Agreement No. 26-136

riskonnect.

MASTER SERVICES AGREEMENT

This Master Services Agreement is made by and between Riskonnect, Inc., with its principal office located at 380 Interstate North Parkway SE, Suite 400, Atlanta, Georgia 30339 and its Affiliates (collectively, "**Riskonnect**") and the County of Fresno, a political subdivision of the State of California, having its principal place of business at 2220 Tulare St., Fresno, CA 93721 ("**Customer**"). Hereinafter, Riskonnect and Customer may individually be referred to as a "Party" and may collectively be referred to as the "Parties".

This Master Services Agreement ("Agreement") consists of this signature page, the attached General Terms and Conditions and the following attached schedules ("**Schedules**") and Exhibits ("**Exhibits**") that are listed below:

Schedule A:	Product Schedule, if applicable
Exhibit A:	Initial Statement of Work(s)
Exhibit B:	Initial Subscription Order
Exhibit C:	Security Exhibit
Exhibit D:	Data Processing Addendum

By executing this Agreement, the Parties confirm that they have reviewed and fully understand its contents, including the General Terms and Conditions, as well as the Schedules and Exhibits referenced above, all of which are incorporated by reference. The Parties agree to be legally bound by the terms herein. This Agreement shall be executed by their respective duly authorized representatives and will take effect as of the date of the last signature below. (the "**Effective Date**").

Customer		Riskonnect Affiliate	
	~~County of Fresno~~		**Riskonnect, Inc.**
Signature:	Garry Bredefeld	Signature:	Peter Vlerick Peter Vlerick (Mar 6, 2026 01:06:25 CST)
Name:	~~Garry Bredefeld~~	Name:	Peter Vlerick
Title:	Chairman of the Board of Supervisors of the County of Fresno	Title:	CFO
Date:	4-7-26	Date:	03/06/2026

Attest:

Bernice E. Seidel

County of Fresno, State of California

By: Hanam

Deputy

Date: 4-7-26

For accounting use only:

Org No.: 89250100
Account No.: 7288
Fund No.: 1060
Subclass No.: 10000

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The capitalized terms used in this Agreement, and not defined elsewhere within this Agreement, shall have the meanings specified below.

1.1 "**Affiliate**" means with respect to a Party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with that Party. The term "**Control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through the ownership of voting securities or otherwise.

1.2 "**Agreement**" means, collectively:

1.2.1 this Master Services Agreement; and

1.2.2 any applicable subsequent Statement of Work, Subscription Order, or Project Change Order; and

1.2.3 any Supplemental Materials; and

1.2.4 other documents, attachments and addenda that the Parties' authorized representatives may mutually agree to in writing from time to time.

1.3 "**Annual Services**" means services, other than Software Support, provided to Customer, such as maintenance change requests, training, data services, modification of data interfaces, managed services, and other services, as set forth in the applicable Subscription Order.

1.4 "**Business Day**" means a day other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London.

1.5 "**Confidential Information**" means all confidential and proprietary information disclosed by a Party to the other Party, whether orally, in writing, or electronically, that is either explicitly designated as confidential or that, given the nature of the information and the circumstances of its disclosure, a reasonable person would conclude is intended to be treated as confidential. This includes, but is not limited to, information that is shared in a secure setting or accompanied by oral or written remarks indicating its confidentiality. This includes, but is not limited to:

1.5.1 business and marketing plans, identity of clients or prospective clients; and business processes;

1.5.2 technology and technical information, product designs, software, source code and object code, screenshots, data models, data conversion and processing logic, formulae and processes, know-how, and show-how;

1.5.3 discoveries, inventions, developments, improvements, works of authorship, concepts, mask works, and ideas, or expressions thereof, whether subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection (in the United States or elsewhere) and whether in tangible or intangible form and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing;

1.5.4 the terms and conditions of this Agreement (including pricing), Customer Data, and the Riskonnect Service.

Confidential Information (except for Customer Data) shall NOT include any information that is or becomes generally known to the public without breach of any obligation owed to the other Party; was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party; was independently developed by a Party without breach of any obligation owed to the other Party; or is received from a third party without breach of any obligation owed to the other Party.

1.6 "**Customer Data**" means the information or material, including Customer's Confidential Information and Personal Data, that Customer and Users submit, upload, or transfer, or cause to be submitted, uploaded, or transferred to the Customer's configuration of the Riskonnect Application. For clarity, Customer Data shall not include de-identified or aggregated data.

1.7 "**Data Protection Laws and Regulations**" encompass all laws and regulations that govern the processing, as that term is defined by applicable laws and regulations, of Personal Data in connection with this Agreement. This includes, but is not limited to, regulations pertaining to individual privacy rights, data security measures, and cross-border data transfers, as enforced by relevant authorities. For the purposes of this Agreement, the laws specific to China and Russia are expressly excluded.

1.8 "**Disabling Code**" means any programming devices (e.g., viruses, key locks, back doors, trap doors, etc.) which would (i) disrupt the use of a Riskonnect Application or any system, equipment or software to which Customer's networks are interfaced or connected; or (ii) destroy or damage data or make data inaccessible or delayed, except for file and purge routines necessary to the routine maintenance of a Riskonnect Application or other mechanisms to monitor Customer's compliance with the terms of this Agreement.

1.9 "**Documentation**" means, in Web-based form, any manuals, user guides, technical specification documents and other instructional and reference materials generally distributed by Riskonnect regarding the Riskonnect Applications, all as updated and redistributed by Riskonnect from time to time.

1.10 "**Intellectual Property Rights**" shall mean all copyright, patent, trademark, trade secret and other intellectual property and proprietary rights.

1.11 "**Licensor**" means a third-party provider of products or services to Riskonnect necessary for Riskonnect to provide the Riskonnect Service, as set forth in the applicable Product Schedule, SOW, or Subscription Order.

1.12 "**Modeling and Analytics Services**" means modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis and insurance program evaluation analysis.

1.13 "**Non-Riskonnect Service Application**" means a third-party or Customer-implemented product, service or application unrelated to or integrated with the Riskonnect Service.

1.14 "**Personal Data**" means any data or other information that relates to an identified or identifiable individual, or as otherwise defined under Data Protection Laws and Regulations.

1.15 "**Product Schedule**" means the additional terms applicable to the Riskonnect Service(s) licensed to Customer under this Agreement. The initial Product Schedule(s) is/are attached hereto as **Schedule A**.

1.16 "**Professional Services**" means any consulting, training, implementation, configuration, Annual Services, Software Support, or other professional services provided by Riskonnect and paid by Customer pursuant to the Agreement, including an applicable Statement of Work.

1.17 "**Project Change Order**" or "**PCO**" means a document (including any exhibits or attachments) on a form issued by Riskonnect signed by both Parties that specifies one or more changes to the Professional Services to be provided by Riskonnect to Customer under a Statement of Work, and which may include changes to the objectives, scope of work, initial implementation deliverables, and/or fees with respect to such Professional Services.

1.18 "**Riskonnect Application**" means the Web-based version of the proprietary computer software programs of Riskonnect, as configured for Customer by Riskonnect, and all improvements, updates, licensed internal code, embedded third-party software, upgrades, new versions, modifications, subsequent releases, fixes, enhancements, derivative products and information used by Riskonnect in providing Customer access to the Riskonnect Service, as further described in **Schedule A** and as identified in an applicable Subscription Order.

1.19 "**Riskonnect Service**" means, collectively, (i) the Riskonnect Application; (ii) Licensors' proprietary technology (including audio and visual information, documents, software, hardware, products, methods, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information); and (iii) any deliverables set forth in each Statement of Work, Subscription Order, and/or addendum.

1.20 "**Software Support**" means support services, other than Annual Services, provided to Customer for password resets, software errors, minor bug fixes, or other support services, as more fully described in Riskonnect's Service Level Agreement found at https://riskonnect.com/legal-sla/.

1.21 "**Statement of Work**" or "**SOW**" means a document (including any exhibits or attachments) on a form issued by Riskonnect signed by both Parties that specifies the Professional Services to be provided by Riskonnect to Customer, and which may include objectives, scope of work, initial implementation deliverables, and/or fees with respect to such Professional Services. The initial Statement of Work is attached hereto as **Exhibit A**.

1.22 "**Subscription Order**" or "**Order**" means a document on a form issued by Riskonnect signed by Customer that specifies the Riskonnect Applications and other subscriptions ordered by Customer and the associated fees for such subscriptions. The initial Subscription Order or Order is attached hereto as **Exhibit B**.

1.23 "**Supplemental Materials**" means the following documents, provisions or materials either available at a link set forth below or attached to this Agreement, all of which are incorporated into the Agreement by reference:

1.23.1 Riskonnect Privacy Notice available at http://riskonnect.com/privacy-notice;

1.23.2 Data Transfer Protocols as applicable, available at https://riskonnect.com/legal-dtps/;

1.23.3 Riskonnect Security Exhibit attached as **Exhibit C**; and

1.23.4 Other materials as may be set forth in a document signed by the Parties.

During the Term, Riskonnect may not materially modify or degrade any obligation set forth in the Supplemental Materials without Customer's consent.

1.24 "**Term**" means the period from the Effective Date until (i) all Subscription Orders hereunder have expired or been terminated, or (ii) the Agreement has been terminated in accordance with Section 8.

1.25 "**User**" means an individual, including Customer's employees, representatives, agents or third parties employed or retained by Customer to perform services for or on behalf of Customer, who are authorized by Customer to use or access Customer's configuration of the Riskonnect Service and whom have been issued a User-ID or who otherwise access or use the Riskonnect Service.

1.26 "**User-ID**" means a unique user identification and password provided or assigned to a User.

2. RIGHT TO USE THE RISKONNECT SERVICE; RESTRICTIONS

2.1 **User Access**. Subject to the terms and limitations set forth in this Agreement, Riskonnect hereby grants to Customer a limited term, revocable, worldwide, non-exclusive, non-sublicensable, non-transferable (except as set forth in Section 14.1), right and license for Users to use Customer's configuration of the Riskonnect Service, subject to any restrictions in a Subscription Order, solely for Customer's own internal business purposes. Customer shall provide the equipment and software (including obtaining any third-party software licenses) required to access the Riskonnect Service in accordance with, and to otherwise comply with, the hardware/software specifications for the Riskonnect Service. Customer shall be responsible for all maintenance and compliance with laws, if applicable, of Customer networks, equipment and system security required or appropriate in connection with the Riskonnect Service.

2.2 **Reserved Rights**. All rights not expressly granted to Customer are reserved by Riskonnect and its Licensors and no implied licenses are granted.

2.3 **Restrictions**. Customer shall not, and shall not permit any third party (including Users) to:

2.3.1 license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, provide on a service bureau basis or otherwise commercially exploit or make available the Riskonnect Service to any third party;

2.3.2 modify, copy or make a derivative work based upon the Riskonnect Service or any part of the services of Riskonnect's Licensors;

2.3.3 create Internet "links" to the Riskonnect Service, any part of the services of Riskonnect's Licensors, or "frame" or "mirror" the Riskonnect Service other than on Customer's own intranets or otherwise for Customer's own internal business purposes;

2.3.4 reverse engineer or access the Riskonnect Service, or any part of the services of Riskonnect's Licensors, in order to develop a competitive product or service, develop a product using similar ideas, features, functions or graphics of the Riskonnect Service, or copy any ideas, features, functions or graphics of the Riskonnect Service;

2.3.5 use or access the Riskonnect Service in a manner, or act otherwise in any manner, that could damage, disable, overburden, or impair any Riskonnect servers, or the networks connected to any Riskonnect server;

2.3.6 interfere with or disrupt the integrity or performance of the Riskonnect Service or the data contained therein, or any third party's use and enjoyment thereof;

2.3.7 attempt to gain unauthorized access to the Riskonnect Service, accounts, computer systems, or networks connected to any Riskonnect server through hacking, password mining, or any other means;

2.3.8 use or access the Riskonnect Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

2.3.9 use or access the Riskonnect Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy rights; or

2.3.10 use or access the Riskonnect Service to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs.

3. **USERS**

3.1 **User-IDs**. Customer acknowledges and undertakes to ensure that no User will use or share the User-ID of any other User. Customer will safeguard the User ID's and other security data and methods furnished to Customer in connection with the Riskonnect Service and prevent unauthorized access to or use of the Riskonnect Service. Customer shall notify Riskonnect if it becomes aware of any unauthorized access or use of the Riskonnect Service. No User shall be engaged in the business of providing software or software-as-a-service for the management of risk, claims or compliance matters.

3.2 **Customer Responsibility for Users**. Customer is responsible for all Users and the activity occurring under Customer's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Riskonnect Service in accordance with the terms of this Agreement, including those related to data privacy, international communications and the transmission of technical, financial or personal data.

3.3 **Riskonnect Licensors**. Customer's subscription does not include a subscription to use applications provided directly by Riskonnect's Licensors outside of the Riskonnect Service.

3.4 **Reserved Rights**. Riskonnect reserves the right to immediately suspend access under any User ID which Riskonnect reasonably suspects poses a risk to the security of Customer Data or the Riskonnect Service, or which Riskonnect reasonably suspects of activity that is in material breach of the terms of this Agreement.

4. **DATA; PRIVACY AND SECURITY**

4.1 **Customer Owns Customer Data**. Customer owns all right, title and interest in and to the Customer Data, which shall never be deemed to be the Riskonnect Service, even if delivered or incorporated therewith. Customer shall have sole responsibility, and Riskonnect shall have no responsibility whatsoever, for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of Customer Data, and Riskonnect shall not review, monitor or check the Customer Data except as instructed by Customer or as otherwise necessary to provide the Riskonnect Service to Customer. Riskonnect shall have no liability for the deletion, destruction, damage or loss of any Customer Data by Users, or through no fault of Riskonnect or its Licensors, without limiting Riskonnect's obligations to comply with its data backup practices.

4.2 **Safeguards**.

4.2.1 Riskonnect shall maintain and handle all Customer Data with commercially reasonable physical, electronic, and procedural safeguards to protect and preserve the confidentiality and security of Customer Data in accordance with (1) applicable data protection laws and regulations; (2) the Riskonnect Security Exhibit; (3) Riskonnect Privacy Notice set forth in the Supplemental Materials, and (4) the applicable data processing addendum attached hereto as Exhibit D.

4.2.2 Riskonnect shall not license, transmit or disclose Customer Data to any third party, except to (i) Riskonnect's and Affiliates' employees and contractors who are subject to written confidentiality requirements no less restrictive than those contained herein, (ii) Riskonnect Licensors, (iii) as required by applicable law, regulation or rule, and (iv) Users.

4.2.3 Regardless of location of storage or access of Customer Data, Riskonnect and Affiliate employees and contractors will deploy the same data protection safeguards in compliance with the terms and conditions of this Agreement and in compliance with Data Protection Laws and Regulations.

4.2.4 Riskonnect will not sell Customer Data to any third party.

4.3 **Integration of Non-Riskonnect Service Applications**. In the event Customer acquires, licenses or otherwise obtains a Non-Riskonnect Service Application, any exchange of data between Customer and any third-party provider of a Non-Riskonnect Service Application is solely between Customer and such third party. Riskonnect provides no warranties or support for Non-Riskonnect Service Applications.

