the Agreement, a limited, non-exclusive, non-transferable, royalty-free license to format Client's intellectual property, specifically its trademarks and service marks, for optimal display and functionality within the Services.

11. **Liability Insurance.**
    a. Minimum Insurance Coverage. During the term of this Agreement, Ethico will maintain, at its own expense, the minimum amounts of insurance coverage as specified below:
        1. General Comprehensive Liability Insurance of in an amount of at least $1,000,000 for bodily injury (including death) and property damage.
        2. Commercial General Liability ("CGL") and/or Umbrella Liability insurance written on ISO Occurrence form CG 00 01 12 07 or equivalent, written on an occurrence form, with a limit of not less than $2,000,000 per each occurrence.

3. Professional Liability/Errors and Omissions coverage covering the liability for any financial loss due to negligent error or omission of Ethico or its employees and agents with a policy limit of $2,000,000 per event.
4. Cyber Liability including network security and privacy risks. Coverage will include unauthorized access, failure of security, wrongful disclosure, collection, or other negligence in the handling of Confidential Information, privacy perils, data breach expenses, and consumer notification expenses, in an amount not less than $5,000,000.
5. Workers Compensation and Employers Liability Insurance meeting minimum statutory requirements.
6. Commercial Umbrella and/or Employers Liability Limits of no less than $1,000,000 each accident for bodily injury and $1,000,000 each employee for bodily injury by disease.
7. Automobile Liability and/or Umbrella Liability insurance with limits of not less than $1,000,000 each accident.

12. **Warranty and Disclaimer.**

a. Warranty. Ethico warrants that (i) its Services will be provided in a professional manner in accordance with industry standards and (ii) the Services will conform with the descriptions set forth in any applicable Order Form. Ethico's exclusive obligation, and Client's sole remedy, for breach of these warranties will be (i) to re-perform the Services at no additional charge, and (ii) at Ethico's sole option, to repair or replace any such non-conforming Services or to refund the Fees paid by Client for such non-conforming Services. Any replacement Services are subject to this same warranty. These warranties will not apply if the Services are: (i) modified or altered in any way (other than by Ethico or with the specific prior written consent of Ethico); (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that Ethico may make available from time to time; (iii) used in any manner or for any purpose not specifically permitted by this

Agreement, or (iv) disrupted due to virus, malicious software, or any other disruptive programs that are introduced, intentionally or unintentionally.

b. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ETHICO DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, DELIVERABLES, OR ETHICO'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY OR VERACITY OF INFORMATION, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT MIGHT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE BETWEEN THE PARTIES. ETHICO EXPRESSLY DOES NOT WARRANT THAT ITS SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES.

c. NO LEGAL SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT ETHICO IS NOT ENGAGED IN THE PRACTICE OF LAW AND THAT ANY INFORMATION PROVIDED IN ITS SERVICES OR PROVIDED BY ITS EMPLOYEES OR AGENTS MAY NOT BE RELIED UPON AS LEGAL ADVICE. ETHICO SHALL HAVE NO LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY RELATING TO OR RESULTING FROM THE USE OF ITS SERVICES AND THE INFORMATION INCLUDED THEREIN, OR ANY ERRORS IN OR OMISSIONS THEREFROM. ETHICO WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CLIENT AS A RESULT OF THE PERFORMANCE BY ETHICO OF ITS SERVICES.

d. CLIENT RESPONSIBLE FOR USE OF SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, CLIENT IS FULLY RESPONSIBLE FOR ITS USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO ANY USE OR LACK OF USE THAT MAY RESULT IN ANY STATUTORY OR REGULATORY PENALTIES OR FINES OR LAWSUITS. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF THE SERVICES DO NOT GUARANTEE THAT CLIENT

WILL MEET ANY SPECIFIC REQUIREMENTS OF ANY SPECIFIC LAW, REGULATION OR GUIDELINE AND THAT IT IS THE RESPONSIBILITY OF CLIENT TO UTILIZE THE PRODUCTS OR SERVICES IN A WAY THAT MEETS ANY SUCH LAWS, REGULATIONS, OR GUIDELINES THAT CLIENT HAS IDENTIFIED.

e. NO GUARANTEE ON VERACITY OF INFORMATION. CLIENT ACKNOWLEDGES AND AGREES THAT ETHICO DOES NOT GUARANTEE NOR WARRANT THE VERACITY OF INFORMATION RECEIVED BY ETHICO FROM ANY REPORTER TO THE HOTLINE OR MYCM OR ANY PUBLIC SOURCE AND THAT ITS ONLY RESPONSIBILITY WITH REGARD TO VERACITY OF INFORMATION IS TO ACCURATELY CONVEY TO CLIENT THE INFORMATION IT RECEIVES FROM ANY OF THESE SOURCES. FURTHERMORE, ETHICO IS NOT RESPONSIBLE AND SHALL NOT BE LIABLE FOR ANY ACTION OR INACTION CLIENT MAY TAKE BASED ON INFORMATION ACCURATELY RELAYED TO CLIENT BY ETHICO, INCLUDING ANY MISUSE OR ABUSE OF INFORMATION APPROPRIATELY OBTAINED BY ETHICO AND CONVEYED TO CLIENT PURSUANT TO THIS AGREEMENT.

f. INFORMATION SENT VIA INTERNET. EXCEPT AS IT PERTAINS TO THE REQUIREMENTS OF SECTION 8, IN NO EVENT SHALL ETHICO BE LIABLE FOR ANY LOST OR DELAYED E-MAIL MESSAGES OR ATTACHMENTS, OR DAMAGES CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS THAT WERE NOT CAUSED BY ETHICO.

