

ORDER FORM 449235

I. GENERAL INFORMATION

CUSTOMER INFORMATION:

Name: **Lexington-Fayette Urban County Government ("Customer" or "Client")**

Address:

County Government, 200 Main Street

Lexington, KY 40507

United States

BILLING INFORMATION:

Contact Name: **Bruce Sahli**

Address:

County Government, 200 Main Street

Lexington, KY 40507

United States

Email: bsahli@lexingtonky.gov

Phone: +1 (859) 258-3286

II. ORDER INFORMATION

Entity: NAVEX Global, Inc., a Delaware corporation ("NAVEX Global")

Customer Type: Existing Business

Order Form Effective Date: Date of last signature

III. SERVICES INFORMATION

Services	Qty	Annual Fees	One-Time Fees	Fees Due
Hotline				
Hotline - Per Employee Subscription	3,237	\$7,912.95	-	\$7,912.95
Current Hotline to EthicsPoint Hotline Transfer - MIG SVC	1	-	\$0.00	\$0.00
EthicsPoint IM - Foundation Subscription	3,237	\$0.00	-	\$0.00
Included Dedicated Seat License - Foundation	3	\$0.00	-	\$0.00
Concurrent Seat License - Foundation	3	\$0.00	-	\$0.00
Incident Management				
Predefined Data Migration - Current Solution to EPIM (PS) - MIG SVC	1	-	\$0.00	\$0.00
Current URL Transfer or Cancellation - MIG SVC	1	-	\$0.00	\$0.00
EthicsPoint IM - Foundation Setup - MIG SVC	1	-	\$0.00	\$0.00
Hotline - Web Intake Site Setup - MIG SVC	1	-	\$0.00	\$0.00
Location Database Module Setup - MIG SVC	1	-	\$0.00	\$0.00
Premium Analytics - MIG SVC	1	\$0.00	-	\$0.00
Telephony				
Standard Global Telephony Subscription	1	\$0.00	-	\$0.00

	Annual Fees	One-Time Fees	Fees Due
SUB-TOTALS:	\$7,912.95	\$0.00	\$7,912.95

TOTAL FEES DUE NOW:

\$7,912.95

IV. SERVICES TO BE REMOVED

Services to be Removed	Qty
Case Management Only Program (Expert) Subscription	3,500
Query Tools Module Subscription	1
Case Management User (Level 1 - 3)	5
AlertLine Per Employee - Subscription	3,500

V. ADDITIONAL TERMS

1. GOVERNING TERMS AND CONDITIONS

- Customer and Global Compliance Services, Inc. ("GCS") entered into a Master Services Agreement dated January 23, 2012 ("GCS Agreement"), wherein GCS agreed to provide the hotline Services detailed in this Order Form's Section IV (collectively, the "Existing HL Services").
- GCS changed its name to NAVEX Global. Thus, NAVEX Global has assumed all rights, liabilities, and obligations previously held by GCS under the GCS Agreement.
- The parties have agreed to terminate the GCS Agreement and for NAVEX Global to provide Services in accordance with the Agreement as defined in Section VI below.

2. TRANSITION FROM EXISTING HL SERVICES TO NAVEX HLCM SERVICES

- The parties agree to replace Customer's Existing HL Services with the new hotline and case management Services detailed in Section III of this Order Form (collectively, the "NAVEX HLCM Services").
- Customer shall continue to have access to its Existing HL Services until the "go-live" date of the NAVEX HLCM Services, which shall be a date of NAVEX Global's choosing after the Order Form Effective Date within four months following the date of last signature of this Order Form ("Go-Live Date"). Upon the Go-Live Date, Customer's Existing HL Services shall be deactivated and terminate ("Existing HL Services Termination"). Notwithstanding the foregoing, if the Go-Live Date has not occurred within six (6) months of the Order Form Effective Date due to Customer's acts or omissions, NAVEX Global may schedule the Go-Live Date despite such acts or omissions, and thereafter shall discontinue Customer's access to the Existing HL Services.

3. NAVEX HLCM SERVICES

- For avoidance of doubt, the execution of this Order Form shall not alter Customer's current renewal date.
- Each subscription will automatically renew for successive one (1) year periods (each a "Renewal Term"). However, either party may elect to not renew by providing written notification to the other party at least thirty (30) days prior to the start of a Renewal Term.

c. INVOICING AND PAYMENT

- All Fees detailed herein will be invoiced 100% upon the later of the Order Form Effective Date or, if the Order Form Effective Date falls during a Term for which Customer has already been invoiced, upon the commencement of Customer's first Renewal Term following the Order Form Effective Date. Customer shall remit payment within thirty (30) days of said invoice's date.
- The Annual Fees for any subsequent Renewal Term shall be invoiced to Customer at least thirty (30) days prior to the start of the Renewal Term and Customer shall remit payment on or before the start of the Renewal Term.
- The Annual Fees will be fixed for a period of twelve (12) months from the commencement of Customer's upcoming Renewal Term. Thereafter, NAVEX Global may increase Annual Fees not more than once per year by providing sixty (60) days prior written notification of the increase.