5. CONFIDENTIALITY

5.1 **Standard of Care**. Each Party acknowledges and agrees that during the Term it may be furnished with or otherwise have access to Confidential Information of the other Party. A Party receiving Confidential Information ("**Receiving Party**"), from the Party disclosing Confidential Information ("**Disclosing Party**"), shall exercise the same degree of care and protection that it exercises with respect to its own Confidential Information, but in no event shall Receiving Party exercise less than a reasonable standard of care. Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations or in exercise of its rights expressly granted under this Agreement. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to access any of Disclosing Party's Confidential Information; provided, however, that:

5.1.1 Receiving Party may disclose Disclosing Party's Confidential Information to Receiving Party's Affiliates, employees, Licensors, and other agents who have a need to know; and

5.1.2 All use of the Disclosing Party's Confidential Information shall be subject to all the restrictions set forth in this Agreement; and

5.1.3 Receiving Party may disclose Confidential Information that is not Customer Data or the Riskonnect Application to attorneys, agents and consultants who need to know the Confidential Information to enable such Party to perform under this Agreement and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement.

5.2 **Compelled Disclosure**. If a Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure to the extent legally permitted and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

5.3 **Right to Seek Injunction**. If a Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of confidentiality protections hereunder, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

6. INTELLECTUAL PROPERTY

6.1 **Proprietary Rights**. As between Customer and Riskonnect, Riskonnect (and the Licensors, where applicable) is the exclusive owner of all right, title and interest, including all related Intellectual Property Rights, in and to the Riskonnect Service, including without limitation any modifications, updates, revisions or enhancements thereto and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or Users, and regardless of any participation or collaboration by Customer in the design, development or implementation of the Riskonnect Service. No title or ownership of Intellectual Property Rights in and to the Riskonnect Service, or any component thereof, is transferred to Customer, its Affiliates or any third parties hereunder. To the extent that any such Intellectual Property Rights do not otherwise vest in Riskonnect or its Licensors, Customer hereby assigns such Intellectual Property Rights to Riskonnect or its Licensors and agrees to take steps reasonably necessary to perfect Riskonnect's or its Licensors' ownership thereof, without additional consideration of any kind.

6.2 **Proprietary Notices**. Customer shall not remove any copyright, patent, trademark or other proprietary or restrictive notice or legend contained in the Riskonnect Service, and Customer shall reproduce all such notices and legends on all copies of the Riskonnect Service that are permitted to be made hereunder. Customer further agrees to reasonably cooperate with and assist Riskonnect (at Riskonnect's sole expense) in protecting, enforcing and defending Riskonnect's rights in and to the Riskonnect Service.

7. FEES AND PAYMENTS

7.1 **Fees**. Customer shall pay to Riskonnect the fees as set forth in the applicable Subscription Order or Statement of Work or as otherwise agreed in writing by the Parties. Fees for additional services or expenses, if any, will be invoiced monthly as incurred.

7.2 **Expenses**. Customer shall reimburse Riskonnect for all reasonable, documented out of pocket travel, lodging, meal and other expenses incurred by Riskonnect while performing Professional Services. Riskonnect will comply with all reasonable Customer travel and expense policies provided to Riskonnect.

7.3 **Taxes**. Customer shall be liable for any taxes (including but not limited to federal manufacturers' and retailers' excise, state and local sales and use taxes, value added taxes, and personal property taxes), public charges, tariffs, and export and import duties, however designated, and any interest and penalties thereon, arising under this Agreement, other than taxes based on Riskonnect's income. Any taxes assessable on Customer's use of the Riskonnect Service shall also be borne by Customer. All such taxes shall be included in amounts invoiced to Customer.

7.4 **Payments**. All undisputed fees under this Agreement shall be payable by Customer pursuant to and in accordance with any payment schedule set forth in the applicable Subscription Order or Statement of Work or as otherwise agreed by the Parties and shall be due within 45 days of invoice date. Invoices shall be issued by Riskonnect or its Affiliates, as appropriate. All invoices are deemed final unless Customer notifies Riskonnect at billing@riskonnect.com of a dispute in writing within 30 days after receipt of the invoice.

7.5 **Late Payment**. If Customer does not pay an invoice 60 days after its due date, Riskonnect may at its sole discretion suspend Customer's services or terminate this Agreement. Upon termination for non-payment, this Agreement and all of Customer's rights hereunder will terminate without further notice.

7.6 **Fees Generally**. Except as otherwise agreed in writing, Customer acknowledges and agrees that:

7.6.1 fees are set forth in a Subscription Order or Statement of Work;

7.6.2 except as set forth in Sections 12.3.4 and 8.5.2, all payment obligations are non-cancellable, and all fees paid are non-refundable;

7.6.3 all fees shall be paid in _____; and

7.6.4 subject to applicable Data Protection Laws and Regulations, Riskonnect reserves the right to refuse to perform any Professional Services, including but not limited to extraction of Customer Data, should the Customer have any unpaid invoices.

7.7 **Fee Changes**. Upon at least 90 days' written notice to Customer, Riskonnect reserves the right to modify its fees and charges on any anniversary of the Effective Date, or as otherwise set forth in a Subscription Order. All Fee Changes will be no more than 6% for a total agreement compensation maximum of $585,017.

7.8 **Customer Billing Obligations**. Customer shall provide Riskonnect with complete and accurate billing and billing contact information, including Customer's legal name, street address, name and telephone number and-email address of an authorized billing contact, and any applicable tax exemption certificate number. Customer shall update this information within 30 days of any change by emailing billing@riskonnect.com.

8. **TERM AND TERMINATION**.

8.1 **Term of the Agreement**. The Term shall commence upon the Effective Date and continue until (i) all Subscriptions hereunder have expired or been terminated, or (ii) the Agreement has been terminated in accordance with this Section 8.

8.2 **Subscription Term**; **Automatic Renewal of Subscriptions; Price Adjustments**. The initial term of each subscription (the "**Initial Subscription Term**") shall be as specified in the applicable Subscription Order.

8.2.1 The subscriptions in the Initial Subscription Order may be renewed for up to two additional periods of one year each (each, a "**Renewal Subscription Term**") upon written Customer notification to Riskonnect no later than 60 days prior to the expiration of the Initial Subscription Term or applicable Renewal Subscription Term. Riskonnect will notify Customer of the expiration of the applicable Subscription Term no later than 120 days prior to the date of expiration. The Initial Subscription Term and any Renewal Subscription Term are collectively, the "**Subscription Term**."

8.2.2 Price adjustments for any Renewal Subscription Term will be subject to Section 7.7, provided, however, that if Customer fails to respond to Riskonnect's written notice of such adjustment as provided therein within 30 days of the date of the notice, Riskonnect reserves the right to assume Customer accepts the adjustment or terminate this Agreement upon 30 days' written notice to Customer, at Riskonnect's discretion.

8.3 **Termination for Cause**. Unless otherwise specified herein, either Party has the right to terminate this Agreement due to a material breach of this Agreement by the other Party if such material breach is not cured within 30 days following receipt of written notice.

8.4 **Termination by Riskonnect for User Breach**. In addition to any other rights granted to Riskonnect herein or under law, Riskonnect reserves the right, upon written notice to Customer, to (i) terminate this Agreement; (ii) terminate subscriptions, in whole or in part; and/or (iii) suspend

Customer's access to and use of the Riskonnect Service due to Customer's failure to cause a User to comply with the terms of this Agreement.

8.5 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

8.5.1 Modify the services provided by the Contractor under this Agreement; or

8.5.2 Terminate this Agreement.

8.6 **Effect of Termination**. Upon the expiration or termination of this Agreement for any reason, Customer shall (i) promptly cease all use of the Riskonnect Service; (ii) promptly discontinue providing access to Users and remove all links to the Riskonnect Service; (iii) within 10 business days after expiration or earlier termination of this Agreement (a) return to Riskonnect, or (b) upon Riskonnect's request, destroy, all copies of the Riskonnect Service in Customer's and the Users' possession or control; and, (iv) within 15 business days after expiration or earlier termination of this Agreement, certify in writing to Riskonnect that it has done all of the foregoing. Customer Data shall be returned and/or disposed of in accordance with the terms and conditions of the applicable Product Schedule.

8.5.1 Upon any expiration or termination of this Agreement, (a) Riskonnect shall invoice Customer for all accrued fees, including, without limitation, the full amount of any implementation fees specified in any applicable Statements of Work, and all reimbursable expenses, and Customer shall pay the invoiced amounts, including from previously issued invoices, within 45 business days of Customer's receipt of such invoice or, if applicable, of the expiration or earlier termination of this Agreement; and (b) Riskonnect shall destroy and/or return, at Customer's request, Customer Data in Riskonnect's standard product format and layout (such destruction or return may be more fully described in a Product Schedule or Security Exhibit), subject to use of any Annual Service hours or execution of a Statement of Work if applicable.

8.5.2 Unless otherwise agreed in a Statement of Work, should Customer terminate this Agreement for Riskonnect's uncured material breach under Section 8.3, Riskonnect shall refund Customer any pre-paid, pro-rated fees under the applicable Statement of Work.

9. PROFESSIONAL SERVICES

9.1 **Professional Services**. During the Term, Riskonnect shall perform the Professional Services set forth in the applicable Statement(s) of Work in accordance with the terms of this Agreement.

10. SUPPORT

10.1 **Support**. Riskonnect shall provide the following support services to Customer:

10.1.1 Software Support in accordance with the Service Level Agreement; and

10.1.2 Annual Services for the number of hours per year, if purchased and included in an applicable Subscription Order. If Customer exceeds the number of Annual Services hours in a given year, then Riskonnect shall notify Customer and upon written agreement for the purchase of more Annual Services hours, invoice Customer for those additional hours used at Riskonnect's then current hourly rate for such Annual Services hours, and Customer agrees to pay in accordance with this Agreement. All Annual Services hours must be used within

the twelve months of grant and may not be carried over to any subsequent twelve-month periods.

10.2 **Limitations**. Riskonnect will not provide any support required as a result of, or with respect to, Customer's operating systems, networks, hardware, or other related equipment, or for Customer's or any of its Users' use of the Riskonnect Service other than in accordance with the applicable Statement of Work and Documentation or as otherwise permitted under this Agreement.

11. **LIMITED WARRANTIES AND DISCLAIMER**.

11.1 **Application Warranty**. Riskonnect warrants that a Riskonnect Application will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement.

11.2 **Application Warranty Remedy**. Customer's sole remedy for any breach by Riskonnect of the warranty provided in Section 11.1 shall be repair or replacement of the nonconforming functionality in the Riskonnect Application caused by Riskonnect, at Riskonnect's sole expense, as described herein. If Customer discovers that any functionality in the Riskonnect Application fails to conform to the warranty provided in Section 11.1, Customer shall give Riskonnect written notice of such nonconformity no later than 30 days after delivery of the Riskonnect Application or component thereof to Customer.

11.3 **Professional Services Warranty**. Riskonnect warrants that the Professional Services shall be performed by personnel in a workmanlike manner consistent with the standard of care exercised within the industry.

11.4 **Virus Warranty.** Riskonnect warrants that, to the best of Riskonnect's knowledge, prior to its access by Customer, the Riskonnect Application does not contain any Disabling Code. Riskonnect will apply commercially reasonable practices and security procedures to avoid insertion of Disabling Code into the Riskonnect Application and, as Customer's sole remedy, Riskonnect shall remove any such Disabling Code so inserted at Riskonnect's cost and expense should Customer not be in breach of its warranty under Section 11.6.

11.5 **RISKONNECT WARRANTY DISCLAIMERS**.

11.5.1 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, NEITHER RISKONNECT NOR ITS LICENSORS MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RISKONNECT SERVICE OR ANY PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO RISKONNECT AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

11.5.2 Customer agrees and acknowledges that Riskonnect and its Affiliates shall not be responsible for any acts, omissions, delays, inaccuracies, errors or any other failure caused by Customer, its Affiliates or any Users' computer systems, hardware or software, including through interfaces with third-party software, or any inaccuracies that such systems may cause within the Riskonnect Service; any inaccuracies in or failures of a Riskonnect Application to conform to the Documentation arising out of the use of a version or release of a Riskonnect Application other than the most recent version or release provided by Riskonnect; any data that Riskonnect receives from Customer or third-party sources, including the data's accuracy or completeness; Customer's claim handling decisions;

Customer's failure to encrypt Customer Data; Customer's failure to use available security features within the Riskonnect Service; or, the Riskonnect Service to the extent it is modified by anyone other than Riskonnect.

11.5.3 To the extent the Riskonnect Service uses Internet systems to transmit data or communications, Riskonnect disclaims any liability for interception of any such data or communications, including of encrypted data not solely due to Riskonnect's breach of its obligations hereunder.

11.5.4 Customer agrees that Riskonnect shall have no responsibility or liability for any costs, claims, liabilities, damages or expenses arising in connection with access to or use of the Riskonnect Service by Customer, its Affiliates, or Users other than as authorized by this Agreement.

11.5.5 Customer acknowledges that Riskonnect is also not responsible for and shall have no liability to the Customer, except as expressly set forth in this Agreement, for the security, reliability or continued availability of the telephone lines and equipment outside of Riskonnect's direct control used to access a Riskonnect Service.

11.6 **Customer's Warranties**. Customer warrants that:

11.6.1 Customer owns all right, title, and interest in and to, or otherwise has the right to grant the use of Customer Data and associated Intellectual Property Rights as set forth in this Agreement;

11.6.2 Customer, and such other third parties used by Customer, are authorized to collect, use and disclose the Customer Data to Riskonnect for use and storage pursuant to this Agreement;

11.6.3 such disclosure, use or storage does not and shall not violate applicable law or, if applicable, any Customer agreements with, or privacy notices to, individuals with respect to whom the Customer Data relates; and

11.6.4 Customer shall use commercially reasonable practices to avoid insertion of Disabling Code into Customer Data or the Riskonnect Service.

12. INDEMNIFICATION

12.1 **Riskonnect's Indemnification Obligations**. Subject to Section 12.5 below, Riskonnect shall defend, indemnify, and hold Customer, its officers, directors and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a third-party claim alleging that the Riskonnect Application infringes or misappropriates the Intellectual Property Rights of a third party.

12.2 **Exceptions from Indemnification**. Riskonnect's indemnification obligations under Section 12.1 shall not apply where the claim is based in whole or in part on: modifications to a Riskonnect Application or any component thereof made by anyone other than Riskonnect; use of a Riskonnect Application in combination with a product not supplied by Riskonnect; use of a Riskonnect Application other than in accordance with this Agreement or the Documentation; use of a version of a Riskonnect Application other than the most recent version or release provided to Customer by Riskonnect; or errors and omissions caused by third parties that Customer uses to transmit data to or from Riskonnect.