13. **Termination.**

a. General. The Agreement, or any Applicable Order Form, may be terminated under the following circumstances:

- Either Party may terminate the Agreement in the event of a material breach by the other Party; or
- Ethico may terminate the Agreement in the event of nonpayment or late payment of Fees; or
- Ethico acknowledges that Client is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated

funding. In the event that such funding is not appropriated in a future fiscal year, Client's obligations under this Agreement shall automatically expire without penalty to the Client thirty (30) days after written notice to Organization. Client shall exercise any application of this provision in good faith.

b. Opportunity to Cure. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific nature of the breach and shall request that it be cured within a specified time period of thirty (30) days or more. The Parties agree to work together in good faith to cure any alleged or actual breach. If the breaching Party does not cure the breach within the specified time period to cure, the non-breaching Party may terminate the Agreement, effective on the date specified in the written notice.

c. Reimbursement or Payment of Fees. In the event that Ethico is the breaching Party and is not able to cure the breach within the specified time frame, Ethico shall reimburse Client for any Fees for Services paid in advance and not rendered or delivered while the Agreement was in effect. In the event that Client is the breaching Party, and Ethico exercises its right to terminate, Client is responsible for all outstanding Fees due to Ethico, which shall be due and payable immediately upon termination.

d. Revocation of All Licenses. Upon termination or expiration of this Agreement, all licenses granted herein will terminate.

e. Termination of an Order Form. In the event that either Party has the right to terminate the Agreement and has multiple Order Forms in place, the Parties may mutually agree, in writing and signed by each Party's duly authorized representative, to maintain the Agreement and terminate only the Order Form that gave rise to the right to terminate.

14. **Indemnification.**

a. By Ethico. Ethico agrees to indemnify and hold harmless Client and its respective affiliates (which shall include any companies that are owned or controlled by Client), directors, officers, employees, agents, subcontractors and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments, in whatever jurisdiction brought, under either federal or state law, from any and all actions, liabilities, damages, claims or expenses of any kind, including reasonable attorneys' fees, brought by any third party against Client and which arise from (i) Ethico's willful violation of Applicable Law in relation to this Agreement, (ii) claims that Ethico is deliberately infringing or misappropriating any third-party intellectual property rights, or (iii) Ethico's violation of the Confidentiality section of this Agreement.

b. Indemnification Notice. The Party who is seeking indemnification ("Indemnified Party") must promptly provide Notice to the Party from whom indemnification is being sought ("Indemnifying Party") and set forth all relevant facts and circumstances related to any indemnification claim.

15. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT, AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE CUMULATIVE VALUE OF FEES PAID UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. THESE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO THE COST OF THE NOTIFICATION AND INVESTIGATION REQUIREMENTS UNDER KRS 61.933, DAMAGES ARISING OUT OF BREACHES OF CONFIDENTIALITY OBLIGATIONS, DELIBERATE

VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PAYMENT OF FEES. NO CLAIM OR ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER SAID CAUSE OF ACTION ARISES.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws of the State of Kentucky, in the United States of America, without regard to the choice-of-law rules thereof.
17. **Force Majeure.** A Party will not be deemed to be in breach of its obligations under this Agreement to the extent that a failure to perform is due, in any substantial part, to factors beyond its reasonable control, including, without limitation, civil disorder, disruptions of telecommunications services and/or third party internet service providers, outside electrical failures, cyberattacks on a Party's internal systems or on the internal systems of third parties which host a Party's infrastructure (including internet service providers and telecommunication providers), labor disputes, pandemics, governmental restrictions, fires, explosions, earthquakes, drought, tidal waves and floods, unusually severe weather, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, or military or usurped power, civil war, contamination, riot, commotion, strikes, go-slows, lockouts disorder, acts or threats of terrorism or other events beyond the control of a Party (each a "Force Majeure").
18. **Independent Contractor; No Agency.** Client is retaining Ethico as an independent contractor. Nothing in this Agreement shall be construed to create a joint venture, partnership, or any employment relationship between the Parties or between its employees or subcontractors. Unless otherwise expressly provided by written agreement, neither Party shall be liable for any of the obligations, liabilities or debts of the other Party. Neither Party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, nor shall either Party have any right, power, or authority to create any obligation or responsibility on behalf of the other.