- All prices are quoted in U.S. Dollars.

1. DESCRIPTION OF SERVICES.

Current Hotline to EthicsPoint Hotline Transfer - MIG SVC

Transfer of a Customer's telephony from their existing solution to EthicsPoint®. Non-transferable lines will be replaced with new lines, leveraging industry standard recommendations on line type and configuration of automated prompts.

Assumptions:

- Existing telephone lines transferable without having to provision new phone numbers will be transferred as is.
- Non-transferable lines will be replaced with new lines and newly provisioned phone numbers.
- Customer understands that EthicsPoint® web intake report translations will be automatically performed for all non-English web-submitted reports and all company responses to reports will be translated into the language the report was originally provided.

EthicsPoint IM - Foundation Subscription

EthicsPoint® Incident Management - Foundation is delivered as a baseline single configuration incident management system including foundational case component functionality. Comprised of system-level user management; built-in analysis tools including baseline reporting and standard analytics; and (1) GB storage for files attached to cases.

Includes access via NAVEX Global's Platform authentication which provides seamless access to the customer's supported NAVEX Global solutions. These include EthicsPoint® Incident Management, PolicyTech® Policy & Procedure Management, RiskRate® Enterprise Due Diligence, Disclosures: Disclosure Management, and GRC Insights.

Included Dedicated Seat License - Foundation

A Dedicated Seat License is defined as rights assigned to a single named user. A Dedicated Seat License ensures that the named user will have access to the system at any time.

Concurrent Seat License - Foundation

A Concurrent Seat License is based on the number of simultaneous users, regardless of which users they are, accessing the EthicsPoint case management system. Client may purchase any number of Concurrent Seat Licenses based on the number of users that will be accessing the system at the same time. Once the number of users accessing the system reaches the maximum number of Concurrent Seat Licenses purchased, any following user(s) will be denied access to the system until a Concurrent Seat License becomes available.

Hotline - Per Employee Subscription

Hotline Subscription - NAVEX Global's Hotline has been designed to enable your employees to easily and confidentially report any issue or instance of misconduct. The Contact Center is globally accessible 24/7/365 with system availability ensured by end-to-end network redundancy, scalability, and reliability. While the majority of non-English language calls are serviced with greater than 98% interpreter availability, global demand for specific languages can occasionally peak beyond interpreter supply. If an interpreter cannot be obtained, callers will be given the option to report their concern in English.

Live telephone language interpretation is available in 150+ languages at no additional cost. Customer understands that NAVEX Global will (i) automatically provide English language translations of web Reports and follow-up information received in non-English languages; and (ii) automatically translate Customer responses to Reports into the language in which the associated Report was originally received.

Translations incur additional fees which will be invoiced monthly in arrears at \$0.35 per word with a minimum fee of \$120 per translation.

Translation of Web Intake Pages and Reports Forms incur additional fees and are priced separately.

The annual subscription supports unlimited reports via web, telephone, or internal to the case management software.

Customer may provide covered employees with access to the reporting features of the Hotline. The number of covered employees is represented by the quantity of the Hotline – Per Employee Subscription set forth in the table above.

If EU hosted:

Calls will be serviced by NAVEX Global's EU-based Contact Center.

Standard Global Telephony Subscription

Provisioning and annual maintenance for phone line configuration with international or domestic inbound lines. This includes our pre-configured lines with standard language prompts, menus, and greetings. The Subscription utilizes the following solutions: One-Step dialing where the caller will have a single toll-free number for a particular country to access the reporting hotline; Two-Step dialing where the caller will use a two-stage dialing process, first entering a common, country specific access code followed up with a toll-free number to access the reporting hotline; and/or Collect dialing is used where no toll-free option is available for reporting. Customizations are not available on this service.

Glossary of Line Types:

OneConnect (OC) - Available in more than 100 countries, OneConnect is a one-step dialing solution that eliminates the need for access codes and removes the use of English branded messaging in the calling process. The product provides in-country toll-free numbers that are routed to NAVEX Global that allow callers to access the international reporting program without the need to add international calling plans to landlines and mobile phones. This allows the OneConnect program to have fewer mobile phone restrictions and a more robust dialing enabled community.