12.3 **Riskonnect's Mitigation Obligations**. If a Riskonnect Application or any part of a Riskonnect Application is held to infringe the Intellectual Property Rights of a third party and the use thereof is

enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Riskonnect shall, at its own expense and as Customer's sole remedy therefor, either:

12.3.1 procure for Customer the right to continue to use the Riskonnect Application; or

12.3.2 modify the Riskonnect Application to make it non-infringing, provided that such modification does not materially adversely affect Customer's authorized use of the Riskonnect Application; or

12.3.3 replace the Riskonnect Application with a functionally equivalent non-infringing application at no additional charge to Customer; or

12.3.4 if none of the foregoing alternatives is reasonably available to Riskonnect, terminate this Agreement and refund to Customer any prepaid but unearned Fees paid to Riskonnect in advance by Customer prior to the effective date of the termination.

12.4 **Customer's Indemnification Obligations**. Subject to Section 12.5 below, Customer shall defend, indemnify, and hold Riskonnect, its Licensors and each such Party's parent organizations, subsidiaries, Affiliates, officers, directors and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a third-party claim alleging that:

12.4.1 use of Customer Data infringes the rights of, or otherwise harms, a third party; or

12.4.2 Customer's access to or use of the Riskonnect Service, Confidential Information or Intellectual Property Rights of Riskonnect or its Licensors is in violation of this Agreement.

12.5 **Procedure**. As an express condition of the foregoing indemnification obligations, the Parties hereby agree that:

12.5.1 the indemnified Party shall promptly (and in no event more than 7 days after receipt or discovery) notify the indemnifying Party in writing, of any threat, warning, or notice of any such claim or action, with copies of all documents which the Indemnified Party may receive relating thereto;

12.5.2 the indemnified Party shall cooperate with all reasonable requests of the indemnifying Party (at the indemnifying Party's expense) in defending or settling such claim;

12.5.3 the indemnifying Party shall be allowed to control the defense and settlement of such claim;

12.5.4 the indemnified Party shall have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through counsel of its own choosing;

12.5.5 the indemnifying Party may not settle any claim that includes an admission of liability, fault, negligence or wrongdoing on the part of the indemnified Party unless the indemnified Party provides prior written consent, or unless the indemnifying Party and the third party unconditionally releases the indemnified Party of all liability that is the subject of the indemnification obligation and such settlement does not adversely affect the indemnified Party's business; and

12.5.6 each indemnified Party will undertake commercially reasonable efforts to mitigate any loss or liability resulting from an indemnification claim related to or arising out of this Agreement.

13. **LIMITATIONS OF LIABILITY**

13.1 **No Consequential Damages**. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 **Maximum Aggregate Liability**. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO BOTH PARTIES, THE RISKS HAVE BEEN ALLOCATED BY THE PARTIES, AND THE PARTIES AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM IS MADE AGAINST THE APPLICABLE PARTY.

13.3 **No Liability of Riskonnect's Licensors**. IN NO EVENT SHALL RISKONNECT'S LICENSORS HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.4 **Exemptions from Limitations.** NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW

14. **GENERAL**

14.1 **Assignment**. Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other Party's prior written approval (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety without the other Party's consent to (i) a parent or subsidiary or (ii) in connection with a merger, acquisition, corporate reorganization, change in control, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Any purported assignment in violation of this Section 14.1 shall be void.

14.2 **Promotional Use**. Riskonnect may publicize the fact that Customer has engaged in the authorized use of the Riskonnect Service. Riskonnect may also use Customer's name and brand image or trademark according to Customer's published guidelines for such use and will not state or imply that Customer endorses or recommends the Riskonnect Service.

14.3 **Aggregated and De-Identified Information**. Riskonnect or its Affiliates may collect and process information about Customer's use of the Riskonnect Service, may analyze and aggregate such data and information with data and/or information Riskonnect may have obtained or may in the future obtain from other of its customers, publicly available sources and/or data providers, and may disclose such analyses and aggregated data to individual prospective or current customers, provided that (i) such data is aggregated and de-identified prior to such use, (ii) Riskonnect does not use such aggregated and de-identified data in a manner which would allow identification of Customer or individuals, and (iii) Customer Data is not transferred to such prospective or current

customers. Subject to Riskonnect's confidentiality obligations set forth in Section 5 herein, Customer agrees that Riskonnect or its Affiliates may use aggregated and de-identified data for these purposes.

14.4 **Modeling and Analytics**. Riskonnect may provide Customer with Modeling and Analytics Services. The Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to Riskonnect is inaccurate or incomplete or should change, the Modeling and Analytics Services provided by Riskonnect could be materially affected. The Modeling and Analytics Services are subject to inherent uncertainty, and actual results may differ materially from that projected by Riskonnect. These services are provided solely for the Customer's benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. Riskonnect shall have no liability to any third party in connection with the Modeling and Analytics Services or to Customer regarding such services performed or provided by a third party.

14.5 **Construction and Interpretation**. This Agreement may be executed and delivered by original signature or any image capturing technology (including by electronic signature), and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same document. The Section and paragraph headings contained herein are for convenience of reference only and shall not be considered as substantive parts of this Agreement. The use of the singular or plural form shall include the other form and the use of the masculine, feminine or neuter gender shall include the other genders. In construing or interpreting this Agreement, the word "including" shall not be limiting and the word "hereunder" shall mean under this Agreement. The Parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party. In the event of a conflict between a SOW and these Terms and Conditions, the SOW shall govern, but only with respect to the Professional Services set forth in such SOW. In the event of a conflict between these Terms and Conditions and the Supplemental Materials, these Terms and Conditions shall govern. In the event of a conflict between the Agreement and a Customer's code of conduct, the terms of this Agreement shall govern.

14.6 **Entire Agreement**. This Agreement comprises the entire agreement between Customer and Riskonnect and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. For avoidance of doubt, any non-disclosure agreement previously executed between the Customer and Riskonnect is hereby terminated. No text, terms or conditions set forth on any other purchase order, preprinted form or other electronic or non-electronic document not expressly incorporated into this Agreement shall add to or vary the terms and conditions of this Agreement unless otherwise signed by authorized representatives of the Parties. Riskonnect shall not be required to sign a purchase order. Without limiting the generality of the foregoing, no provisions of any shrink-wrap, click-through, online terms or other form of agreement that may be made available by Customer or otherwise exchanged between the Parties constitute a binding agreement or serve to modify the provisions of this Agreement, even if a user or authorized representative of Riskonnect purports to have affirmatively accepted those provisions. Riskonnect shall not be required to enter into any agreement with a third-party data provider regarding data interfaces or the provision of Customer Data under this Agreement.

14.7 **Notice**.

14.7.1 Any notice or other communication given by a Party under this Agreement shall:

14.7.1.1 be in writing and in English;

14.7.1.2 be signed by, or on behalf of, the Party giving it (except for notices sent by e-mail); and

14.7.1.3 be sent to the relevant Party at the address set out in Section 14.7.3.

14.7.2 Notices may be given, and are deemed received:

14.7.2.1 by hand: on receipt of a signature at the time of delivery;

14.7.2.2 Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

14.7.2.3 Royal Mail International Tracked & Signed OR Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and

14.7.2.4 by email on receipt of a delivery email from the correct address.

14.7.3 Notices and other communications shall be sent to:

Riskonnect, Inc. for the attention of the CFO:
380 Interstate North Parkway SE, Suite 400
legal@riskonnect.com

and

County of Fresno for the attention of Fresno County Risk Manager at:
2220 Tulare St.
HRRiskManagement@fresnocountyca.gov

14.7.4 Any change to the contact details of a Party as set out in Section 14.7.3 shall be notified to the other Party in accordance with Section 14.7.2 and shall be effective on the date specified in the notice as being the date of such change, or if no date is so specified, 5 Business Days after the notice is deemed to be received.

14.7.5 All references to time are to the local time at the place of deemed receipt.

14.7.6 This Section does not apply to notices given in legal proceedings or arbitration.

14.7.7 A notice given under this Agreement is not validly served if sent by e-mail only.

14.8 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14.9 **Relationship of the Parties**. No joint venture, partnership, employment, or agency relationship exists between Customer and Riskonnect as a result of this Agreement or use of the Riskonnect Service.

14.10 **Third-Party Beneficiaries**. Except as may be provided in the applicable Product Schedule, there are no third-party beneficiaries to this Agreement.

14.11 **No Waiver of Rights**. The failure of either Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by either Party in writing.

14.12 **Export Control**. Riskonnect and Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Riskonnect Service and Professional Services. Without limiting the foregoing, each Party represents that it is not named on any U.S. government denied party or sanctioned list. Customer hereby represents and warrants that it shall not permit Users to access or use the Riskonnect Service in a U.S.-embargoed country or in violation of any U.S. export law or regulation and shall indemnify Riskonnect and its employees, officers, directors, and agents from any breach of this warranty.

14.13 **Force Majeure**. Neither Party shall be liable to the other for any failure or delay in the performance of its obligations (except for required payment obligations above) for any cause that is beyond the reasonable control of such Party, including, without limitation, acts of God, shortages of supplies, labor or materials, strikes and other labor disputes, storms, floods, acts of war or terrorism, failure of third-party hardware, software, services or networks, failure of service providers, utility blackouts or brownouts, failure of telecommunications or the internet, and actions by a governmental authority (such as changes in government codes, ordinances, laws, rules, regulations, or restrictions).

14.14 **Surviving Provisions**. Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 1, 2.3, 3.2, 4, 5, 6, 0, 11.5, 11.6, 13, and 14 (except 14.1 and 14.2), as well as all payment obligations, shall survive such termination.

14.15 **Governing Law**. Laws of the State of California govern all matters arising from or related to this Agreement.

14.16 **Disputes; Mediation; Binding Arbitration; Emergency Relief**.

14.16.1 All claims and disputes between the Parties arising under or relating to this Agreement shall first be presented for mediation by a Party providing written notice to the other Party of its intent to mediate.

14.16.2 If that mediation does not resolve the dispute within forty-five (45) business days of said notice, all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration governed by the California Arbitration Act (CCP §1280 et seq.)

14.16.3 Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in cloud-based web services and shall include a written record of the arbitration hearing. The Parties reserve the right to object to any individual employed by or affiliated with a competing organization or entity. Judgment upon the award of arbitration may be entered in any court of competent jurisdiction.

14.17 **Compliance with Anti-Bribery Laws**. Each Party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and similarly applicable anti-corruption and anti-bribery laws ("**Anti-Corruption Laws**"). Each Party agrees that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations), (b) to any political party, official of a political party, or candidate, (c)

to an intermediary for payment to any of the foregoing, or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this Agreement.

SCHEDULE A
PRODUCT SCHEDULE

Schedule A

SUPPLEMENTAL TERMS AND CONDITIONS (RISKONNECT APPLICATIONS)

The following Additional and Amended Definitions, Additional Terms and Conditions and Additional Exhibits are incorporated into the Agreement by reference to the extent Customer has subscribed to one of the following Riskonnect Applications offered via the Platform Service described below as more fully set forth on a Subscription Order and/or SOW:

- Integrated Risk Management Services (IRMS)
- Risk Management Information System (RMIS)
- Health & Safety (H&S)
- HealthCare
- Enterprise Risk Management
- Internal Audit
- Regulatory & Compliance Management
- Sarbanes Oxley - SOX
- Third Party Risk Management
- Business Continuity Management

All defined terms in this Schedule A have the meanings set forth in the General Terms and Conditions, as and to the extent amended below.

1. Additional and Amended Definitions:

1.1 "**Data Infrastructure**" means the data processing resources within the Riskonnect Service, including but not limited to, data and file storage, within Customer's account configured in the Riskonnect Service platform.

1.2 "**Licensors**" shall also include:

1.2.1 salesforce.com (Platform Provider);

1.2.2 Rackspace (secure server environment for converting source data);

1.2.3 Adobe EchoSign (e-signature); and

1.2.4 Domo (Riskonnect Insights data visualization).

1.3 "**Platform Provider**" means Salesforce.com, Inc.

1.4 "**Platform Service**" means the online, web-based service provided by Platform Provider to Riskonnect in connection with Riskonnect's provision of the Riskonnect Service.

1.5 "**System Administrator**" means a User designated by Customer who is authorized to create User accounts, to purchase subscriptions by executing a Subscription Order, and to otherwise administer Customer's use of the Riskonnect Service.

2. Additional Terms and Conditions

2.1 **Sole Provider**. Notwithstanding any access Customer's Users may have to the services of Riskonnect's Licensors via the Customer's configuration of the Riskonnect Service, Riskonnect is the

sole provider of the Riskonnect Service and Customer is entering into a contractual relationship solely with Riskonnect. In the event that Riskonnect ceases operations or otherwise ceases or fails to provide the Riskonnect Service, Riskonnect's Licensors have no obligation to refund Customer any fees paid by Customer to Riskonnect or to provide Customer the Riskonnect Service.

2.2 **Modifications Performed by Customer**. Any configuration, development, or data integration services to the Customer's instance of the Riskonnect Service that is performed by Customer or Customer's third parties is not covered by Software Support and Riskonnect shall have no liability whatsoever for such services. However, Customer may request Riskonnect to render support services for configurations and modifications performed by Customer provided that such Annual Services shall be billable to Customer at Riskonnect's then current hourly rate.

2.3 **Data Infrastructure**. Customer's subscription includes a specific quantity of Data Infrastructure, as set forth on the applicable Subscription Order. The Riskonnect Service includes administrative features that permit Customer's System Administrator(s) to view and monitor Customer's utilization of Data Infrastructure. If Customer exceeds the amount of Data Infrastructure as set forth in the Subscription Order, Customer shall be charged for any additional Data Infrastructure used and pay additional subscription fees. Provided that any such changes do not adversely impact Customer Data Infrastructure limits or rights as agreed to in this Agreement, Riskonnect reserves the right to establish or modify with thirty (30) days' notice its general Data Infrastructure practices and limits, provided the minimum amount of storage included without additional charge may not be modified without Customer's prior written consent.

2.4 **Licensors' Warranty Disclaimer**. NOTHING IN THIS SCHEDULE A, SECTION **Error! Reference source not found.** SHALL LIMIT RISKONNECT'S WARRANTIES OR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THOSE THAT RISKONNECT MAKES AND/OR PROVIDES ON BEHALF OF RISKONNECT'S LICENSORS. Notwithstanding the foregoing, to the maximum extent permitted by law, Riskonnect's Licensors make no, and disclaim all, warranties of any kind, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights with respect to the Platform Service, and/or the Riskonnect Service, or any of the products and services offered by Riskonnect's Licensors. Riskonnect's Licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Riskonnect Service. Riskonnect's Licensors do not represent or warrant that the Riskonnect Service will be available, secure, timely, uninterrupted or error-free; the Riskonnect Service or any of the products and services offered by Riskonnect's Licensors will meet Customer's requirements or expectations; any data stored using the Riskonnect Service will be accurate, reliable, or secure; errors or defects in the Riskonnect Service will be corrected; or the Riskonnect Service or the Data Infrastructure used by Riskonnect to make the Riskonnect Service available are free of Disabling Code, viruses or other harmful components.

2.5 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, except Platform Provider shall be a third-party beneficiary to this Agreement solely as it relates to the provisions herein that relate to the use of the Platform Service.

2.6 **Data Portability and Deletion**

2.6.1 **Prior to Termination or Expiration**. At any time during the Term of this Agreement, Customer will have access to and the ability to extract the Customer Data. Customer may schedule a weekly data export from within the Riskonnect Service for Customer's own backup purposes.