19. **No Waiver.** Any delay in enforcement of any provision or rights set forth in this Agreement shall not constitute a waiver of the enforcement of any such provision or rights, unless such waiver is in writing and signed by the waiving Party.
20. **Survival.** Upon expiration or termination of this Agreement, all terms and conditions of this Agreement that, by their sense and content, are intended to survive the expiration or termination of this Agreement, shall survive, regardless of the reason of such expiration or termination, including, but not limited to Fees, Payment, Confidential Information, Data Privacy, Limitation of Liability, and Governing Law.
21. **Headings.** Headings contained herein are for convenience only and shall not affect the interpretation of the Agreement.
22. **Counterparts**. This Agreement may be executed in counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other Party via email. Electronic signatures and/or scanned copies of hard copy signatures shall be deemed to be original signatures.
23. **Severability.** If any part of this Agreement shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, then such part shall be construed to reflect the original intention of the Parties, to the extent permitted under Applicable Law, and all remaining parts of this Agreement shall remain in full force and effect insofar as reasonably possible.
24. **Notice.** Notice under this Agreement means written notification sent to a Party via postal mail or email. Notices to both Parties should be sent to the address listed in the “For Notice” section of the Contact Information section of this Agreement.
25. **Amendments.** Any subsequent appendixes, annexes, or amendments to this Agreement must reference this Agreement and be executed by a duly authorized representative of each Party.
26. **Assignment.** The terms of the Agreement shall be binding on the Parties and their respective successors. Neither Party may sub-license, assign, transfer or delegate its rights, duties, or obligations under this Agreement (in whole or in part) to any person or entity without the prior written consent of the other Party, except that either Party shall

be permitted to fully assign this Agreement (and any Amendment hereto) to the purchaser of all or substantially all of its assets or business to any successor by merger, consolidation, or similar corporate action, and, in the case of Client, where an assignment changes the Service Quote of any Order Form (including, but not limited to, employee count or search base population), the Parties shall renegotiate the Fees as set forth in the Fee Basis and Renegotiation section of this Agreement to reflect said changes.

27. **Entire Agreement.** This Agreement, including any attached Order Form, applicable DPA or BAA, and any other Exhibit, shall constitute the complete and entire expression of the agreement between the Parties, and shall supersede any and all other agreements, whether written or oral, electronic or otherwise, between the Parties.
28. **Contact Information:**

Client's full legal name

State of organization and Type of legal entity

Address

Billing Street Address	**Client Liaison:**	Client Liaison	**Ethico Liaison:**	Account Management Team
Billing Point Of Contact	Title: Chris Ensslin	Title Director	Title:	Billing Email
Billing Phone 859-258-3206	Street:	Notice By Mail	Street:	8615 Cliff Cameron Dr. Suite 290 Charlotte, NC 28262
Street Address	E-mail:	Email	E-mail:	accountmanagement@ethico.com
Electronic Notice	Phone: 859-258-3206	Phone	Phone:	D (704) 547-9000
	For Billing:			
	Invoices To:		**Payments To:**	Team Billing
	Street: 200 East Main St.		Street:	8615 Cliff Cameron Dr.

200 East Main St. Lexington, KY 40507			Suite 290 Charlotte, NC 28262
	E-mail:	E-mail:	teambilling@ethico.com
	Phone:	Phone:	800-617-0415
For Notice:	859-258-3206		
			8615 Cliff Cameron Dr. Suite 290 Charlotte, NC 28262
			accountmanagement@ethico.com

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement to be effective as of the Effective Date:

Acknowledged and agreed:

CLIENT: Lexington-Fayette Urban County Governmet	**ETHICO:**
Authorized Signature:	**Authorized Signature:**
	Nick Gallo
Name: Linda Gorton	**Name:** Nick Gallo
Title: Mayor	**Title:** Co-CEO
Effective Date:	**Effective Date:**
	Sep 21, 2026

Exhibit A - Order Form

This Order Form Exhibit (“Order Form”) is issued pursuant to the Ethico Agreement between Ethico (“Ethico”) and Lexington-Fayette Urban-County Government (“Client”) and effective as of the date both Parties have signed this Order Form. This Order Form is subject to the terms and conditions contained in the Agreement between the Parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Scope and the terms of this Agreement, the terms of this Order Form shall govern and prevail.

Services. This section defines the Services to be provided by Ethico to Client under this Agreement.

Ethico Hotline Service.

Ethico has developed a third-party hotline monitoring and reporting service ("Ethico Hotline"), which engages in the business of providing organizations with toll-free telephonic answering, reporting and tracking of compliance and ethics concerns. This section describes the Ethico Hotline Service as provided by Ethico.

1. Ethico will provide or service a dedicated toll-free number or local number for receipt of information from Client's employees, agents, and/or other designated parties, who may have concerns or knowledge relative to illegal or unethical acts, breaches of company policy, or any other information relating to Client's properties, employees, or operations. Should the Agreement be terminated for any reason, by either Party, Ethico shall promptly cooperate with any request to transfer any and all dedicated toll-free numbers used to service Client (or its designee). All rights of Ethico, thereafter, to the number(s) shall be terminated, including responsibility charges related to such number(s). In connection therewith, Ethico shall execute all agreements and documents requested by any carrier or reasonably requested by Client to affect such assignment, and Client shall promptly reimburse Ethico for any cost and expenses in connection with such number(s) and the associated account(s) following such assignment.
2. Ethico will provide telephone operators that have been trained and are knowledgeable in the areas of compliance and ethics and in interviewing and documenting information via telephone. The telephone operator will document all relevant reported concerns and prepare a detailed, structured report for delivery to Client. The report will be submitted to Client via an agreed upon communication method by the operator.
3. The Ethico Hotline will operate twenty-four (24) hours a day, seven (7) days a week, for receipt of incoming calls. All incoming calls, regardless of the time of receipt, will be answered by an operator unless otherwise agreed.

