

SCHEDULE [x]

Solution Terms and Conditions

These Contractor Software Terms and Conditions (these “**Terms and Conditions**”) including any addendums shall govern any Solution provisioned under any Contract in which they are referenced (collectively the “**Agreement**”) are by and between Contractor and Council, together the “**Parties**”. The Parties agree as follows:

1. DEFINITIONS.

Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

“**Access Protocols**” means the usernames, passwords, access codes, encryption keys, service accounts, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Council to access any Solution, or part of a Solution, including any Hosted Services.

“**AUP**” means the Iron Mountain Acceptable Use Policy (available at <https://www.ironmountain.com/utility/legal/customer-contracts-digitalsolutions>, the version of which is effective as of the Effective Date of this Agreement).

“**Authorized User**” means any individual who is an employee of Council or such other person as may be authorized by Council to access the Solution, or part of a Solution, including any Hosted Services, pursuant to Council’s rights under these Terms and Conditions and granted access using the Council-owned identity provider (“**ID Provider System**”) or through an Contractor- managed ID Provider System.

“**Contractor ML**” means Contractor’s machine learning and artificial intelligence technology (“**AI Technology**”), and any related analytics data, Usage Data, AI output formats, and other technology used or provided by Contractor as part of or in connection with such AI Technology, as well as any artificial, computer-generated, synthetic data created for the purpose of training and testing such technology including all Intellectual Property Rights, modifications, derivative works and improvements thereto.

“**Council Data**” means all content, data and information that is input or uploaded to, or collected, received, processed, imaged, or stored in the Software or Hosted Services by or on behalf of Council and or data otherwise provisioned to Contractor for the Solution, and all derivative data thereto, including but not limited to derivative data created in accordance with an SOW. For the avoidance of doubt, Council Data provisioned to Contractor, and all worldwide Intellectual Property Rights in such data, are the exclusive property of Council and its licensors, and Council Data does not include Usage Data.

“Digital Conversion Services” means conversion, imaging or scanning Council Data and related services provided by Contractor or its suppliers as described in the Contract.

“Documentation” means technical documentation provided as part of the Software Services, including but not limited to the user manuals, training materials, reference guides, instruction materials, help files and similar materials provided by Contractor or its suppliers to Council in hard copy or electronic form or available on Contractor’s online portal describing the use, operations, features, functionalities, user responsibilities, procedures, commands, requirements, limitations and capabilities of and/or similar information about Solution. The Parties agree nothing contained in such Documentation shall be interpreted in conflict with the Agreement or otherwise operate to override any provisions in the Agreement.

“High Risk Activities” means uses such as, without limitation, the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

“Host” means the host or storage location of Council Data as part of a digitally hosted Solution or Hosted Services as detailed in the Agreement, and may change with notice to Council provided such host is subject to the terms of the Agreement.

“Hosted Services” means any hosted Software as a Service, as selected and described in a Contract. Hosted Services are provided hereunder pursuant to any relevant Contractor agreement with the relevant Host.

“Implementation Services” means the implementation services documented in an Contract relating to the Solution, including service details related to ID Provider System integration, security controls and special accommodations, which require Contractor assistance to implement.

“Professional Services” means: training, customization, Implementation Services, data ingestion, consulting or other services Contractor or its suppliers may perform for the benefit of Council in connection with the Solution as detailed in the Contract.

“Services” means the Digital Conversion Services, Implementation Services, Hosted Services, Professional Services, Services Technology, Support Services, as may be set forth in a Statement of Work.

“Services Technology” means the software, databases, platforms, Contractor ML and other technologies used by or on behalf of Contractor in performing the Services, whether operated directly by Contractor or through the use of third-party services.

“Software” means (i) the computer programming code and accompanying Documentation, including updates and APIs (if any), provided by Contractor under the Agreement, and (ii) all modifications thereto and full or partial copies thereof, whether such modifications or copies are provided by Contractor or made by Council as permitted under the Agreement. The definition of Software includes without limitation the software modules listed in the Contract.

“Solution(s)” means those goods and or services (including without limitation Contractor Software and Services) provided or made available to Council under the Contract.

“Solution Term” means the initial term of Council’s authorized use of the Solution, as set forth in the Contract, together with any renewal terms. The initial term begins on the earlier of: (i) the date Council starts using or receiving the Services; or (ii) the Call Off Commencement Date set out in the Contract.

“Support Services” means the support services and related maintenance for the Solution purchased by Council as described in a Contract and its relevant exhibit.

“Usage Data” means any diagnostic and usage-related information from the use, performance and operation of the Solution, including, but not limited to, type of browser, Hosted Service features, and systems that are used and/or accessed.