2.6.2 **After Termination or Expiration**. If this Agreement terminates for any reason, within 30 days of Customer's written request (provided that Riskonnect receives the request before the effective date of termination), Riskonnect will provide Customer Data to Customer in Riskonnect's then current standard format and layout using Customer's available Annual Service hours or at additional cost, if Customer's Annual Service hours have been exhausted. Riskonnect shall thereafter delete Customer Data. Riskonnect's Data Transfer Protocols shall apply to any transfer of Customer Data under this section.

2.7 **User Access**. It is Customer's responsibility to designate the applicable access to be granted to each User. Customer assumes full legal and financial responsibility for all instructions of any nature that are reasonably accepted and acted upon by Riskonnect in accordance with such designation. Customer shall promptly notify Riskonnect if it becomes aware that the security of its designations has been compromised. Users shall only access, use, and/or configure those modules and features associated with the applicable Riskonnect Application(s) to which Customer subscribes under this Agreement. If a User accesses, uses, configures, and/or replicates a Riskonnect Application module or feature within the Riskonnect Service other than those to which Customer has subscribed, then Riskonnect shall notify Customer of the unauthorized access or use. If such unauthorized access or use by the User is not discontinued within 10 days, then Riskonnect will adjust Customer's subscriptions and invoice Customer for the additional Riskonnect Application, module or feature being accessed or used.

3. Additional Exhibits

The following Exhibits are incorporated into this Schedule A:

Exhibit 1 to Schedule A – Riskonnect Products Special Terms of Use

The Service Level Agreement found at https://riskonnect.com/legal-sla/.

Exhibit 1 to Schedule A

Riskonnect Products Special Terms of Use

A. Riskonnect Insights Terms of Use

Subject to the terms and conditions of the Agreement and this Exhibit 1 (herein "**Exhibit**"), Riskonnect provides Customer's Users a subscription to use Insights expressly for risk-related data.

B. Riskonnect eSignature Terms of Use

1. Subject to the terms and conditions of the Agreement and this Exhibit, Riskonnect provides Customer's Users a subscription to use Riskonnect eSignature which is based upon the Adobe Sign service, formerly Adobe EchoSign Service ("Adobe Sign") in Customer's configuration of the Riskonnect Service for up to two-thousand transactions annually. As a condition of the subscription to Adobe Sign, Customer shall abide by the Adobe Sign terms of use ("**TOU**") located at http://www.adobe.com/legal/terms.html. Riskonnect agrees to notify Customer of any changes to the TOU that have any material negative impact on Customer relative to Customer's configuration of the Riskonnect Service as provided under the Agreement. Except for the express limited rights granted under the Agreement, this Exhibit, and the TOU, no right, title or interest in or to any of Adobe intellectual property or products is granted, transferred or otherwise provided.

2. By using the electronic signature feature of Adobe Sign, Customer agrees to conduct a particular business transaction with electronic documents and electronic signatures instead of paper-based documents and wet ink signatures. Customer is under no obligation to transact business electronically using Adobe Sign.

3. As Riskonnect does not have the capability to verify the identity or the authority of an electronic signatory to a document submitted through Adobe Sign, Customer agrees that Customer is solely responsible for verifying the identity of each other signatory to a document. Riskonnect does not certify the validity, completeness, or enforceability of any document submitted through Adobe Sign.

4. While Adobe Sign complies with the United States Electronic Signatures in Global and National Commerce Act ("**ESIGN**"), Customer shall be solely responsible for compliance as well as its advice, counsel and recommendations of all laws and regulations concerning Customer's use of Adobe Sign regardless of the type of purpose, industry, or country.

5. Except as otherwise required by a court of law having proper jurisdiction over such matters, Riskonnect has no obligation and no duty to become involved in any dispute between Customer and any third party in connection with Customer's use of ADOBE SIGN. IN THE EVENT RISKONNECT BECOMES INVOLVED IN A DISPUTE (E.G., AS A PARTY OR WITNESS) AS A RESULT OF YOUR USE OF ADOBE SIGN, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RISKONNECT FROM ANY CLAIM, SUIT OR PROCEEDING BROUGHT AGAINST RISKONNECT BY A THIRD PARTY IN CONNECTION WITH ANY ACTS OR OMISSIONS WITH REGARDS TO YOUR USE OF ADOBE SIGN. The preceding sentence does not apply to disputes concerning the scope of Riskonnect's authority to sublicense Adobe Sign to You, or intellectual property disputes related to or involving Adobe Sign which, like all other disputes, shall be handled in accordance with the Agreement.

6. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT AND TOU, ADOBE SIGN IS PROVIDED AS-IS AND RISKONNECT HEREBY DISCLAIMS AND MAKES NO OTHER REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

7. **Fair Use Policy**. Customer must not use or allow any person to use Adobe Sign in a way that Riskonnect or Adobe reasonably considers to be:

- a breach of any law, code or regulatory standard;
- a breach of the TOU;
- likely to disrupt the provision of services to other Riskonnect customers;
- designed to avoid any restrictions placed by Riskonnect or Adobe on Adobe Sign; or
- otherwise unreasonable or excessive.

If Riskonnect, in its sole discretion, determines that Customer has breached this Fair Use Policy, Riskonnect will notify Customer of the breach and request that the prohibited activity be discontinued. If, after being contacted, Customer continues to be in breach of this Fair Use Policy, Riskonnect may without further notice, limit, suspend or terminate the Customer's Adobe Sign service.

C. Riskonnect Alerts Service Terms of Use

DISCLAIMER OF WARRANTY AND LIABILITY. NOTWITHSTANDING RELATED PROVISIONS IN THE AGREEMENT, RISKONNECT NEITHER MAKES ANY WARRANTY NOR ACCEPTS ANY LIABILITY WITH REGARD TO THE TIMELINESS AND ACCURACY OF THE THIRD-PARTY DATA DELIVERED THROUGH THE RISKONNECT ALERTS SERVICE. FURTHERMORE, THE PARTIES EXPRESSLY AGREE THAT ANY NON-CONFORMITY OR FAILURE OF THE RISKONNECT ALERTS SERVICE SHALL NOT GIVE REASON TO TERMINATE THE AGREEMENT FOR CAUSE.

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A TO THE AGREEMENT

Statement of Work No. 01: County of Fresno

This Statement of Work ("**SOW**") is by and between **County of Fresno** ("**Customer**") and **Riskonnect, Inc.** ("**Riskonnect**"), pursuant to the attached Master Services Agreement by and between the Parties ("**MSA**"). Capitalized terms used but not defined herein shall have the meanings accorded to them in the MSA. The effective date of this SOW is the later of the dates beneath the Parties' signatures below. This SOW is governed by the terms and conditions of the MSA. In the event of a conflict between the MSA and the terms of this SOW, the MSA shall prevail.

1. **SOW Purpose.** The purpose of this SOW is to outline the requirements for the configuration of the Riskonnect Service to assist Customer by improving Customer's ability to manage risk related processes within a single system.

2. **Project Scope.**
   2.1. The scope of this implementation is defined by the deliverables and project activities described in subsequent sections of this SOW. Any configuration modifications different from Riskonnect's "Standard Product" (which is defined as the base configuration of the applicable solution as it is initially loaded into Customer's unique instance of the Riskonnect Service, and which may be further defined by Riskonnect Standard Product Documentation), and not due to a data interface requirement, are specified below.
   2.2. The project deliverables that are listed in this SOW are the items that Riskonnect agrees to deliver to under this SOW. Any changes to the existing scope of the SOW will be documented and managed using the Project Change Order process. *Unless otherwise specified in this SOW, configuration of any subscribed applications is limited to work expressly identified as part of this SOW.*

3. **RISKONNECT SERVICE DELIVERABLES**

   3.1. **Riskonnect Service Application(s): Risk Management Insurance System – Professional Version**

RMIS Pro	
Hierarchy Management	Enables tracking of your organizational structure. Hierarchy records can be linked to various business records, for example but not limited to, Claims, Policies, Properties, Assets, and Exposures in the base product. <u>Configuration:</u> Base record types, screens, fields, automated processes, and validations for Hierarchy, Hierarchy Tree, and Files. <u>Hierarchy Data:</u> *One-time spreadsheet upload of Customer's Hierarchy data. See Riskonnect Service Data Deliverables section.* <u>Assumptions</u>: 1. Base automated processes
Contact Management	Contact objects are available to hold information on companies and people. 1. Contacts can be linked to any object in the system. 2. Identify where a contact is referenced throughout the system.

	3. Track contact detail such as email address and location/mailing address information. Configuration: Base record types, screens, fields, and validations for the Contact object. 1. Up to five (5) existing field changes. No new field additions. Assumptions: 1. Contact Records will be tied to only one (1) level of Hierarchy. 2. Claims will be tied to the same level of Hierarchy.
Incident Intake – Digital Experience: User Interface and Site Access	Enables clients to minimize the burden of Incident data collection ensuring the most relevant information is gathered. Users and non-users may enter incident records, along with supporting details, attachments, and witnesses' information. Configuration: Incidents captured via the Riskonnect Digital Experience Community will be stored in the Incident and Incident Detail objects separate from the Claims object, containing the following standard Incident Types: 1. Employee Injury (Workers Compensation) 2. Auto Liability/Auto Physical Damage 3. Property 4. General Liability Configuration of: 1. Up to twenty (20) field label changes to the standard portal screens 2. Up to twenty (20) field additions to the standard portal screens 3. Up to eight (8) Hide/Show logic additions to the standard portal screens. 4. One (1) color scheme 5. One (1) customer logo Assumptions 1. Attachments will not be categorized. Site Access Authentication: Public site: 1. Incident Reports will be accessible via a Public Digital Experience. 2. The Riskonnect Digital Experience Community will only allow a one-way entry of data. The 'lookup' to the data held in the Riskonnect application may be limited to restrict security concerns. 3. No user login security is applied. No limits are applied to prevent anyone from accessing the site if they have the link. 4. There is no user ID or password management available with this authentication method. 5. Access is limited to only reporting Incidents. Retrieving, viewing, or editing existing Incident records is not available on a Public Digital Experience.
RMIS Incident Management	Enables authorized users to access, review, and update submitted incident records to facilitate incident management tasks and functions. Configuration: Base record types, screens, fields, and validations for the Incident and Incident Details objects to account for the following Incident types: 1. Employee Injury (Workers Compensation) 2. Company Auto Damage 3. Company Property Damage 4. General Liability 4.1. Third Party Auto Damage 4.2. Third Party Auto Bodily Injury 4.3. Third Party Bodily Injury 4.4. Third Party Property Damage

	Configuration includes: 1. Up to twenty (20) existing field changes 2. Up to twenty (20) new field additions 3. Standard Convert to Claim functionality to create Claims from Incident Detail/Incident record 4. Up to two (2) RK Incident configurable searches 5. New Incident Notification flow configuration which may include up to: a. Three (3) Objects b. Five (5) branching logic pathways c. Three (3) qualifying criteria per pathway d. Five (5) Email Templates Assumptions: 1. For security, Riskonnect recommends that PII or PHI information is not shared within the email.
RMIS Claims Management	Enables consolidation of all claims data into a single location to track and analyze claims from initial submission through final settlement to resolve claims faster and reduce costs. Includes: 1. Task/diary functionality 2. Notes functionality with ability to categorize notes 3. File attachment functionality 4. Standard Claim Abstract 5. Status – Open Claim, Closed Claim, Reopened Claim 6. Standard Claim Validations 7. Occurrence - associated for financial aggregation and enhanced insight into the combined cost of the claims Configuration: Base record types, screens, fields, and validations for the Claim, Claim Transaction, Adjuster Note, File, Occurrence objects and Claim Abstract document. Standard Claim record types include: 1. Auto Liability/Auto Physical Damage 2. General Liability 3. Property Damage 4. Workers Compensation 5. Medical Malpractice Configuration includes: 1. Up to twenty-five (25) existing field changes 2. Up to fifteen (15) new field additions 3. One (1) Home Page with up to five (5) changes to be used for all platform users 4. Up to five (5) Global Search Result changes 5. Up to two (2) RK Claim Configurable Searches 6. Up to two (2) RK Inbound Email Services from Claim or Incident 7. Zip File Lightning Component Assumptions: 1. Zip File Lightning Component works on Files, not the Attachments object.
Insurance Policy Management	Enables tracking of the organization's insurance policy information for monitoring with integration to claim data for reporting and analysis. Configuration: Base record types, screens, fields, and validations for the Insurance Policy Management module that includes the following objects: 1. Policy 2. Policy Participant 3. Limit 4. Deductible Configuration includes:

	1. Up to five (5) existing field changes 2. Setup of the Claim Lookup Filter for Policy 3. AM Best Integration – Insurer Ratings updated Monthly Policy Data: *One-time spreadsheet import of Policy data. See data deliverable section. Attachments are excluded.* Assumptions: 1. Manual Policy Attachment to Claim.
Property Management	Enables the tracking of all Property detail including Construction, Occupancy, Protection, Environmental (C.O.P.E) and Statements of Value (S.O.V.). Configuration: Base record types, screens, fields, and validations for the Property Management module that includes the following objects: 1. Property 2. Property Values 3. Property Recommendations Property Data: *One-time spreadsheet import of Property and Property Value data. See data deliverable section.* Assumptions: 1. Properties can be linked to the Hierarchy.
Asset Management	Enables the tracking of the organization's assets' details. Configuration: Base record types, screens, fields, and validations for the Assets object, including the following standard record types: 1. Airplane 2. Machinery 3. Miscellaneous 4. Storage Tank (AST and UST) 5. Tools / Equipment 6. Vehicles 7. Vessels Configuration of up to ten (10) field changes or additions, one (1) additional record type, and one (1) associated page layout to Assets.
Exposure Management	Enables summarized tracking of the organization's exposure values aligned with the Organization Hierarchy. Configuration: Base record types, screens, fields, and validations for the Assets object, including the following standard record types: 1. Payroll 2. Payroll Codes 3. Headcount 4. Labor hours 5. Mileage 6. Revenue 7. Other values for incremental or cumulative evaluation Configuration includes up to five (5) field changes or additions. Assumptions: Work hours and headcount exposure data are required for OSHA reporting.
Litigation Management	Enables the tracking of litigation detail and associates legal activity with all related claims.

	Configuration: Base record types, screens, fields, and validations for the Litigation, Litigation Status, and Litigation Transaction objects, including the following functionality: 1. Litigation object tracks legal notes, tasks, documents, legal dates, and attorney information associated to the matter. 2. Legal Transaction object allows financials to be recorded directly against the Litigation record. 3. Litigation Status object allows for recurring records that track the status of a legal matter, including settlement offers and counteroffers. Configuration includes up to five (5) total field changes or additions.
Automation: Flows & Email Templates - If additional support is required, then a new SOW can be initiated for additional support hours.	Enables the ability to automate actions and processes based on specific criteria met. Configuration: Up to three (3) flows and two (2) email templates for automated emails, screens, or custom flow processes.
Unless stated above, use of standard layouts, fields, and validation is included without additional configuration assistance provided by Riskonnect Professional Services. Customer's Administrator User License can make screen design changes.	