Dedicated International Toll-Free Service (D-ITFS) - Employers using D-ITFS make it possible for their employees to dial a country-specific toll-free number to reach one of our Contact Centers. There is no special dialing, access code, or operator assistance required. This service is available in over 70 countries and allows for custom automated call treatment.

Direct Access (DA) - Direct Access implementations provide a more widely available international toll-free option for access to one of our Contact Centers. To use this service, employees first dial their country-specific access number to connect with our telephony service partner, followed by dialing the customer-specific proprietary toll-free number to connect to one of our Contact Centers. This service is available in 140 countries. It allows for custom automated call treatment and can improve access by mobile phones.

WWC – (Worldwide Connect) - WWC is a product based on the Direct Access platform that allows for calls to be identified and treated with custom language options based on country of origin. Calls are made using a two-step dialing process where the caller must first dial the Direct Access code specific to the country where the call is originating followed by the proprietary toll-free number for routing to NAVEX Global.

Global Inbound Service (GIS) - GIS is an additional toll-free option that provides one- or two-step dialing to one of our Contact Centers. GIS can have fewer restrictions for mobile phone access. This service is available in over 130 countries.

Collect Calling - Stop-gap for most countries where international toll-free service and other formats are not available.

Telephony by Country:

- United States
Call Plan: US Dialing Plan. Greetings: English;Spanish (Latin American)

2. SERVICE TERMS.

2.1. Telephony Connectivity. Communication connectivity is provided by a third-party provider. NAVEX Global cannot guarantee communication connectivity for all or any available connection sources within a particular country or region. **Thus, NAVEX Global makes no warranties, express or implied, concerning the reliability or functionality of communication connectivity to the Hotline services outside of NAVEX Global's control.** Customer is responsible for conducting in-country connectivity testing for quality assurance, and NAVEX Global will address any service failures identified through this process upon Customer notifying NAVEX Global and in accordance with the information provided on NAVEX Global's website: <http://trust.navexglobal.com/telephony-availability-report.html>.

2.2. Compliance With Law. NAVEX Global's Services are subject to U.S. sanctions laws and Customer is expressly prohibited from making the Services available to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury or to any individual prohibited by the current OFAC list (available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).

2.3. SUB-PROCESSOR.

Hosting Location: US

Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.

1. DESCRIPTION OF SERVICES.

Predefined Data Migration - Current Solution to EPIM (PS) - MIG SVC

The NAVEX Global solution supports the import of historical case data and attachments from Customer's legacy NAVEX Global system into a new EthicsPoint Incident Management (EPIM) solution.

Assumptions:

- Customer will allow NAVEX Global to extract the data and attachments from their current system for analysis, mapping, and import into the new EPIM solution
- NAVEX Global will populate field values using a predefined mapping. NAVEX Global will use best practice to map Issues Types into the EPIM solution
- Customer will allow NAVEX Global to load legacy data in a test environment to validate the data transfer processes
- Customer will have five (5) business days to review legacy data in test environment prior to load to production
- Data can be loaded to production one (1) time only. NAVEX Global cannot update or reload data once it is loaded to the production environment
- All data will be loaded into a single Legacy Data tier in the EPIM solution
- NAVEX Global will purge the temporary database 30 days from production load of legacy data
- Following successful importation into the EPIM solution, all data and attachments shall be deleted from the current system within a reasonable time

Current URL Transfer or Cancellation - MIG SVC

Redirect of current web intake URL to a new web intake URL.

EthicsPoint IM - Foundation Setup - MIG SVC

EthicsPoint® Incident Management Foundation setup includes:

- Implementation of EthicsPoint® Incident Management Foundation system
- Mapping of the Hotline and Web Intake Site intake methods to the EthicsPoint® Incident Management Foundation system, if Hotline and Web Intake Site are in use
- Implementation on NAVEX One Platform and setup of customer's administrators
- Customers are able to setup their own SSO integration, assistance is available for an additional fee
- On demand web trainings available for customer's administrators and system users

Hotline - Web Intake Site Setup - MIG SVC

Hotline - Web Intake Site setup includes development services to support the creation of a Web Intake Site.