4. Client will designate an individual(s) within its organization to act as the liaison in the development of reporting procedures between Ethico and Client and to serve as the recipient of all documented reporting from Ethico Hotline. All reporting processes will be specifically defined in writing ten (10) days prior to start of services and updated, from time to time, with approval of Ethico. If reporting process documentation is not delivered to Ethico within ten (10) days of start of service, then Ethico will initiate services using its standard practices and basic profile settings. These settings can be subsequently changed in writing with the approval of Ethico.
5. Calls are defined as actual reports initiated by caller and include initial reports, follow-up reports, and information only reports (RFI). Unless excessive, prank phone calls and hang-ups are not included in the definition of a call. No changes to unlimited call volume will happen within the first year from the Effective Date of the Agreement, unless volume is more than two (2) standard deviations (approximately 48%) above expectations from the Ethico Hotline Benchmark Report. The Ethico Hotline Benchmark Report is an annual report published by Ethico that reviews key metadata metrics and compares them against the industry standard to determine the norm for organizations based on their profile, such as industry and company size. On the anniversary of the Effective Date and thereafter, Ethico will evaluate actual call volumes against benchmark standards and provide Client with written notice (via email) of any divergence. If actual reports materially exceed benchmark standards, Client and Ethico agree to modify pricing or service within reasonable time after written notice by either Party, cooperation with which client will not unreasonably withhold. If Client does not provide reasonable and timely cooperation with modification efforts, Ethico reserves the right to modify service, publication, performance, or contract to realign service to benchmark standards.
6. For services with an Annual Utilization Limit (“AUL,” defined as Client’s permitted call and report maximums each year, as set forth in the Service Quote), Ethico shall be responsible for all phone charges applicable to Ethico Hotline, with the exception of charges for language translation services and other third-party services, which will be passed on at cost to Client (including the cost for processing) by Ethico. For services with an unlimited AUL, at the end of the first year of the Initial Term, Ethico will evaluate actual call volumes for language translation and other third-party services against our industry standard benchmark. If these call volumes fall outside of the benchmark, Ethico reserves the right to pass on language translation and other third-party services costs to Client (including cost for processing) for the remaining term of this Agreement.
7. Any additional licenses added during a term of this Agreement will be priced as defined below in the Service Quote.
8. Unless otherwise specified, Client will designate a maximum of a) three (3) Client contact points (liaisons who handle issue intake (each contact should be designed as a primary contact, secondary contact, and tertiary contact and provide at least one means of contact such as an email address or phone number) for severity notification, b) three (3) custom directives (specialized instructions or statements from Client for handling intake and that are approved by Hotline Operations), and c) three (3) custom questions (specialized questions from Client to be used during the intake process that are approved by Hotline Operations). Compound questions (questions that combine two or more questions into a single sentence)

will not be allowed. Requests for additional customization or service standards are subject to additional Fees.

9. If indicated in the Service Quote, Ethico will provide an integrated texting (SMS) service ("Texting-Enabled Reporting") for the receipt of information from Client's employees, agents, and/or other designated parties, who may have concerns or knowledge relative to illegal or unethical acts, breaches of company policy, or any other information relating to Client's properties, employees, or operations. As per Ethico standard practices, the Texting-Enabled Reporting service will allow reporting parties to answer a defined set of questions which, once completed, will be documented and submitted to Client, via an agreed upon communication method. Ethico shall be responsible for all phone number and receipt charges applicable, with the exception of message and data rate charges that may apply to reporting parties (based on their specific provider and plan). SMS Texting services will only be provided on phone numbers located in North America.
10. **Service Tiers.** Client will receive the Service Tier and options itemized in the Service Quote:

    a. **Hotline Essential.** Subscription to this Tier includes:
        - Subscription to this Tier includes the Core Question Interview
        - Core Question Interview can be configured with up to seven (7) questions
        - Up to two (2) standard Directives with no customization
        - Custom Greeting with a limit of 200 characters
        - The Standard SLA for Report Turnaround time is 24 hours
        - The average call should not exceed 12 minutes in duration
        - Phone call notification to one (1) designated Client representative for high severity reports
        - Ability for the Reporter to provide documentation (through a Client supplied email address) as a supplement to the report they are making over the phone

    b. **Hotline Professional.** Subscription to this Tier includes:
        - Subscription to this Tier includes an adaptive Interview
        - Adaptive Interview with up to six (6) custom Questions
        - Five (5) custom Directives
        - Custom greeting with a 350 character limit
        - The Standard SLA for Report Turnaround time is 24 hours
        - Most reports are sent in an average of 4 hours
        - The average call should not exceed 18 minutes in duration
        - Client should notify Ethico if 25% of expected call volumes will occur outside of normal business hours, Monday through Friday, Eastern Standard Time
        - Phone call notification for high severity reports to up to three (3) designated Client representatives until one (1) is reached
        - Ability for the Reporter to provide documentation (through a Client supplied email address) as a supplement to the report they are making over the phone

MyComplianceReport.