3.2. Riskonnect Service Application: Additional RMIS Components

Riskonnect Service Application: Additional RMIS Components	
Certificates of Insurance	Enables an organization to track and manage their incoming certificates of insurance (COI), providing a central repository to assist with the certificate renewal and compliance maintenance process. Configuration: 1. Base screens, fields, record types, and validations for Certificate of Insurance and Certificate of Insurance Requirement objects, to include the following coverages: 1.1. General Liability 1.2. Auto Liability 1.3. Workers' Compensation 1.4. Property 1.5. Environmental 1.6. Umbrella / Excess 1.7. Crime 1.8. Inland Marine 1.9. Boiler & Machinery 1.10. Other Includes up to twenty (20) field changes or additions.
Certificates of Insurance - Optical Character Recognition (OCR)	Enables users to upload an Acord 24 or Acord 25 form and the OCR process will create a new Certificate of Insurance record by extracting the appropriate insurance information from the supplied form. Configuration: 1. Optical Character Recognition (OCR) for Certificates of Insurance, automating the entry of Certificate Of Insurance detail. Supported Forms: 1.1. Acord 24: Certificate of Property Insurance 1.2. Acord 25: Certificate of Liability Insurance

	2. Typed\Printed text only. Handwritten forms are out of scope. Supported File Types JPG, PDF, PNG
OSHA Tracking & Work Status	Enables OSHA recordable and Work Status tracking for OSHA Log reporting. <u>Configuration:</u> 1. Base screens, fields, record types, and validations for the Work Status object 2. Includes up to four (4) field changes or additions.
Claim Texting Services	Enables the claim adjuster to communicate with claimant or other claim parties via text messaging. <u>Configuration:</u> Deployment of integrated Twilio texting services, which enables text messages to be sent from, and received to a claim, incident, or occurrence record. 1. Claimant or other claim party receiving the text can reply with a message or attachment. 1.1. If only once claim/incident/occurrence is found matching the contact, the text is automatically linked to that claim/incident/occurrence. 1.2. If the system finds multiple claims/incidents/occurrences for the contact, the text message is associated to the claim/incident/occurrence with a started text thread. If there is more than one claim/incident/occurrence with a started text thread, the text message will not be associated. 1.3. If no claim/incident/occurrence is found with a text thread, then the text message will not be associated. 1.4. Unassociated text messages can be manually associated to the appropriate claim/incident/occurrence. 2. Party receiving the text can reply with a message or attachment. 2.1. Association of the text message to the claim/incident /occurrence is similar to claimant text messaging (see point 1). <u>Delivery Notes</u>: 1. Contact must be previously 'opt-in' to receive a text message. 2. Text messaging utilizes new cellphone field on the contact record. May need to be mapped in HR feed. 3. Texting service is limited to US mobile providers and texts cannot be sent to foreign telephone numbers at this time. 4. Customer will utilize Contact roles. 5. Confirmations received by the Customer related to the texting services are not available (e.g., recipient received receipt, recipient read receipt, etc.).

3.3. Riskonnect Data Service Deliverables

Data shall be provided pursuant to the data transfer protocols ("**DTPs**") as outlined here: https://riskonnect.com/legal-dtps/. Untimely or incomplete receipt of Customer's Data, poor data quality, or failure to provide data in a consistent layout and format will impact project timeline and budget. Customer agrees to ensure all completed data sets described in this section are provided either from Customer or its third-party Service Providers to Riskonnect according to the agreed project schedule or within 30 days of Riskonnect providing a data request letter, when required.

Riskonnect Service Application: Data Deliverables			
Data Deliverables: Ongoing Data Interfaces	Interface Type (Standard / Custom)	Data	Frequency

Claims Express-CXP/Insurity (GL) Inbound	Custom	Claim Detail Claim Financial Transactions	Daily
CMS-Ventiv (WC) Inbound	Custom	Claim Detail Claim Financial Transactions	Daily

For ongoing data interfaces, support needs resulting from issues outside of Riskonnect's control (e.g. data provider mistake resulting in interface failure, a load failure caused by lack of data arrival, etc.) will be provided using Customer's subscribed service hours, provided that Customer has enough subscribed service hours available. In the event Customer does not have enough subscribed service hours available, Riskonnect shall bill Customer for the unpaid service hours to address this support need at Riskonnect's current standard hourly rate (without discount) and Customer agrees to pay for such service hours in accordance with the MSA.

Data Services Assumptions

- For initial Data imports, data will be loaded and tested in environments as follows:
  - If implementation is occurring in a new Customer environment that does not contain any live data, Data imports may be loaded directly to Production. Final versions of data files will not be loaded until after Customer UAT signoff.
  - In all environments currently used for live Customer activities, data will be imported to a sandbox environment for UAT testing. Data will not be imported to a Production environment until after Customer UAT signoff.
- For Data imports, Customer UAT typically occurs at three levels:
  - Control totals provided by Riskonnect to validate record counts or total values.
  - Validation of field mapping, record counts and financial totals.
  - Validation of data impact to application functionality such as displays, workflows and reporting.

Riskonnect Service Application: Data Deliverables	
Data Deliverables: One-time Spreadsheet Loads	Data
Organizational Hierarchy Spreadsheet load Criteria: 1. Organizational Hierarchy data should be provided in the template provided to the Customer. 2. Please see the "RK_Import_Template_Location" template provided to the customer on **(2/11/26)** for additional details.	Spreadsheet import of Hierarchy/Locations data to be imported into Hierarchy object.
Insurance Policy Data Spreadsheet load criteria: 1. Customer will provide data in a pre-defined Riskonnect excel spreadsheet format.	Insurance Policy detail to be imported to the Policy object. Excludes the following: 1. Loading Policy Endorsement, Policy Loss, Policy Transaction, Policy Map, Policy Participant, Policy Section Node Association, Policy Subsection, Policy Transaction objects

	2. Relating claims to Policy or Policy Section objects 3. Fields not specifically included in the Riskonnect Data import document
Property Detail and Property Values Spreadsheet load Criteria: 1. Property and property Values data should be provided in the template provided to the Customer.	Property Detail to be imported to the Property Detail object Property Values* to be imported to the Property Values object *A matching Property identifier must be present on both Property Detail and Property Values in order to link the two records.

Spreadsheet Preparation:

Customer shall prepare each spreadsheet in Excel (.CSV) format, and each spreadsheet shall remain in a consistent format and layout for import, including removing any formatting (e.g.: currency symbols, subtotals).

1. Each file will contain one tab that serves as the master data set for import to Riskonnect.
2. The tab will contain a header row containing column headers to identify field name in Riskonnect.
3. Record count not to exceed 10,000 records
4. Field count not to exceed 100 fields per file
5. Each file should contain a unique ID for each record.
6. If spreadsheet data will link to existing system data, the unique ID must match unique ID of the related object.
7. Each object requires separate spreadsheet (Property Detail, Property Values)
8. Data preparation should consider:
   - 8.1. Enforce consistent naming conventions or picklist values (State = CA, CAL, California)
   - 8.2. Date ranges should be tracked in separate fields (Effective Date, Expiration Date)
   - 8.3. Confirm date formatting is consistent (mm/dd/yyyy or mm/dd/yyyy – column can't contain both formats)
   - 8.4. First and last names should be in separate fields (last name should be fully populated)
   - 8.5. Check for "hidden" columns on the spreadsheet, remove columns not needed

Out of Scope: File Attachments

Unless otherwise specified in a Project Change Order, Riskonnect is not responsible for altering, correcting, or modifying any spreadsheets that are delivered in a format and layout that is inconsistent from the initial spreadsheet load. In the event Customer wishes for Riskonnect to perform this type of spreadsheet clean-up work, Riskonnect shall invoice Customer for the work effort to complete this task at Riskonnect's current standard hourly rate (without discount), and Customer agrees to pay for such service hours in accordance with the MSA.

3.4. **Riskonnect Service Reporting and Analytics:**

The table below details the reporting and analytics solutions delivered as part of this SOW. During the project planning phase, Customer will prioritize the desired reports and will provide samples/mock-up of the reports, along with business rules or algorithms for the calculations contained therein. Riskonnect does not include any additional work effort for reporting/analytics unless Customer has identified a specific report for Riskonnect to create under this SOW.

If Customer needs additional reports created that are not listed below, requires additional modification to existing reports, requests support for analytics, or requires any configuration related to reporting and analytics, then a Project Change Order can be initiated for additional service hours at Riskonnect's current

standard hourly rate (without discount), and Customer agrees to pay for such service hours in accordance with the MSA.

Standard Platform Reports

As part of this SOW, Riskonnect will provide its current standard set of platform reports and dashboards.

Configuration:

1. Up to five (5) existing Platform Report updates
2. Up to five (5) existing Platform Dashboard updates

Insights

Provides self-service capabilities to allow card building and importing/transforming data from various data sources utilizing data connectors and import tools within the Riskonnect Insights environment.

Configuration:

Standard deployment of Insights including:

1. Objects:
    a. Claim
    b. Claim Transaction
    c. Hierarchy
    d. Litigation
    e. Time Dimension
    f. Exposure
    g. Adjuster Notes
    h. Assets
    i. Certificate of Insurance
    j. Contact
    k. Property
    l. Property Value
    m. Policy
    n. Policy Section
    o. Work Status
    p. Data Source
    q. States/Provinces
    r. Calendar (not a Salesforce object)
2. Dashboards:
    a. What is Driving Claim Costs
    b. Coverage Specific Summary dashboards: Workers' Compensation, Auto Liability and Physical Damage, General Liability, Property
    c. Exposures
    d. Are claims being managed efficiently
    e. Claims Financial Summary
    f. Reserve Management
    g. RMIS – Datasets

Assumptions:

1. The creation, maintenance, and validation of self-service cards, data sources, and data models is Customer's responsibility.

2. Any work effort required to assist in defining, creating, maintaining, and/or validating self-service cards, data sources, and data models is not included.

Cognos Reporting
Riskonnect will configure a standard Cognos environment to include standard Cognos reports, technical infrastructure, framework, and data tree. Note: 1. OSHA Standard includes OSHA 300, 300A and 301 reports. 2. If Loss Triangles or OSHA Reporting require special data handling, formatting, non-standard parameters, and any other element not standard within these report templates, these changes will be handled via a Change Order. Derivatives of these templates will be handled either through a new SOW or through a Project Change Order.

3.5. Riskonnect Service Training

Riskonnect Service Training
During this implementation, Riskonnect offers both continual online on-the-job training ("OJT") for Client Administrator Users and a standard schedule of Riskonnect University (RKU) training events which can be taken online or in a Riskonnect location. Riskonnect's OJT is designed to give Users introductory knowledge on how to use and maintain the Riskonnect system, while Riskonnect University includes: 1. Up to one (1) Admin Essentials Training session 2. Up to one (1) End User Training session 3. Up to one (1) Insights Training session 4. Up to one (1) Cognos Consumer Training session Training hours can be used for any of these classes for up to ten (10) participants. Our agendas and schedules are posted on the Riskonnect website.

3.6. **Riskonnect Service Security Features and Configuration.** Note: features identified as "*standard*" are features that may not be modified**.**

3.6.1. **Identity (User). *Standard.*** Every User is identified by a username, a password, and a single profile. Together with other settings, the profile determines what tasks Users can perform, what data they see, and what they can do with the data. A User license determines the baseline of features that the User can access. Every User must have exactly one User license. Customer assigns User permissions for data access through a profile and optionally one or more permission sets.

3.6.2. **Profiles/Permissions. *Standard.*** When Users are created, Customer assigns a profile to each User. Profiles define how Users access objects and data, and what they can do within the application. A permission set is a collection of settings and permissions that give Users access to various tools and functions. The settings and permissions in permission sets are also found in profiles, but permission sets extend Users' functional access without changing their profiles**.**

3.6.3. **Sharing/Field Level Security. *Standard.***

3.6.3.1. **Field-level security.** Settings let administrators restrict Users' access to view and edit specific fields in: Detail and edit web pages, Related lists, List views, Reports, Email templates, Imported data. The fields that Users see on detail and edit pages are a combination of page layouts and field-level security settings. The most restrictive field access settings of the two always apply.

3.6.3.2. **Sharing model.** Administrators can control access to data at many different levels. For example, Customer can control the access Customer's Users have to objects with object permissions. Within objects, Customer can control the access Users have to fields using field-level security. To control access to data at the record level, sharing settings is used.

3.6.3.3. **Organization-Wide Defaults.** Customer's organization-wide default sharing settings give Customer a baseline level of access for each object and enable Customer to extend that level of access using sharing rules. For example, Customer can set the organization-wide default for claims to Private if Customer only wants users to view and edit the claims they own. Customer can then create claim sharing rules to extend access of claims to particular Users or groups.

3.6.3.4. **Sharing Rules.** Sharing rules represent the exceptions to Customer's organization-wide default settings. If Customer has organization-wide sharing defaults of Private, Customer can define rules that give additional Users access to records they do not own. Customer can create sharing rules based on record owner or field values in the record.

3.6.4. **Audit Trail.**

3.6.4.1. **Setup Audit Trail. *Standard.*** Logs changes made (change detail, changed by user, and date/time) to the setup/administration of the org. The history is stored for 6 months. The activity can be exported to .csv by any administrator.

3.6.4.2. **Field History Tracking. *Standard.*** Standard is 20 fields per object: Customer can select certain fields to track and display the field history in the History related list of an object. The field history data is retained for up to 18 months.

3.6.5. **Encryption at Rest.**

3.6.5.1. **External Analytics and Data Integration (ADI) Platform. *Standard.*** Riskonnect provides Encryption at Rest for all raw data files, fields, files, attachments, and database files used in data aggregation and analytics activities. This solution prevents sensitive data from residing in clear, decipherable form within Riskonnect's external ADI environment.

3.6.6. **Security Configuration.** Riskonnect will further configure Customer's security features in the Riskonnect Service as follows:

Riskonnect Service Security Configuration
Profiles and Permission Sets are used to determine the access a User is granted to view and edit data within the system. <u>Configuration</u>: Riskonnect will configure up to: 1. Four (4) custom Profiles 2. Four (4) Public Groups 3. Two (2) Permission Sets and related Object permissions 4. Standard Salesforce Single Sign-On (SSO) for named platform users 5. Enhanced File (Attachment) Security on up to two (2) objects

Assumptions: 1. Roles, Queues, Record Level Sharing Rules, and RK Hierarchy Access records are not included. 2. Users must be created in the Riskonnect Platform for use with SSO. 3. SSO does not support user provisioning/deprovisioning from Active Directory.
Single Sign-On (SSO). SSO allows Customer to integrate Customer's Riskonnect logon process with Customer's User authentication system. Standard configuration will be used.