2. SCOPE

Subject to Council’s compliance with these Terms and Conditions and the Contract, Contractor will provide the Solution as detailed in the Contract and any relevant Documentation, and unless explicitly provided for to the contrary in the Software Specific Terms (below), Contractor hereby grants Council a non-exclusive, non-transferable right, during the Solution Term, solely for Council’s internal business purposes and in accordance with the limitations and restrictions contained herein, to: (a) access and use the Solution (including Output, if any) in accordance with these Terms and Conditions and materially in accordance with any provisioned Documentation; and (b) use the Documentation solely to support Council’s use of the Solution. Thereby for purposes of providing the Solution and such Services to the Council, Council grants Contractor and its suppliers an irrevocable, non-exclusive, worldwide, royalty-free and fully paid-up license to access, use, reproduce, modify, display, process and store the Council Data pursuant to the Agreement. Under these Terms and Conditions, the Parties acknowledge and agree that Contractor is a data processor and service provider. Support Services relating to the operation or use of the Solution or Software may be provided, on a case-by-case basis, as mutually agreed to in an applicable Professional Services Contract which outlines professional services for such support activities.

3. RESTRICTIONS

Except as expressly permitted by the Agreement or by law, Council may not (and may not permit any other party to): (i) reproduce, modify, adapt or create derivative works of any part of the Solution; (ii) translate, reverse engineer, decode, decompile, disassemble, or otherwise attempt to derive the source code of any part of the Solution provided in object code; (iii) license, sublicense, rent, lease, loan, timeshare, sell, distribute, disclose, publish, assign, transfer, or provide access to the Solution, to any third party; (iv) use the Solution for the benefit of any third party; (v) incorporate the Solution into a product or service Council provides to a third party; (vi) circumvent security mechanisms or other Solution mechanisms intended to limit Council’s use; (vii) remove, tamper, or obscure any proprietary, copyright or other notices on the Solution; (viii) use the Solution for competitive analysis or to build competitive

products; (ix) perform benchmarking analysis or publicly disseminate the same; (x) use the Solution or any component thereof: (a) for the purpose of threatening, harassing, defamatory, libelous, obscene, pornographic, indecent or otherwise unlawful or tortious material, including material harmful to children or violating third party privacy or other rights, (b) to knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (c) for High Risk Activities, (d) in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or that violates or encourages the violation of any applicable law, or (xi) let, encourage or assist any third party, automated software, robotic process automation, scraper or other tool to do any of the foregoing (i)-(x). Council shall promptly notify Contractor of any known or suspected unauthorized activity and take all reasonable steps to terminate such unauthorized activity. Council will reasonably cooperate with Contractor in any proceeding prosecuted by Contractor in protection of its interests under this section.

Council may not grant access to the Software to any third party, other than a provider of services to Council ("**Contractor**"), and solely for the purposes of capturing, storing, processing and accessing Council Data in fulfillment of the Contractor's contractual obligations as a service provider to Council and only if such Contractor and Council have executed an agreement in a form at least as restrictive as this Agreement. Each Contractor shall be required to have a separate licensed user account allocated from Council's set of licensed users and Council ensures such use is subject to and in compliance with these Terms and Conditions. Council is liable for any breach of these Terms and Conditions by any Contractor.

Council will not provide Contractor with any goods, software, services, and/or technical data (collectively, the "**Deposits**") that contain technical information regarding defense articles or defense services within the meaning of the U.S. International Traffic in Arms Regulations ("**ITAR**"), or technical data within the meaning of the U.S. Export Administration Regulations ("**EAR**"), or are otherwise subject to export restrictions under applicable export control regulations, including ITAR and the EAR. If during the term, Council determines that it can no longer comply with this paragraph, Council must immediately notify Contractor in writing. Council shall take no action that causes Contractor to be non-compliant with applicable export control laws and regulations as it relates to such Deposits.

4. THIRD PARTY SOFTWARE.

The Solution licensed or made available under this Agreement may contain or be derived from materials of third party licensors. To the extent Solution includes open source software that requires disclosure to Council per the open source software license, Contractor will distribute such required disclosures to Council; however, Contractor will not include any open source software that purports to create obligations for Council or attempts to grant others rights to Council intellectual property without Council's express, prior written permission. Nothing in these Terms and Conditions enlarges or curtails Council's rights under, or otherwise grants Council rights that supersede, the terms and conditions of any applicable open source license.