Ethico has developed an online application known as www.MyComplianceReport.com ("MCR"), for receipt of information from Client's employees, agents, and/or other designated parties, who may have concerns or knowledge relative to potentially illegal or unethical acts, breaches of company

policy, or any other information relating to Client's properties, employees, or operations. This section describes the MyComplianceReport Service as provided by Ethico.

1. **License Grant.**
    a. Ethico hereby grants to Client a nonexclusive, non-transferable, revocable license to search, retrieve, display, print and download information contained within MCR via the Internet.
    b. It is expressly understood that no title to or ownership of MCR, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other parties any such information about MCR that is reasonably necessary for Client to conduct its daily business.
2. **Access to and Use of MCR.**
    a. Upon execution of the Ethico Agreement and completion of Ethico's MCR implementation procedures, Ethico shall grant Client access to MCR, along with company access identification.
    b. Access to MCR shall be provided twenty-four (24) hours a day, seven (7) days a week, except during Scheduled Downtimes, as defined in this Order Form, maintenance and reasonable downtimes, when access will not be available.
    c. Data transmission and computer link to MCR via the Internet shall be the exclusive responsibility of Client.
    d. Client represents and warrants and expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to MCR for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from MCR for the purpose of creating or contributing to any product or service that will serve as a substitute for, or alternative to, MCR or (iv) assert any proprietary rights to any portion of MCR, or any information contained within MCR or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
    e. If translation services for MCR are required or requested, the cost will be passed on at cost to Client (including cost for processing) by Ethico.
3. **Product Support**. Ethico will provide Client telephone support from 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, to provide Client with assistance in resolving problems, answering questions related to MCR, and reporting suspected defects or errors in MCR. Client may report service issues twenty-four (24) hours a day via the Ethico ticket system at **support@ethico.com**. Ethico will respond based on the case priority descriptions below:
    a. Level 1: Assigned to an error/issue that causes production to go down and Client is unable to use MCR, or an error or condition that causes performance degradation, resulting in critical impact to operations. No alternative solution is available. Ethico will provide an initial response within one (1) business hour and will resolve the issue with four (4) business hours.
    b. Level 2: Assigned to an error/issue that is not Level 1, but is a reproducible error in MCR that affects Client's usage of MCR or data integrity. Operational workarounds may be employed and are deemed acceptable for the short term, but are unacceptable for the

long term. Ethico will provide an initial response within four (4) business hours and will resolve the issue within twelve (12) business hours.

c. Level 3: Assigned to an issue that is not Level 1 or Level 2, but minimally affects Client's usage of the MCR or data integrity. Operational workarounds may be employed and are deemed acceptable for the short term and long term. Will consider a patch for the next release/update. Ethico will provide an initial response within eight (8) business hours and will follow up within twenty-four (24) business hours.

4. **Emergency and Escalation Management.** Should MCR become unavailable outside of regular support hours or if Client suspects a service outage, Client should contact the **Ethico Escalation Call Center at +1 800-617-0415**. The call center will contact the "on call" Ethico IT support team member and a member of Ethico management. The on-call Ethico IT support team member will contact Client to resolve any issues as expeditiously as possible.
5. **Service Level Agreement ("SLA")**. Ethico agrees that, during the Term of this Agreement, MCR will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given month, Client will be eligible to receive a Service Credit as defined in Section 7 below.
6. **Scheduled Downtime.** Ethico will notify Client in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.
7. **Service Credits**. In the event that service to MCR is interrupted beyond the SLA, Ethico will credit Client 10% of 1/12th of Client's annual MCR fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual MCR fee.
8. The standard MCR form includes standard questions, which can be modified with Ethico approval at no charge prior to implementation and setup. Requests for additional customization or service standards are subject to additional Fees.
9. **Service Tiers.** Client will receive the Service Tier and options itemized in the Service Quote:
    a. **Web Form (MCR) - Essential.** Subscription to this Tier includes:
        - Unlimited usage of one (1) web form
        - Includes 5 standard questions and up to 5 client-selected custom questions (10 total questions)
        - Questions configured by Ethico in English, with the option to subscribe to one (1) additional standard language
        - Configurable disclaimer messaging with references to Client toll-free numbers and Terms & Conditions
        - Optional European Union disclaimer
        - Configurable Frequently Asked Questions (FAQs)
        - File upload capability to update all Client locations
        - Unlimited locations, categories, and involved parties supported on the form
        - Reports submitted via MCR are not reviewed for high severity