4. Out of Scope:

Out of Scope	
Applications that are not identified above for which Customer has a subscription, or any applications for which Customer does not have a subscription.	While Customer has been given access to certain applications via Customer's subscription, configuration of applications is limited to only those applications and their provided definitions identified in the Deliverables section of this SOW. For clarity, the above sections define what is in scope for this Statement of Work. The list below is not all encompassing for all items that are out of scope for this Statement of Work. If Customer decides later that Customer wants Riskonnect to configure additional applications, this configuration work effort will be handled via a Project Change Order or via a new SOW.
Additional Out-of-Scope Items	1. Merging self-administered financial transactions with TPA financial transactions on the same claim record. 2. Check printing or check requests. 3. Medical Case Management, Medical Bill Review 4. MMSEA/ Section 111 CMS reporting 5. ISO claim query 6. FROI/SROI and State Regulatory Reporting

5. **Project Implementation.**

5.1. Project Assumptions.

5.1.1. Riskonnect manages project activities using its standard practices and procedures, including but not limited to project tracking and creation of a project schedule with Customer, systems, change control, standard frequency of communication with Customer, and acceptance processes. The Estimated Work Effort does not include additional Customer project management activities.

5.1.1.1. Bi-weekly meetings are limited to thirty (30) minute status updates.

5.1.1.2. Unless otherwise agreed to in a project schedule, support for one (1) Go-live for the complete project. "Go-live" as used herein shall mean the project, in whole or in part, is available to Users.

5.1.2. Before any changes are made by Customer to any project environment while this SOW is being executed, they will be reviewed and evaluated by Riskonnect to determine any impact to project timeline, budget and/or hours.

5.2. Riskonnect Responsibilities. In addition to Riskonnect performing the services and deliverables described in this SOW, Riskonnect will be responsible for specific activities throughout the project, including:

5.2.1. Collaboration

5.2.1.1. Mutually agree to the project schedule which aligns the project's functional, technical, and timing requirements.

5.2.1.2. Ensure applicable employees are available to project requests for information and completion of implementation tasks in accordance with the project schedule.

5.2.1.3. Manage the project budget with the Customer.

5.2.2. Project Management

5.2.2.1. Schedule and lead project kick-off with Customer.

5.2.2.2. Align SOW deliverables to mutually agreed project schedule which will define the timing of project stages, tasks and major milestones.

5.2.2.3. Create and maintain the project schedule which aligns the project's functional, technical, and timing requirements.

5.2.2.4. Provide Customer with project communication, including status reports, status calls

5.2.2.5. Manage an issue log, facilitate issue resolution, triage change requests, defects, enhancements.

5.2.2.6. Coordinate Go-live plan, including acceptance dates and sequencing of activities.

5.2.2.7. Manage Change Control Process when a necessary change arises.

5.2.3. Configuration, Testing and Deployment

5.2.3.1. Document project's business requirements and design.

5.2.3.2. Test configuration and data quality of deliverables prior to work product being turned over to the Customer.

5.2.3.3. Deploy deliverables to production environment upon Customer's acceptance post UAT.

5.2.4. Change Control Process. When a need for a change to this SOW is identified by the Customer, Riskonnect will complete an analysis of the impact to the Project.

5.2.4.1. When a change is approved and ready to be implemented, the Parties shall execute a Project Change Order document (PCO) to amend the SOW. Work effort identified in the PCO will not start until after the PCO is executed. The Riskonnect Project Manager will modify the project schedule accordingly.

5.3. Customer's Responsibilities. Customer's team will be responsible for the obligations listed herein, and for any other obligations that may be listed in the project schedule as agreed upon by both parties:

5.3.1. Obtaining Data.

5.3.1.1. Provide data in accordance with the agreed DTPs and aligned with the project schedule.

5.3.2. Collaboration.

5.3.2.1. Mutually agree to the project schedule which aligns the project's functional, technical, and timing requirements.

5.3.2.2. Ensure applicable employees are available to project requests for information and completion of implementation tasks in accordance with the project schedule.

5.3.2.3. Manage the project budget with Riskonnect.

5.3.2.4. Provide Riskonnect information on Customer's internal processes to the extent applicable to Riskonnect's implementation responsibilities under this SOW. Internal processes may include items that could impact Go-live (i.e. blackout periods or browser selections).

5.3.3. Approvals.

5.3.3.1. Customer will approve deliverables and/or execute documents, as defined in the project schedule. Delays in these approvals may impact project tasks and/or project schedule.

5.3.3.2. Customer must complete User Acceptance Testing (UAT) and provide signoff prior to production deployment and/or usage in a production environment.

5.3.4. User Acceptance Testing ("UAT").

5.3.4.1. Create test cases using data and business requirements and executing UAT plan, including any interactions and dependencies with third parties.

5.3.4.2. Customer will set aside time for testing each deliverable in accordance with the timeline in the project schedule.

5.3.4.3. Test cases that identify additional requirements outside of the agreed design deliverables are considered out of scope and may be submitted to Riskonnect through the Change Control Process.

5.4. Project Acceptance and Closure. The following activities will occur to accept and close the project, which is required for the Customer to use the deliverables in a production environment.

5.4.1. Customer will complete End-to-End Testing ("End-to-End Testing" shall mean testing of the complete project deliverables to ensure full functionality), based on the mutually agreed project schedule.

5.4.2. Customer will provide written acceptance to promote deliverables to production.

5.4.3. The project deliverables have been made available for usage by the Customer in a production environment.

5.4.4. Riskonnect will request final project acceptance ("Project Acceptance") on or after the Go-live date. Customer must notify Riskonnect of acceptance in writing within fifteen (15) days after receipt of the Project Acceptance communication.

5.4.4.1. Failure to provide written acceptance or a written reason for dispute within fifteen (15) days after receipt of the Project Acceptance communication will be deemed as acceptance, and the project will be closed.

5.4.4.2. If there is an issue where the Customer feels the project cannot be accepted and/or closed, the following will occur:

5.4.4.2.1. Customer shall provide Riskonnect reasonably detailed, written reasons for rejection. Riskonnect shall use commercially reasonable efforts to promptly correct any rejected deliverables and resubmit such deliverable to Customer. The acceptance procedure shall be repeated until Customer reasonably accepts the project.

5.4.4.2.1.1. The Customer will cease using the deliverables in the production environment.

6. Project Estimates and Cost

Description of Estimated Work Effort	Total
Professional Services as outlined in this SOW	$269,100.00
Riskonnect Investment ** *Riskonnect will make an investment up to the amount shown. Investment is contingent upon MSA, SOW, and Subscription Order being fully executed by March 31, 2026*	**($175,650)
Estimated SOW Total **Pricing is valid through April 30, 2026*	**$87,825

7. **Fixed Price Implementation.** This implementation will be conducted on a fixed price basis for the scope defined in this SOW. Requests for a new SOW or Project Change Order (PCO) to this existing SOW will be quoted at Riskonnect's current hourly rate and will be executed by both parties prior to the commencement of any additional work effort. Travel expenses associated with this project will be approved prior to scheduling and will be invoiced to the Customer at actual cost incurred.

7.1. **Fixed Price Implementation Payment Terms.** Customer agrees to pay the fees outlined herein as set forth in the MSA, invoiced and due upon signing of this SOW.

The Parties, through their authorized representatives, hereby agree to this SOW by affixing their signatures below.

	Customer		Riskonnect Affiliate
	County of Fresno		**Riskonnect, Inc.**
Signature:	Garry Bredefeld	Signature:	Peter Vlerick Peter Vlerick (Mar 6, 2026 01:06:25 CST)
Name:	Garry Bredefeld	Name:	Peter Vlerick
Title:	Chairman of the Board of Supervisors of the County of Fresno	Title:	CFO
Date:	4-7-26	Date:	03/06/2026

Attest:

Bernice E. Seidel

County of Fresno, State of California

By: Hanah

Deputy

Date: 4-7-26

EXHIBIT B
SUBSCRIPTION ORDER

Riskonnect Subscription Order No. 01

This Subscription Order No. 01 ("**Order**") is by and between **County of Fresno** ("Customer") and **Riskonnect, Inc.** ("**Riskonnect**"), pursuant to the attached Master Services Agreement by and between the parties ("**MSA**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. This Order is effective as of the later of the dates beneath the parties' signatures below.

1. **Subscription Term:** For a three (3) year base term and two (2) optional one-year extensions from the Effective Date of this Order.
2. **Subscriptions and Licenses.** Use of standard layouts, fields, and validations for modules is included without additional configuration assistance provided by Riskonnect, unless configuration assistance has been identified in an applicable SOW. Customer is responsible for all activity occurring under its user accounts.

   Customer's subscriptions and licenses under the Agreement are as follows:

Application Subscription Bundle	Annual Fee
Riskonnect Service: Integrated Risk Management Services (IRMS) Bundle Includes: a. 10 Data Infrastructure (GB) b. 35 File Storage (GB) c. 1 Administrator User d. 1 Full User e. 2 Insights f. 20 Role Based User g. 2 eComposer License h. 1,000 Annual eSignature Transactions i. Enterprise Site License j. Intake Site k. Riskonnect Alerts l. Request Center m. Standard Exchange Rates n. Sandbox	$26,000.00
Riskonnect Service: Risk Management Information System (RMIS) Bundle Includes: a. Claims Management b. RK Claims Administration c. OSHA Workstatus d. Property and Values e. Asset Management f. Exposure Management g. Insurance Policy Management h. Incident Management	$25,000.00
Application Subscription Annual Fees	**$51,000.00**

Additional Licenses	Units	Unit Price	Annual Fee

Certificate of Insurance OCR w/1000 Scans	1	$2,500.00	$2,500.00
Texting Services (SMS & WhatsApp)	1	$3,500.00	$3,500.00
Cognos Analytics Consumer	2	$750.00	$1,500.00
Additional User Subscription Annual Fees			**$7,500.00**

Data Services Subscription	Frequency	Price	Annual Fee
Ongoing Data - Ventiv	Daily	$7,500.00	$7,500.00
Ongoing Data - CXP	Daily	$7,500.00	$7,500.00
Data Services Subscription Annual Fees			**$15,000.00**

Customer Success Subscription	Description	Quantity	Annual Fee
Riskonnect Service: Annually recurring Customer Success Services Hours Bundle Includes: a. Customer Care Service Levels b. Ongoing Platform Upgrades c. Customer Success Management d. Warranty Support for Defects e. 47 Free Annual Customer Support Hours	20% of Subscriptions	1	$14,700.00
Customer Success Subscription Annual Fees			**$14,700.00**

Annual Fees Under this Order **Invoiced upon execution and annually thereafter**	**$88,200.00**
Discounts offered under this order are contingent upon full execution of the MSA, SOW & Subscription Order Agreements by 5PM ET:	**April 30, 2026**

3. **Annual Data Services Support.** County of Fresno agrees to Riskonnect's Data Transfer Protocols, found at the following link for further details: https://riskonnect.com/legal-dtps/.

4. **Payment and Billing Terms.** Riskonnect will invoice Customer for the amount due upon execution of this Order, and annually thereafter during the Subscription Term. Customer agrees to pay such invoices in accordance with the Agreement.

DATE REVISED: January 2025

EXHIBIT C
SECURITY EXHIBIT

Riskonnect Security Exhibit- Exhibit C

"Platform Provider" in this Exhibit means Salesforce (force.com).

"Analytics and Data Aggregation Environment" or "ADI" in this Exhibit means Rackspace.

Standards	What we do
Regulated Data Security Controls	**Riskonnect Platform:** SSAE18 Type2, SOC2 Type2; PCI; HIPAA HITECH **Xactium Platform:** ISO27001 **ICIX Platform:** SOC2 Type2 **Riskonnect/Xactium/ICIX Platform Provider:** SSAE18 Type2, SOC2 Type2; HIPAA HITECH; PCI. Additional Platform certifications can be found at trust.salesforce.com. **Riskonnect Analytics and Data Aggregation Environment:** SSAE18 Type2, SOC2 Type2; PCI **ClearSight Platform:** SSAE18 Type2.
Patching	**Riskonnect/Xactium/ICIX Platform Provider:** Patches are remediated based on Riskonnect/Xactium Platform Provider's Patch Management Document which can be provided upon request. **Riskonnect Analytics and Data Aggregation Environment:** Riskonnect patches its infrastructure within 30 days for all patches and hot fixes following Riskonnect's change control policy. Riskonnect can apply emergency patches as necessary if the vulnerability warrants immediate remediation. **ClearSight Platform:** **Infrastructure excluding database application:** Riskonnect will patch the ClearSight infrastructure within 30 days for all patches and hotfixes following Riskonnect's change control policy. Riskonnect can apply emergency patches as necessary if the vulnerability warrants immediate remediation.

Application:
Riskonnect will patch the ClearSight application based on the following schedule:
Critical application issue - within 14 days of identification
High - within 30 days of identification
Medium - within 60 days of identification
Low - Evaluated per major release.

Database:
Riskonnect will patch the Oracle database software within 6-8 weeks after an official Oracle PSU is released following our change control policy.

All:
Riskonnect reserves the right to apply emergency patches to any portion of our infrastructure or application as necessary to mitigate or remediate a critical vulnerability if one is identified. In all instances, Tech Ops would follow the Riskonnect change control policy.

Vulnerability Management

Riskonnect/Xactium/ICIX Platform Provider:
The Platform Provider continuously performs internal and external port scans and vulnerability scans across all of Riskonnect's environments. Any vulnerabilities would be remediated per the Patch Management Documentation.

Riskonnect Analytics and Data Aggregation Environment:
Riskonnect performs quarterly infrastructure vulnerability scans (internal and external port scans). In addition, Riskonnect engages a third party to perform an infrastructure vulnerability scan annually. Riskonnect follows the below remediation timeline:

Vulnerability Risk Rating (based on the common vulnerability scoring system)	**Remediation Timeframe**
Critical	No later than 7 days after the vulnerability is identified.
High	No later than 30 days after the vulnerability is identified.
Medium	No later than 90 days after the vulnerability is identified.
Low/Informational	As appropriate.

ClearSight Platform:

Infrastructure:
Riskonnect engages a third party to perform a quarterly external infrastructure vulnerability scan. Riskonnect follows the below remediation timeline:

Vulnerability Risk Rating (based on the common vulnerability scoring system)	Remediation Timeframe
Critical	No later than 7 days after the vulnerability is identified.
High	No later than 30 days after the vulnerability is identified.
Medium	No later than 90 days after the vulnerability is identified.
Low/Informational	As appropriate.

Application:
Riskonnect will patch the ClearSight application based on the following schedule:

Vulnerability Risk Rating (based on the common vulnerability scoring system)	Remediation Timeframe
Critical	No later than 14 days after the vulnerability is identified.
High	No later than 30 days after the vulnerability is identified.
Medium	No later than 60 days after the vulnerability is identified.
Low/Informational	Evaluated per major release.

Encryption at Rest

Riskonnect/Xactium/ICIX Platform Provider:
Platform encryption is not standard. Platform field-based encryption is available for an additional cost. Once purchased, Customer is able to manage the tenant secret used for encryption and decryption tasks.