5. OWNERSHIP.

a. Intellectual Property Rights. Contractor and its licensors shall exclusively own all worldwide Intellectual Property Rights in and to the Solution, including but not limited to any Documentation, Usage Data, Contractor ML, and all other materials provided by Contractor hereunder, together with all know-how, enhancements, modifications, corrections, improvements, adaptations, new applications, and derivative works relating to, derived from or created in connection with the same. Council acknowledges that under this Agreement no Intellectual Property Rights in and/or to the Solution, source code and/or other materials provided or made available pursuant to this Agreement are conveyed by express or implied license other than as otherwise described hereunder. All rights not expressly granted to Council hereunder are expressly reserved for Contractor and its licensors. Council may copy, modify, internally distribute, or otherwise use the Solution and other materials provided or made available pursuant to this Agreement only as expressly authorized in the Agreement for the Solution Term, and any unauthorized activity by Council constitutes a breach of the Agreement and unlawful infringement of Contractor's and its licensors' proprietary rights. Council must cease access to, and (if applicable) surrender all copies of, the Solution or related materials upon termination. To the extent any rights in the Solution and any Intellectual Property Rights thereto vest in Council, Council hereby unconditionally and irrevocably assigns the same to Contractor.

b. Improvements and Updates. Contractor may change or modify the Solution, including adding or removing features and functions, from time to time, provided that in no event will such modifications materially reduce the functionality provided to Council during the Solution Term. Council agrees that it is not entering into this Agreement or any Contract contingent on the provision of any future functionality relating in any way to the Solution, and no statement or other information made or provided orally, publicly or otherwise shall be binding, unless specifically and expressly set forth in the applicable Contract. All rights in and to the Council Data not expressly granted to Contractor in the Agreement are reserved by Council.

c. Feedback. If Council provides Contractor any feedback or suggestions for enhancements, improvements, or other derivative features or functions modifying the Solution or Contractor's other products or services, during the Solution Term (the "**Feedback**"), nothing in this Agreement shall restrict Contractor's right to use, disclose, publish, keep secret or otherwise exploit Feedback without obligation to Council, except to the limited extent that Feedback constitutes Council Confidential Information or Intellectual Property Rights. Notwithstanding the foregoing, Council may not designate Feedback as its Confidential Information or Intellectual Property Rights to the extent it explicitly relates to Contractor's Solution.

6. WARRANTIES AND DISCLAIMERS.

a. Council Warranty. Council represents and warrants that, to the extent Council or Council's third party provides Contractor with (or access to) Council Data for the purposes herein: (a) it is the owner or legal custodian of the Council Data; (b) it has given all necessary notices and obtained all necessary consents, authorizations and/or legal permissions required to direct the disposition of, and direct and enable

Contractor and its suppliers to access, use and process the Council Data as set forth in this Agreement.

b. Limited Warranty. Contractor warrants to Council that the Solution will materially conform to the Documentation. In the event of Contractor's breach of the foregoing warranties, Council's exclusive remedy and Contractor's sole liability will be for Contractor to use commercially reasonable efforts to repair or replace such nonconforming parts of the Solution.

c. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN ANY "LIMITED WARRANTY" SECTION HEREUNDER, ANY AND ALL SOLUTIONS PROVIDED BY CONTRACTOR AND ANY RELATED SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS," AND CONTRACTOR AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING HIGH RISK ACTIVITIES), FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. CONTRACTOR WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, ACCESS ISSUES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF CONTRACTOR. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER CONTRACTOR NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY SOLUTION OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY SOLUTION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE SOLUTION WILL BE IN COMPLIANCE ANY THIRD PARTY TERMS OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, TO THE EXTENT SUCH MATERIAL IS NOT PROVISIONED BY CONTRACTOR; (C) THE SOLUTION (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY COUNCIL THROUGH THE SOFTWARE) OR SERVICE WILL MEET COUNCIL'S REQUIREMENTS OR EXPECTATIONS); (D) NONMATERIAL ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) THE SOLUTION IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COUNCIL MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. Council acknowledges that the accuracy of any predictive models utilized in providing the Solution is dependent on both the volume and quality of the data used to build the models. Contractor gives no warranty as to the accuracy, correctness, or completeness in live operation of any such predictive model used by the Solution or predictions made by the Solution. Further neither Contractor nor its licensors are responsible for providing, or obligated to provide, warranties or Support Services under this Agreement to the extent: (1) in connection with any errors, defects or problems that result in whole or in part from: (i) any alteration, revision, change, enhancement or modification of any nature of the Solution or any component thereof by anyone other than Contractor, unless expressly permitted by Contractor in writing ; (ii) Council failure to implement relevant corrections provided by Contractor; (iii) errors, defects, problems, alterations, revisions, changes, enhancements or modifications in

any software (including Application Programming Interfaces), hardware or system or networking which is not a part of the Solution, and not provisioned by Contractor or its licensors; or (2) the Solution has been subjected to abuse, misuse, improper handling, accident or neglect caused by Council or other third party not attributable to Contractor.