- Reports are delivered directly to assigned Client users upon submission

b. **Web Form (MCR) - Professional.** Subscription to this Tier includes:
   - Unlimited usage of one (1) web form
   - Configured by Ethico in English, with the option to subscribe to up to three (3) standard languages
   - Supports up to 30 custom questions across all categories
   - Branching logic supported for each question and configurable by Client
   - Configurable disclaimer messaging with references to Client toll-free numbers and Terms & Conditions
   - Optional European Union disclaimer
   - Configurable Frequently Asked Questions (FAQs)
   - File upload capability to update Client locations
   - Unlimited locations, categories (including category grouping), and involved parties supported on the form
   - Optional phone notification for high severity reports or when specific parties are involved (additional fee)
   - Includes configuration of EcoBot (Ivy) for MCR intake
   - EcoBot provides a chat-based reporting experience integrated with MCR categories and questions
   - EcoBot can be configured by Client to adjust question order, reduce question count, disable related subject questions, and customize the farewell message
   - EcoBot automatically appears on the Client's MCR page upon subscription
   - EcoBot may be installed on additional web pages for an additional fee
   - Client provides domains/URLs for external EcoBot installations; Ethico supplies the required installation script

c. **Compliance Portal.**
   - Customizable portal branded with the Client's logo, images, colors, text, and links to Client-selected content
   - Includes a welcome banner and/or company statement
   - Company logo or logo banner display
   - One (1) landing page image
   - Up to three (3) hex code color options
   - Optional Contact Us link to the Client's website
   - One (1) resource page with up to three (3) resource dropdowns to house documents such as Code of Conduct, company policies, and/or reporting FAQs
   - Standard reporting FAQs included, with the option to substitute Client-provided FAQs
   - Up to five (5) interactive buttons linking to the Client's Ethico compliance reporting form and/or disclosure reporting URLs (when applicable by contract)
   - One (1) button to display a hotline number
   - One (1) dropdown to display multiple reporting hotline numbers (when applicable by contract)

- Portal URL options include either one (1) generic Ethico-selected URL that a Client-owned domain may redirect to, or one (1) Client-selected vanity URL hosted and secured on the Ethico domain
- Vanity URL subscription renews annually
- Vanity URL may be purchased for $1,500 upon termination of services
- All hotline numbers and Ethico-assigned URLs remain the sole property of Ethico upon termination of services
- All portals are mobile-optimized

d. **EcoBot Ivy.**

- Chat-based reporting tool that allows reporters to initiate concerns through a simple, user-friendly interface
- Fully integrated with the Client's MCR form so categories and questions align with the configured MCR intake
- Automatically appears on the Client's MCR page upon EcoBot subscription
- Can be installed on external sites such as employee portals for broader accessibility
- Client may configure Ivy by changing question order, reducing the number of questions, disabling related subject questions, and customizing the farewell message
- Installation is quick and requires no additional configuration when used on the MCR page
- Ivy may be installed on multiple web pages for an additional fee
- For installations outside of MCR, Client provides the domains or URLs and Ethico supplies the required installation script
- Installation script is only required for deployments outside of the MCR page

EcoBot Ivy.

- Chat-based reporting tool that allows reporters to initiate concerns through a simple, user-friendly interface
- Fully integrated with the Client's MCR form so categories and questions match the configured MCR intake
- Automatically appears on the Client's MCR page upon EcoBot subscription
- Can be installed on external sites such as employee portals for expanded accessibility
- Client may configure Ivy by changing question order, reducing the number of questions, disabling related subject questions, and customizing the farewell message
- Installation on the MCR page is quick and requires no additional setup
- Ivy may be installed on multiple web pages for an additional fee
- For installations outside of MCR, Client provides the applicable domains or URLs
- Ethico supplies the required installation script for deployments outside of the MCR page
- Installation script is only required for non-MCR web page deployments

MyComplianceManagement.

Ethico has developed a proprietary application identified as MyComplianceManagement ("MyCM") to be licensed to its clients. This section describes the MyComplianceManagement Service as provided by Ethico.

1. **License Grant.**
    a. Ethico hereby grants to Client subject to the terms and conditions set out in this section and any “Additional License and Maintenance Addendum” hereto, a nonexclusive, nontransferable revocable license to use MyCM and the related documentation ("User Documentation") for the duration of this Agreement.
    b. The grant of the license entitles Client to utilize licenses on a named user basis.
    c. It is expressly understood that no title to or ownership of MyCM application, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about the application which is necessary for Client to conduct its daily business.
2. **Access to and Use of MyCM.**
    a. Upon execution and return of the Ethico Agreement and completion of the subsequent implementation process, Ethico shall issue usernames and passwords for access to MyCM as designated by Client. The number of usernames and passwords are defined under this Order Form.
    b. Access to MyCM shall be provided twenty-four (24) hours a day, seven (7) days a week, except during Scheduled Downtimes, as defined in this Order Form, maintenance and reasonable downtimes, when access will not be available.
    c. Data transmission and computer link to MyCM via the Internet shall be the exclusive responsibility of Client.
    d. Client represents and warrants and expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to MyCM for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from MyCM for the purpose of creating or contributing to any product or service that will serve as a substitute for, or alternative to, MyCM or (iv) assert any proprietary rights to any portion of MyCM, or any information contained within MyCM or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
3. **Product Support**. Ethico will provide Client telephone support from 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, to assist in resolving problems, obtaining clarification relative to MyCM, and reporting suspected defects or errors in MyCM. **Client may report service issues twenty-four (24) hours a day via the Ethico ticket system at support@ethico.com**. Ethico will respond based on the case priority descriptions below:
    a. Level 1: Assigned to an error/issue that causes production to go down and Client is unable to use MyCM, or an error or condition that causes performance degradation, resulting in critical impact to operations. No alternative solution is available. Ethico will provide an initial response within one (1) business hour and will resolve the issue with four (4) business hours.
    b. Level 2: Assigned to an error/issue that is not Level 1, but is a reproducible error in MyCM that affects Client’s usage of MyCM or data integrity. Operational workarounds