Riskonnect Analytics and Data Aggregation Environment:

	Currently all Customer data that resides in Riskonnect's data aggregation environment is encrypted utilizing container-based encryption. All directories where Customer data is stored and encrypted using transparent data encryption. Riskonnect manages these keys. **ClearSight Platform:** All data that resides in the ClearSight platform is encrypted utilizing hardware appliance-based encryption. Riskonnect manages these keys.
Firewall	**Riskonnect/Xactium/ICIX Platform Provider:** Perimeter firewalls and edge routers are used to block unused transmission protocols, and internal firewalls are used to segregate traffic between the application and database tiers. **Riskonnect Analytics and Data Aggregation Environment:** A firewall exists in our infrastructure which allows for multi-zone network segmentation between DMZ and internal network segments. This firewall is managed by Riskonnect Technical Operations. **ClearSight Platform:** Perimeter firewalls and edge routers are used to block unused transmission protocols, and internal firewalls are used to segregate traffic between the application and database tiers.
Malware Protection	**Riskonnect/Xactium /ICIX Platform Provider:** Riskonnect's Platform Provider runs antivirus software on the production systems, which scans host filesystems (not Customer data). Definitions are updated daily. **Riskonnect Analytics and Data Aggregation Environment:** All endpoints and servers have Anti-Virus software installed and enabled. Scanning is performed in real-time. Definitions are updated daily. **ClearSight Platform:** All endpoints and servers have Anti-Virus software installed and enabled. Scanning is performed in real-time. Definitions are updated daily.
Backups	**Riskonnect/Xactium/ICIX Platform Provider:** The Riskonnect service provides real time replication to disk and near real time replication between the primary data center and the secondary data center. Backups occur over encrypted connections between servers, but are not encrypted at rest.

	Riskonnect Analytics and Data Aggregation Environment: Backups are done using the following schedule: Daily - Differential backup, all systems. Weekly - Full backup, all systems. Backups are stored using the following schedule: Production Systems - 4 weeks offsite. All other systems - 2 week onsite. All backups are encrypted. **ClearSight Platform:** **Database:** Backups are done using the following schedule: Block level backup - near real time replication between the primary data center and the secondary data center. **RMAN Backup:** Backups are done using the following schedule: Weekly - full backup. Daily - incremental (2-week onsite retention.**)** **OS for DB Server:** Backups are done using the following schedule: Weekly - full backup. Daily – incremental. Backups are stored onsite in the primary data center and replicated to the secondary data center. Backup is encrypted using AES256**.** **US Fileshare Backups:** Backups are done using the following schedule: Weekly - full backup. Daily – incremental. All backups replicated to the secondary data center. Backups encrypted using AES 256. **UK Fileshare Backups:** Backups are done using the following schedule: Weekly - full backup. Daily – incremental. All backups replicated to the secondary data center. Backups encrypted using AES 256.
Inventory	**Riskonnect/Xactium/ICIX Platform Provider:** Physical inventories of all production systems that reflect the current

	information system environment are documented and the inventories are maintained for tracking and reporting purposes. A physical inventory of production systems is performed periodically. **Riskonnect Analytics and Data Aggregation Environment:** All hardware and software owned by Riskonnect is entered into an Asset Inventory system inside of the Riskonnect CRM. Every asset has an owner that is entered into the asset record. **ClearSight Platform:** All hardware and software owned by Riskonnect is entered into an Asset Inventory system. Every asset has an owner that is entered into the asset record.
Credentials and Access Control	**Riskonnect/Xactium/ICIX Platform Provider:** Admin credentials and access control used by Riskonnect to provide service and support to customers are reviewed regularly by the Riskonnect Technical Operations Team. **Riskonnect Analytics and Data Aggregation Environment:** Credentials and Access Control are reviewed regularly by the Riskonnect Technical Operations Team. **ClearSight Platform:** Admin credentials and access control used by Riskonnect to provide service and support to customers are reviewed regularly by the Riskonnect Technical Operations team.
Two-Factor Authentication	Riskonnect utilizes two-factor authentication for access to all systems including access to Customer Orgs, email infrastructure, and internal systems.

Centralized Logging	**Riskonnect/Xactium/ICIX Platform Provider:** Automated, read-only audit trails are implemented and collected in the system for Customer Admins to review as needed. Logs are kept on a 6-month rolling cycle. Logs can be extracted by Customer and imported into Customer's SIEM software for further analysis as required. **Riskonnect Analytics and Data Aggregation Environment:** All log data from internal systems are collected in Riskonnect's log aggregation software. Alerts are setup for critical threshold events which can be addressed by Riskonnect Technical Operations. **ClearSight Platform:** Application logs are available to users within the platform for audit reporting purposes as required. All log data from internal systems are collected in Riskonnect's log aggregation software. Alerts are setup for critical threshold events which can be addressed by Riskonnect Technical Operations.
Intrusion Detection	**Riskonnect/Xactium/ICIX Platform Provider:** Intrusion detection system (IDS) is in place to monitor for potential security events, and the monitoring system is configured to distribute alerts as events occur. All event monitoring is done by Salesforce.com's Trust Security Organization. **Riskonnect Analytics and Data Aggregation Environment:** IDS is in place to monitor for potential security events, and the monitoring system is configured to distribute alerts as events occur. The event data is distributed to Riskonnect Technical Operations to act on and resolve. **ClearSight Platform:** IDS/WAF is in place to monitor for potential security events, and the monitoring system is configured to distribute alerts as events occur. The event data is distributed to Riskonnect Technical Operations to act on and resolve
Physical Protection	**Riskonnect/Xactium/ICIX Platform Provider:** Physical access controls, including badge readers, biometric devices, and security guards limit access to facilities and designated services areas to authorized personnel. A biometric access control system is in place at each of the data center facilities for restricted or secured areas and linked to an alarm system. Multiple two-factor authentication checkpoints are in place. Visitor policies are in place and are strictly enforced.

	Riskonnect Analytics and Data Aggregation Environment: Controlled building access and secure access to specific areas are enforced through the administration of badges/cards and biometric devices. Access to the data center is restricted through the use of biometric authentication devices and key-card-badge devices. Two-factor authentication is used to gain access to the data center and access is restricted to only authorized personnel. Visitor policies are in place and are strictly enforced. **ClearSight Platform:** Controlled building access and secure access to specific areas are enforced through the administration of badges/cards and biometric devices. Access to the data center is restricted through the use of biometric authentication devices and key-card-badge devices. Two-factor authentication is used to gain access to the data center and access is restricted to only authorized personnel. Visitor policies are in place and are strictly enforced.
Configuration Management	**Riskonnect/Xactium/ICIX Platform Provider:** An internal configuration management process that follows the Platform Provider's change control policy is in place. **Riskonnect Analytics and Data Aggregation Environment:** All changes that occur within Riskonnect's ADI environment follow Riskonnect's change control policy. The change control policy is part of Riskonnect's IS Policies and Procedures. **ClearSight Platform:** An automated tool is used to configure hardware and software used within the platform. This tool uses baseline configurations as well as iterative software manifests to consistently push patches and application upgrades across the entire infrastructure.
Incident Response Times	In the event of a confirmed security incident, Riskonnect will follow our Incident Response Plan, and customers will be notified within 48 hours of Riskonnect's knowledge of the incident.

EXHIBIT D

DATA PROCESSING ADDENDUM

This Data Processing Addendum (including its Schedules and Appendices, the "**DPA**") forms part of the Master Services Agreement between the Parties ("**Agreement**") by and between Riskonnect, Inc. and/or its Affiliates (collectively, "**Riskonnect**") and ("**Customer**"). This DPA reflects the Parties' agreement with regard to the Processing of Personal Data.

This DPA shall apply only to the services that Riskonnect provides to Customer under the Agreement ("**Services**"), notwithstanding any references in this DPA to any other services that may be offered by Riskonnect or Riskonnect's third-party software providers ("**Licensors**").

All capitalized terms not defined in this DPA have the meanings ascribed to them in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, Riskonnect and its Licensors may Process Personal Data on behalf of Customer.

DATA PROCESSING TERMS

1. DEFINITIONS

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

"**Customer Authorized Affiliate**" means any of Customer's Affiliate(s) which is permitted to use the Services pursuant to the Agreement between Customer and Riskonnect but has not signed their own order form with Riskonnect and is not a "Customer" as defined under the Agreement.

"**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended (including by the California Privacy Rights Act of 2020), and its implementing regulations.

"Controller" means the entity that determines the purposes and means of the Processing of Personal Data, including, as applicable, any "business" as that term is defined by the CCPA and/or the functionally equivalent role under applicable Data Protection Laws and Regulations.

"Data Protection Laws and Regulations" means all worldwide, international, foreign, federal, state, municipal, and provincial data protection and privacy laws and regulations applicable to the Processing of Personal Data under the Agreement, including, where applicable, the GDPR, UK Data Protection Law, and the CCPA, each as amended, superseded, or replaced. For clarity, the laws of China and of Russia are expressly excluded.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and all applicable member state implementations thereof.

"Order Form" means, collectively, the Statement of Work, Project Change Order, Order, or Subscription Order as defined in the Agreement.

"Personal Data" means any information relating to a particular Data Subject.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Processor**" means the entity that Processes Personal Data on behalf of the Controller, including, as applicable, any "service provider" as that term is defined by the CCPA and/or the functionally equivalent role under applicable Data Protection Laws and Regulations.

"Standard Contractual Clauses" means the applicable standard contractual clauses module(s) selected by the Parties as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and as such clauses may be subsequently updated by the European Commission, and as supplemented by the United Kingdom Information Commissioner's Office ("ICO")'s International Data Transfer Addendum to the EU Standard Contractual Clauses.

"Sub-processor" means any Processor engaged by Riskonnect related to the performance of Services under the Agreement.

"**Supervisory Authority**" means an independent public authority that is established by an EU Member State pursuant to the GDPR or the United Kingdom pursuant to the UK Data Protection Law.

"**UK Data Protection Law**" means (i) the United Kingdom General Data Protection Regulation, and (ii) the Data Protection Act 2018.

2. PROCESSING OF PERSONAL DATA

2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, and Riskonnect is the Processor. Riskonnect will engage Sub-processors pursuant to the requirements set forth in Section 5 ("**Sub-processors**") below.

2.2 **Riskonnect's Processing of Personal Data.** Riskonnect shall, in its provision of the Services to Customer, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and in accordance with the Agreement, which shall be deemed as Customer's complete and final instructions with regard to the nature and purposes of the Processing.

2.3 **Compliance with Law.** For the avoidance of doubt, Customer's instructions to Riskonnect for the Processing of Personal Data (including those conveyed on behalf of Customer) shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data as it is entered into the Services and the means by which Customer acquired such Personal Data prior to it being entered into the Services. Customer shall not by act or omission cause Riskonnect to be in breach of Data Protection Laws and Regulations. Without limiting the generality of the foregoing, Customer represents, warrants, and covenants that that it has provided, and shall at all times throughout the term of the Agreement provide, adequate notices and has obtained and shall obtain, where required, all necessary and valid consents to provide Customer with the rights necessary to enable the lawful transfer and/or disclosure of the Personal Data by Customer to Riskonnect for the purposes set out in this Exhibit. Each Party shall notify the other Party if the Party cannot comply with applicable Data Protection

Laws and Regulations in relation to this DPA. As required by applicable Data Protection Laws and Regulations, Riskonnect agrees to make available to Customer information that Riskonnect deems reasonably necessary to demonstrate compliance with the obligations set out in this DPA and arise directly from applicable Data Protection Laws. Any such information shall be subject to the confidentiality obligations of the Agreement.

2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Riskonnect is the performance of the Services pursuant to the Agreement. Additional Processing details, such as the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in **Schedule 1 (Details of the Processing)** to this DPA.

2.5 **Customer Instructions.** Riskonnect shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the GDPR and/or (ii) if Riskonnect is unable to follow Customer's instructions for the Processing of Personal Data.

3. RIGHTS OF DATA SUBJECTS

3.1 **Data Subject Request.** Riskonnect shall, to the extent legally required, promptly notify Customer if Riskonnect or any of its Licensors receives a request from a Data Subject to exercise the Data Subject's rights under applicable Data Protection Laws and Regulations (each a "**Data Subject Request**"). Taking into account the nature of the Processing, Riskonnect shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under applicable Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Riskonnect shall upon Customer's reasonable, written request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Riskonnect is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Riskonnect's or any of its Licensor's provision of such assistance.

4. RISKONNECT PERSONNEL

4.1 **Confidentiality.** Riskonnect shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and have received appropriate training on their responsibilities. Riskonnect shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 **Reliability.** Riskonnect shall take commercially reasonable steps to ensure the reliability of its personnel engaged in the Processing of Personal Data.

4.3 **Limitation of Access.** Riskonnect shall ensure that Riskonnect's access to Personal Data is limited to those personnel reasonably necessary for Riskonnect's performance of the Services.

5. SUB-PROCESSORS

5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Riskonnect's Affiliates and those of Riskonnect's and its Affiliates' Licensors may be retained as Sub-processors; and (b) Riskonnect and Riskonnect's Affiliates respectively may engage third-party Sub-processors

in connection with the provision of the Services. Riskonnect or a Riskonnect Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA, including any applicable Standard Contractual Clauses with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. The current list of Sub-processors engaged in Processing Personal Data for the performance of each applicable Riskonnect Service, including a description of their processing activities and countries of location, can be found here: **https://riskonnect.com/legal/authorized-subprocessors**. Customer is responsible for re-checking this Sub-processor URL to obtain notice of future changes.

5.3 Objection Right for New Sub-processors. Riskonnect shall give Customer reasonable prior written notice, for which email or other electronic notice shall be sufficient, of the appointment of any new Sub-processor. Customer may object to Riskonnect's use of a new Sub-processor by notifying Riskonnect promptly in writing within thirty (30) days after receipt of any notice from either Riskonnect or from a Riskonnect Licensor. In the event that Customer objects to a new Sub-processor, as permitted in the preceding sentence, Riskonnect will use reasonable efforts to make available a change in the applicable Services or recommend a commercially reasonable change to Customer's configuration or use of the applicable Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Riskonnect is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided without the use of the objected-to new Sub-processor by providing written notice to Riskonnect.

5.4 Liability. Riskonnect shall be liable to Customer for the acts and omissions of its Sub-processors to the same extent Riskonnect would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement and subject to the mutually agreed limitations of liability, exclusion of damages, and indemnification provisions in the Agreement. Where the performance of the Services requires Riskonnect to contract with Sub-processors who only offer click-wrap data protection agreements, namely third-party cloud hosting providers, Riskonnect shall not be liable for any Sub-processors' acts of omissions that are not recoverable under the terms of such data protection agreements because of the Sub-processors' decision to impose their terms on a non-negotiable basis.

6. SECURITY

6.1 Controls for the Protection of Customer Data. Riskonnect shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), integrity of Customer Data as it has been entered into the Services, and the confidentiality of Customer Data. Riskonnect regularly monitors compliance with these measures. Riskonnect will not materially decrease the overall security of the Services during a subscription term.

6.2 Third-Party Certifications and Audits. Riskonnect and its Licensors have obtained the third-party certifications and audits. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Riskonnect shall make available to Customer or to Customer's independent third-party auditor (that is not a competitor or associated

with a competitor of Riskonnect) a copy of Riskonnect's and Riskonnect's Licensor's then most recent third-party audits or certifications, as applicable.

6.3 On-Site Audit. Customer may contact Riskonnect and request to conduct an audit of Riskonnect's operations and facilities ("**Audit**") to be conducted by itself or through a Third-Party Auditor (that is not a competitor or associated with a competitor of Riskonnect). An Audit may be conducted by Customer either itself or through a Third-Party Auditor (that is not a competitor or associated with a competitor of Riskonnect), selected by Customer when:

(i) the information available pursuant to section "Third-Party Certifications and Audits" is not sufficient to demonstrate compliance with the obligations set out in this DPA and its Schedules; or

(ii) Customer has received a notice from Riskonnect of a Security Incident caused by Riskonnect's breach of Applicable Data Privacy Laws & Regulations.