Setup includes:

- A single Web Intake Site leveraging Customer's logo
- Inclusion of available, supported languages deployed with customer's current solution
- Default issue package with pre-set issue types and issue descriptions
- System configuration to support intake and routing of reports into EthicsPoint
- Quality Assurance and configuration of the Web Intake Site to confirm availability for reporting

Location Database Module Setup - MIG SVC

Location Database Module Setup makes available a method for storing customer defined location information within EthicsPoint. This enables users and reporters to select an appropriate case specific location during intake based on customer provided data. This consistent collection of location information allows for better use of NAVEX Global analytics tools to spot trends and patterns based on location. NAVEX Global will load existing location data from the current solution into EPIM as a one-time location integration. Any future location updates will be cared for through Customer Support and may be subject to additional fees.

Premium Analytics - MIG SVC

Premium Analytics is an ad hoc reporting interface to NAVEX Global's EthicsPoint Incident Management software. Designed for both operational and actionable insight, Premium Analytics allows for deeper analysis of NAVEX Global Incident Management data while delivering features to assist in the measurement, visualization, and distribution of case management data.

2. **SERVICE TERMS.** All terms detailed in this section which, by their nature, may apply to the Telephony and Hotline services shall be construed to apply to such services. Unless Customer requests an alternate configuration, Services that collect and/or process User Personally Identifiable Information will include processes and functionality designed to ensure the anonymity of the Reporters. Notwithstanding any other provision of the MSA or this Order Form, if, through no fault of NAVEX Global, Customer does not proceed with a timely implementation of the Services in a production environment, then (a) NAVEX Global will not be liable for any such delay and (b) NAVEX Global reserves the right to charge additional fees to implement such Services for Customer.
- 2.1. **Report Availability.** NAVEX Global will use commercially reasonable efforts to make English-language versions of the Reports available to Customer for review and processing (a) within 12 hours of receipt, for Reports submitted in English and (b) within 48 hours of receipt for Reports submitted in any language other than English, excluding weekends and US national holidays. As used herein, (a) a “Reporter” is any individual (employees and/or non-employees) permitted by Customer to access and use the reporting features of the Services and (b) a “Report” includes the following as a single Report: (i) any information reported by a Reporter about Customer or its business or personnel via the Services, (ii) any communications directed by Customer to a Reporter via the Services and any Reporter responses thereto, or (iii) any notes, summaries or other data uploaded to the Services by Customer representatives. Customer will have sole responsibility for the deletion and use of any Report, User PII, or other data residing in the Services. NAVEX Global will have no responsibility, liability or obligation with respect to any such Report, information or data that has been purged, overwritten or otherwise destroyed by or as directed by Customer. Customer will have access and the ability to download and save Reports during the Term. Upon termination and at the request by Customer made within thirty (30) days following the effective date of termination, NAVEX Global will create and deliver to Customer, at Customer’s cost and expense, a copy of all Reports then in existence in the Services.
- 2.2. **Data Aggregation And Analysis.** Customer hereby authorizes NAVEX Global to collect, specific Customer information (excluding information that might directly identify Customer or a Customer Reporter) collected in the performance of Services and aggregated with other data collected from NAVEX Global customers (“**Benchmarking Statistics**”), for the purpose of analyzing and reporting the effectiveness of and any trends in corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification or for other uses as NAVEX Global may decide. Customer may access aggregate Benchmarking Statistics by purchasing NAVEX Global’s Integrity Diagnostics and/or Performance Benchmarking Services.
- 2.3. **SUB-PROCESSOR.**
Hosting Location: US
Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.
- 2.4. **DISCLAIMER.** NAVEX Global hereby disclaims (a) any responsibility with respect to any claim asserting or challenging the veracity, accuracy or completeness of any Report, or (b) any responsibility with respect to any claim arising from Customer’s use, nonuse or processing of a Report.

VI. GENERAL TERMS

This Order Form is made effective as of the Order Form Effective Date, sets forth the services to be provided by NAVEX Global, Inc. ("NAVEX Global") to Customer and is governed by the terms of the written Master Services Agreement, detailed here: https://www.navexglobal.com/en-us/NAVEXGlobal_MSAv56 (the "Agreement"). The parties agree the Agreement is incorporated by reference into this Order Form as of the Order Form Effective Date. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Agreement. This Order Form supersedes any related quotation, previous and conflicting terms, or purchase orders issued by Customer. Each of the signatories to this document represent they are duly authorized representatives of their respective party to this Order Form and further represent and warrant they have the actual corporate authority to execute this Order Form on behalf of their respective party as of the Order Form Effective Date.

ACCEPTED BY Lexington-Fayette Urban County Government:

ACCEPTED BY NAVEX Global, Inc.:

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

NAME (Print): _____

NAME (Print): _____

TITLE (Print): _____

TITLE (Print): _____