may be employed and are deemed acceptable for the short term, but are unacceptable for the long term. Ethico will provide an initial response within four (4) business hours and will resolve the issue within twelve (12) business hours.

c. Level 3: Assigned to an issue that is not Level 1 or Level 2, but minimally affects Client's usage of the MyCM or data integrity. Operational workarounds may be employed and are deemed acceptable for the short term and long term. Will consider a patch for the next release/update. Ethico will provide an initial response within eight (8) business hours and will follow up within twenty-four (24) business hours.

4. **Emergency and Escalation Management.** Should MyCM become unavailable outside of regular support hours or if Client suspects a service outage, Client should contact the **Ethico Escalation Call Center at +1 800-617-0415**. The call center will contact the "on call" Ethico IT support team member and a member of Ethico management. The on-call Ethico IT support team member will contact Client to resolve any issues as expeditiously as possible.
5. **Service Level Agreement ("SLA")**. Ethico agrees that, during the Term of this Agreement, MyCM will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given month, Client will be eligible to receive a Service Credit under Paragraph 7 below.
6. **Scheduled Downtime.** Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.
7. **Service Credits**. In the event that service to MyCM is interrupted beyond the SLA, Ethico will credit Client 10% of 1/12th of Client's annual MyCM fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual MyCM fee.
8. **Service Tiers.** Client will receive the Service Tier and options itemized in the Service Quote:
    a. **MyCM - Essential.** Subscription to this Tier includes:
        - Includes one (1) MyCM profile
        - Classic View and Case Overview formats for case management
        - Activity Log and Subjects tab for case tracking and visibility
        - Multi-Factor Authentication
        - Twenty-five (25) assignment rules configured by Ethico during implementation
    b. **MyCM - Professional.** Subscription to this Tier includes:
        - Includes one (1) MyCM profile
        - Includes all MyCM Basic and Essential features
        - Up to eight (8) hours of implementation engagement and configuration performed by Ethico
        - Up to eight (8) hours of post-implementation engagement and configuration performed by Ethico
        - Ability to create custom User Fields and custom Investigation Fields

- Includes fifty (50) assignment rules configured by Ethico during implementation
- Option to subscribe to up to 150 Administrator, Standard, and Lite user licenses configured by Ethico during implementation
- Unlimited post-implementation creation of assignment rules and user licenses
- Includes Corrective Action Plan (CAP) module
- Includes Campaign Management module
- Single Sign-On (SSO) and User Provisioning via Google, Microsoft Azure, or any SAML 2.0-compatible identity provider when itemized
- Reporting includes Crystal Reports (Issue Register, Overall Analysis, Top 5)
- Includes Custom Report Builder module
- Includes ECO Reports module with automated report scheduling and sharing
- Additional features or functionality available for additional fees

c. **Risk Assessment Module.**
- Web-based tool to create, distribute, and analyze organizational risk assessments
- Customizable assessment builder with drag-and-drop configuration, branching logic, and configurable risk scoringCampaign management with participant tracking and magic link distribution requiring no login
- Reporting includes interactive risk heat maps, category scoring, visual dashboards, and detailed data tables
- Access to a library of pre-built templates to accelerate assessment creation
- Automated risk scoring based on impact and likelihood values defined during assessment setup
- Supports single-select response types for quantitative risk scoring
- Client defines assessment content, scoring methodology, and assessment frequency
- Provides a structured framework for risk evaluation but does not guarantee regulatory compliance
- Accessible through an existing MyCM profile by Administrator users
- Standalone Risk Assessment subscriptions include one (1) Essential MyCM profile and two (2) Administrator licenses

9. **MyCM License & User Types.** Client will receive the quantity and type set forth in the Service Quote:
   a. **Administrator License.** This user has full access to account profile, settings, permissions, and cases. They can add and disable users, configure settings, and add/edit various options and user fields. The administrator has the best and most robust reporting capabilities. These characteristics are in addition to everything a Standard user can do.
   b. **Standard License.** This user has robust access to individual cases that they are assigned to. They can add and edit investigations, case notes, documents, status information, and more. They can add new cases to the system and utilize the internal case management system This user also has access to reporting features, but not as comprehensive as the Administrator.

c. **Lite License (Restricted).** This user has limited access to the system and features. They have read-only abilities, and have little case management functionality. Lite license users can review hotline cases and also run reports.