6.3.1 An Audit may be requested, provided that:

- Customer must provide Riskonnect with at least thirty (30) days' prior written notice requesting an Audit;
- any Audit shall be conducted at Customer's expense;
- the Parties shall mutually agree upon the scope, timing and duration of the Audit;
- the Audit shall not unreasonably impact Riskonnect's regular operations;
- any Audit does not occur more than once annually;
- any Audit restricts its findings only to data relevant to Customer;
- any Audit obligates Customer, to the extent permitted by law or regulation, to keep confidential any information gathered that, by its nature, should be confidential;
- Customer must promptly provide Riskonnect with the information regarding any non-compliance discovered during the course of the Audit; and
- Any written responses or Audit shall be subject to the confidentiality provisions of the Agreement.

7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

7.1 Riskonnect maintains security incident management policies and procedures. Riskonnect shall promptly notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Riskonnect or its Sub-processors of which Riskonnect becomes aware (each, a "**Data Security Incident**"). Riskonnect shall make reasonable efforts to identify the cause of such Data Security Incident and take those steps as Riskonnect deems necessary and reasonable in order to remediate the cause of such a Data Security Incident to the extent the remediation is within Riskonnect's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer, Customer Authorized Affiliates, Customer's or Customer Authorized Affiliates' third parties or agents (including Customer's third-party data providers), or any Customer Users.

8. RETURN AND DELETION OF CUSTOMER DATA

8.1 Upon Customer's written request or upon completion of the Services, Riskonnect shall return Customer Data to Customer in accordance with the terms of the Agreement and, to the extent

allowed by applicable law, delete Customer Data. Until Customer Data is deleted or returned, Riskonnect shall continue to comply with this DPA.

9. CUSTOMER AUTHORIZED AFFILIATES

9.1 **Contractual Relationship.** The Parties acknowledge and agree that, by executing the Agreement including this DPA, the Customer enters into the DPA on behalf of itself. Customer agrees to the following: all access to and use of the Services and Content by Customer or by Customer Authorized Affiliate must comply with applicable terms and conditions of this DPA and the Agreement and any violation of the terms and conditions thereof by a Customer or its Customer Authorized Affiliate(s) shall be deemed a violation by Customer.

9.2 **Communication.** The Customer that is the contracting Party to the Agreement shall remain responsible for coordinating all communication with Riskonnect under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Customer Authorized Affiliate(s).

10. LIMITATION OF LIABILITY

10.1 Other than any liability that may not be limited under (i) applicable law and/or (ii) by the Standard Contractual Clauses attached hereto, each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitation of liability, exclusion of damages, and indemnification provisions in the Agreement, and any reference to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and this DPA together.

10.2 For the avoidance of doubt and other than any liability that may not be limited under (i) applicable law and/or (ii) by the Standard Contractual Clauses attached hereto, Riskonnect's and its Affiliates' total liability for all claims from the Customer, or Customer Authorized Affiliates (to the extent applicable hereunder) arising out of or related to the Agreement and all DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement. Also, for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and Appendices.

11. PRIVACY COMPLIANCE AND MISCELLANEOUS PROVISIONS

11.1 **Data Protection Impact Assessment.** Upon Customer's request, Riskonnect shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation(s) as a Controller to carry out a data protection impact assessment related to Customer's use of the Services by providing Customer with information published online and/or information made available to Customer through the Services. To the extent that such information made available to Customer online and through the Services is insufficient, as reasonably agreed upon by the Parties, to meet Customer's obligations under Data Protection Laws and Regulations, then Riskonnect shall provide additional reasonable cooperation and assistance to Customer necessary for completing data protection impact assessments at Riskonnect's then-current rates. Without limiting the foregoing, Riskonnect shall provide reasonable assistance to Customer in the cooperation or prior consultation with any governmental entities in the performance of its tasks relating to Section 11.1 of this DPA, to the extent required under the applicable Data Protection Laws and Regulations.

11.2 **Transfer Mechanisms for Data Transfers.** The Parties agree to enter into the Standard Contractual

Clauses attached as **Schedule 2 (Standard Contractual Clauses)** hereto, as appropriate, to effectuate any transfers of Personal Data under this DPA from the European Economic Area, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations. Annex III to the Standard Contractual Clauses shall apply only with respect to transfer of Personal Data out of the United Kingdom. Riskonnect does not agree to any additions to the Standard Contractual Clauses. To the extent such terms do not contradict the terms in the Standard Contractual Clauses, the mutually agreed limitation of liability, exclusion of damages, and indemnification provisions in the Agreement and this DPA shall apply.

11.3 Supplementary Measures. The Parties agree that the following supplementary measures will apply: (a) Riskonnect: (i) has not, as of the effective date of this DPA, received any requests under Section 702 of the U.S. Foreign Intelligence Surveillance Act for the Personal Data of residents of the European Economic Area, the United Kingdom or Switzerland; and (ii) shall provide Company with notice if it receives any such request following the effective date of this DPA; (b) to the maximum extent permitted by applicable law, Riskonnect will not, to the extent legally permitted, voluntarily provide any assistance to the U.S. government in conducting operations under Executive Order 12333 with respect to Personal Data of residents of residents of the European Economic Area, the United Kingdom or Switzerland; and (c) Service Provider shall encrypt Personal Data and otherwise protect Personal Data, in each case accordance with the applicable standards set forth in Exhibit D to the Agreement.

11.4 Order of Priority. It is not the intention of either Party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses. Accordingly, if and to the extent the Standard Contractual Clauses conflict with any provision of this DPA, the Standard Contractual Clauses shall prevail. In no event does this DPA restrict or limit the rights of any data subject or of any Supervisory Authority. The provisions of this DPA are severable. If any phrase, clause or provision is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of this DPA shall remain in full force and effect.

12. CCPA SPECIFIC PROVISIONS

12.1 This Section 12 is only applicable to the extent Customer is subject to CCPA.

12.2 CCPA Specific Terms:

A. Definitions. The terms "**Aggregate Consumer Information**," "**Business Purpose**," "**Consumer**," "**Deidentified**," "**Personal Information**," "**Process**" (and its derivatives), "**Sell**" or "**Share**" (and their derivatives), and "**Service Provider**" shall have the meanings ascribed to them in the CCPA.

B. Customer Obligations. Customer shall comply with applicable CCPA requirements when Processing Personal Information, including but not limited to ensuring that proper notices have been provided to Consumers (i) at or prior to collection, (ii) in Customer's privacy policy, (iii) in Customer's notice of right to opt-out of Sale or Sharing, and (iv) in Customer's notice of any financial incentive for the collection of Personal Information.

C. Riskonnect Restrictions on Processing Personal Data. Customer may provide Personal Information to Riskonnect for the necessary Business Purpose of providing the offerings specified in the Agreement in its capacity as a Service Provider. Riskonnect shall not Sell or Share any Personal Information. Except as otherwise by permitted by law, including permitted internal uses

of Personal Information by Service Providers under the CCPA, Riskonnect is prohibited: (a) from retaining, using, or disclosing Personal Information for any purpose other than for the specific purpose of providing the offerings specified in the Agreement and/or outside of its direct business relationship with Customer, including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing such offerings; (b) further collecting, selling, or using Personal Information except as necessary to providing such offerings; or (c) combining Personal Information Processed under this DPA with Personal Information received on behalf of other customers. The restrictions in this Section 12(C) shall not limit Riskonnect's ability to retain, use, disclose, or sell any anonymous data, Aggregate Consumer Information, or Personal Information that has been Deidentified.

D. Disclosures to Third Parties. Customer acknowledges that Riskonnect will receive and share Personal Information with its third-party partners and service providers, including but not limited to Riskonnect Licensors, in order to provide the offerings as set forth in the Agreement. Riskonnect shall enter into a written agreement with such parties, which contain obligations that are at least as protective as the terms in this Section 12. In the event that Riskonnect becomes legally compelled (by depositions, interrogatory, subpoena, civil investigative demand, similar process or otherwise) to disclose any Personal Information, Riskonnect shall provide Customer with prompt prior written notice of such requirement so that Customer may seek a protective order or other appropriate remedy.

E. Assistance with Consumer Requests. Riskonnect shall assist as may be reasonably requested by Customer to meet its obligations under the CCPA, including its obligations to respond to individuals' requests to exercise their rights thereunder. If Riskonnect receives a Consumer request directly from any Consumer whose information is Processed by Riskonnect pursuant to the Agreement, Riskonnect shall promptly provide such request to Customer and Customer shall be responsible for responding to the same.

F. Non-Exclusive Agreement/Business Associate Agreement. The rights and obligations of the Parties set forth in this Section are in addition to any additional or supplemental agreements with respect to the protection of Personal Information that may be agreed between the Parties. In the event that any offering under the Agreement requires Customer to disclose to or provide Riskonnect with access to any Protected Health Information in order for Riskonnect to fulfill its obligations under the Agreement, the Parties acknowledge and agree that this Protect Health Information is exempted from the CCPA, and the Business Associate Agreement shall exclusively govern Riskonnect's use and disclosure of such information.

List of Schedules

Schedule 1: Details of the Processing

Schedule 2: Standard Contractual Clauses

SCHEDULE 1 – DETAILS OF THE PROCESSING

Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of Customer's Personal Data are set out in the Agreement and this DPA. Subject to Section 9 of this DPA, Riskonnect will process Customer's Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

The nature and purpose of the Processing of Personal Data

Riskonnect will process Customer's Personal Data as necessary to perform the Services and as may be further instructed by Customer in writing in accordance with the terms of the Agreement.

The categories of Data Subject to whom the Personal Data relates

Customer may submit Customer's Personal Data to the Riskonnect Service and other services, the extent of which is determined and controlled by Customer in Customer's sole discretion, and such Personal Data may include the following categories of Data Subjects:

- Customer Employees
- Customer's customers
- Customer independent contractors
- Customer advisors
- Customer customers' employees
- Customer's business partner employees
- Customer's vendor employees
- Customer customers' employees
- Other Users

DATE REVISED: October 2023

The categories of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion.

Such Personal Data may include the following categories of Personal Data:

- Personal Name
- Title
- Business contact information (company name, email address, telephone number, physical business address)
- Personal contact information (email address, phone number, physical address)
- Employer
- Demographic information such as age and gender
- Identification number (e.g., user ID, employee ID, driver's license number, tax ID)
- Username
- Social Security number
- Account number (e.g., policy number)
- Claim data
- Policy data
- Other

Where Customer has obtained express consent from a Data Subject, Customer may additionally include the following categories of Special Category Personal Data:

- Details of any criminal records checks and associated results
- Relevant medical information (personal health information related to an insurance claim)
- Information relevant to any investigations relating to relevant employees

SCHEDULE 2 - STANDARD CONTRACTUAL CLAUSES

In the event Customer is exporting Personal Data in a manner that requires Module 2 of the Standard Contractual Clauses, the following terms will apply:

The body text of Module 2 (Controller to Processor) of the Standard Contractual Clauses attached to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 are hereby incorporated by reference. Optional aspects are described below:

1. *Clause 7 (docking clause) is omitted.*
2. *For Clause 9, Option 2: General Written Authorization is chosen.*
3. *For Clause 11, the optional text is omitted.*
4. *For Clause 17, Option 1 is chosen, with the member state being the one agreed to in the Agreement.*
5. *For Clause 18, the choice of forum is the one agreed to in the Agreement.*

In the event Riskonnect is exporting Personal Data in a manner that requires Module 4 of the Standard Contractual Clauses, the following terms will apply:

The body text of Module 4 (Processor to Controller) of the Standard Contractual Clauses attached to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 are hereby incorporated by reference. Optional aspects are described below:

1. *Clause 7 (docking clause) is omitted.*
2. *For Clause 17, Option 1 is chosen, with the member state being the Netherlands.*
3. *For Clause 18, the choice of forum is the Netherlands.*

ANNEX I

A. LIST OF PARTIES

Data exporter(s): TO BE COMPLETED BY CUSTOMER

Name: As detailed in underlying Agreement

Address: As detailed in the underlying Agreement

Contact person's name, position and contact details:

Activities relevant to the data transferred under these Clauses: Providing Personal Data to Data Importer in order for the Data Importer to Process the Personal Data as necessary to provide the Services.

Role (controller/processor): Controller

Data importer(s):

Name: Riskonnect Inc.

Address: 380 Interstate North Parkway SE, Suite 400, Atlanta, Georgia 30339

Contact person's name, position and contact details: General Counsel; privacy@riskonnect.com

Activities relevant to the data transferred under the Clauses: Processing Personal Data provided by Data Exporter in order for Data Importer to provide the Services.

Role (controller/processor): Processor

B. DESCRIPTION OF THE TRANSFER

Categories of data subjects whose personal data is transferred

As set forth in Schedule 1 to the DPA.

Categories of personal data transferred

As set forth in Schedule 1 to the DPA.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

As set forth in Schedule 1 to the DPA.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The frequency of the transfer of data shall be in accordance with any applicable Subscription Order and/or Statement of Work executed by the Parties.

Nature of the processing

As set forth in Schedule 1 to the DPA.

Purpose(s) of the data transfer and further processing

As set forth in Schedule 1 to the DPA.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As set forth in Schedule 1 to the DPA.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

As determined by the Agreement.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing activity, and the risks for the rights and freedoms of natural persons.

As set forth in the Security Exhibit attached to the Agreement.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

As set forth in the Security Exhibit attached to the Agreement.

ANNEX III – UNITED KINGDOM ADDENDUM

This Annex III hereby incorporates by reference the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, version B1.0, in force 21 March 2022, and shall be considered executed in full by all Parties to the Agreement, covering all applicable transfers under the DPA, and including all Part 2 Mandatory Clauses.

MSA - County of Fresno

Final Audit Report 2026-03-06

Created:	2026-03-06
By:	Jade Fitzpatrick (jade.fitzpatrick@riskonnect.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEuldLPeST9-8rHNufz8tmYMca8Vk9fwP

"MSA - County of Fresno" History

Document created by Jade Fitzpatrick (jade.fitzpatrick@riskonnect.com)
2026-03-06 - 4:37:46 AM GMT- IP address: 155.226.129.252

Document emailed to peter.vlerick@riskonnect.com for signature
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Email viewed by peter.vlerick@riskonnect.com
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Signer peter.vlerick@riskonnect.com entered name at signing as Peter Vlerick
2026-03-06 - 7:06:23 AM GMT- IP address: 104.58.93.252

Peter Vlerick (peter.vlerick@riskonnect.com) has agreed to the terms of use and to do business electronically with CAMMS
2026-03-06 - 7:06:25 AM GMT- IP address: 104.58.93.252

Document e-signed by Peter Vlerick (peter.vlerick@riskonnect.com)
Signature Date: 2026-03-06 - 7:06:25 AM GMT - Time Source: server- IP address: 104.58.93.252

Agreement completed.
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