10. **Single Sign-On (SSO).**
    a. If Client uses Single Sign On to access the Services, this section applies. Ethico shall implement Single Sign-On ("SSO") between Client's software and Ethico's software platform, subject to the Parties' abilities to satisfy the security requirements of the other Party. Ethico shall cooperate with Client during all stages of implementing SSO, including any exploratory or information gathering stages. Ethico shall determine any project timeframes, including the final effective date; however, Client shall assist Ethico in determining reasonable timeframes by providing any information requested by Ethico. Both Parties shall support SSO through a number of federated identity standards including, but not limited to, SAML2.0 (Security Assertion Markup Language), OAuth (Open Authorization) and others as mutually agreed upon by both Parties. Both Parties shall maintain and support SSO in relation to the software or platforms that they control.
    b. SSO IDs are used in lieu of username/password credentials for authentication and are only shared with the respective SSO provider as required for authentication. Client shall authenticate each of its representatives ("User") prior to gaining access to the Services using the agreed upon SSO protocol. At the time Client attempts to access Ethico's web application, Client will identify and authenticate its User through the SSO process by employing commercially reasonable security practices accepted in the industry. After Client has authenticated its User, it will securely transmit the User's credentials to Ethico. Upon receiving the transmission, Ethico will authorize Client to access its Services through Ethico's web application upon verification.
    c. Should unauthorized access to Ethico's websites or other services occur through the negligent, willful or otherwise unlawful disclosure or use of SSO, Client shall indemnify Ethico against any losses, damage or hacking to Ethico's systems, Services, website, or business caused by such disclosure or use.
    d. User Provisioning. If included in the Service Quote, user provisioning capabilities will be a part of SSO. This will allow Clients to create licensed users with a set of predetermined permissions and settings. This will be based on the authentication group that they are assigned in Client's user directory. Client will need to send Ethico the group names and participants as a SAML attribute during the SSO implementation stage. This will ensure that the new users are successfully created with the correct permissions and settings granted.

Section name

Product

Professional Platform

Professional Case Management (MyCM)

- Custom User and Investigations Fields; Corrective Action Plan (CAP) and Campaign Management modules.
- 50 assignment rules, with unlimited self-configuration.
- Up to 30 User Licenses (Admin, Standard & Lite)
- Advanced Reporting: Crystal Reports, Custom Report Builder, ECO Reports, and scheduled sharing.

Professional Hotline

- An Adaptive Interview with up to 6 custom questions and 5 custom Directives.
- Custom Greeting (350-character limit).
- Phone notification to up to 3 representatives for high-severity reports.

Professional Web Form (MCR)

- Configuration in English and 3 additional standard languages (as itemized).
- Up to 30 custom questions with client-defined branching logic.
- Enhanced configurable disclaimer and FAQs with optional EU Disclaimer.
- Unlimited locations, category grouping, and involved parties.
- Phone notifications for high-severity reports or specific parties (additional fee).
- Includes EcoBot IVY and Portal access.

Professional Disclosure Form (MDR)

- Unlimited submissions on 3 forms with configurable messaging, submission dates, and disclaimers.
- Up to 50 questions with branching logic.
- Configurable Appendix and Attestation.
- Copy prior submissions (year-over-year) and auto-generate user accounts on the portal.
- Additional languages and functionality are available as add-ons.
- Includes Campaign Manager.

Standard Single Sign-On (SSO)

- Configured for MyCM User Licenses and Disclosure Forms (MDR). Standard SAML 2.0 SSO configuration (i.e. Google, Microsoft).

Custom Awareness Materials

- Up to 3 custom Awareness Materials in English. Designs can be updated or exchanged annually.

Implementation Services

- Getting Started: Implementation Specialist/Dedicated project manager, Ticket Number, prioritized in the work queue.
- Kickoff: Project specifics, technical contacts, project timeline, workbooks, project risk and needs assessment. (1-hour).
- Weekly check-ins: Timeline, deliverables, objectives, action items, progress levels (15-30 minutes ea.).
- Configuration: Build out, workbooks, need alignment, workflow planning, management options, platform access.
- Development: Technical work, custom project components, user acceptance testing (UAT).
- Quality Review: Key stakeholder feedback, software exploration, workflow automation.
- User Training: Software orientation, specified skills per component, issue intake, reporting, best practices (1-2 sessions; 1-3 hours total).
- Go-Live: Launch, direct support connection, dedicated CSM, CSAT open feedback.

One-time subtotal	$975.00
Recurring subtotal	$2,475.98 per year
Contract Terms:	3 Yr Initial; 2 Yr Renewal
Billing Terms:	Annual/Advance
Payment Terms:	Net 30
User Population:	3,200
Annual Utilization Limit:	120 Reports
Toll-Free Number:	Provided By Ethico
MCR Languages:	N/A
# of Licenses:	3 Admin, 5 Standard, and 5 Lite
SSO Provider:	Microsoft
Total Subscription Fees:	**$3,450.98**