7. INFRINGEMENT INDEMNITY.

a. Intellectual Property Rights Indemnity. During either: (i) the Warranty Period in relation to Software; and/or the (ii) Solution Term in relation to the Services, Contractor will defend at its expense, pay any settlement Contractor makes or approves, or any damages finally awarded in on any third party claim alleging that the Solutions misappropriates or infringes any third party intellectual property. In the event that the Solution is held infringing in any such suit or its use is enjoined, or if in the opinion of Contractor the Solution is likely to become the subject of such a claim, Contractor at its own election and expense will either (i) procure for Council the right to continue using the Solution, or (ii) modify or replace the Solution so that it becomes non-infringing while making commercially reasonable efforts to provide substantially equivalent performance, or (iii) terminate this Agreement solely for the Solution which is the subject of such claim, and where appropriate refund the pro rata portion of any charges prepaid by Council for the Solution which is the subject of the claim.

b. Indemnity Restrictions. The indemnification obligation shall not apply to such infringement actions or claims in subsection (a) above to the extent based on or resulting from: (i) modifications made to the Solution not made or authorized by Contractor; (ii) the combination of the Solution with items not supplied by Contractor; (iii) Council's failure to use the most recent version of the Solution; and (iv) Council's use of the Solution in any manner inconsistent with or not authorized explicitly by Contractor. This section states the Council's exclusive remedy and Contractor's entire liability for any claim of infringement.

c. Council Indemnity. Council will defend at its expense any suit brought against Contractor by a third party, and will pay any settlement Council makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to: (i) Council Data and the Council Warranty; or (ii) Council's use of the Solution in violation of the terms of this Agreement. Council shall reimburse Contractor for any expenses reasonably incurred by Contractor (including reasonable legal fees) by reason of (i) Contractor's compliance with the instructions of Council in the event of a dispute concerning the ownership, custody or disposition of Council Data, or (ii) any warranty or representation by Council under this Agreement being untrue or incorrect.

d. Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party shall promptly notify the indemnifying Party in writing of any threatened or actual claim or suit; (b) the indemnifying Party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party at the indemnifying Party's expense to facilitate the settlement or defense of any claim or suit.

8. EFFECT OF TERMINATION

Upon termination or expiration for any reason, Council's license or right to access the Solution pursuant to these Terms and Conditions terminates and Council shall: (i) cease using the Solution, Confidential Information or other materials of Contractor in its possession, and immediately destroy, delete or return to Contractor all such material and promptly notify Contractor of the same; (ii) all Fees owed by Council to Contractor will be immediately due upon receipt of the final invoice; (iii) unless explicitly stated otherwise in the Contract or Solution Specific Terms below, Contractor shall delete all Council Data in its possession or control no later than thirty (30) days from the termination or expiration date of the Agreement. The Parties agree that those provisions hereunder that by their nature are intended to survive the termination of this Agreement shall survive any such termination regardless of cause

9. CONFLICT

In the event of a conflict or inconsistency between these Terms and Conditions and the rest of the Agreement, including any Contract, these Terms and Conditions shall govern and control. To the extent there is any conflict between these Terms and Conditions and the below Addendum for Solution Specific Terms (the "**Solution Specific Terms**"), the Solution Specific Terms shall prevail. Notwithstanding anything to the contrary, the Parties agree that in the event of a conflict between these Terms and Conditions and any other terms agreed between the Parties relating to other services offered by Contractor, including in relation to management of physical data or materials, these Terms and Conditions shall prevail solely and only in relation to the Solution provided hereunder.

ADDENDUM FOR SOLUTION SPECIFIC TERMS

In addition to the above Terms and Conditions, the following service specific terms (will apply, only to the extent such specific Services or Contractor Software are included in the Solution as designated or described in the Contract

I. Contractor ML

If Contractor ML is expressly contemplated and required in the Agreement, and the Solution requires building, training or maintaining Contractor ML, Contractor may access, use, reproduce, copy, modify, internally display, process, store, or otherwise create derivative works of Council Data or Outputs (defined below) to build, train, maintain, support and provide such services, provided that Contractor will remove all Council Data utilized in Contractor ML or otherwise in Contractor's possession, after expiration or termination of the Agreement, and will not share or otherwise exploit such Council Data with other customers.

As between the parties and to the extent protectable under intellectual property law, (a) Council owns output from the Contractor ML to the extent it contains Council Data ("Council Output"), and (b) for all other output, Contractor owns such output as part of the Solution ("Solution Output")(collectively "Outputs") and provides Council the same use and access rights to Solution Output as the Solution, which is (i) subject to Contractor's underlying exclusive ownership of

Contractor ML (which excludes Council Data); and (ii) subject to the license, restrictions and other terms set forth in the Terms and Conditions. Council acknowledges that due to the nature of Contractor ML Services and artificial intelligence generally as a rapidly evolving field, Outputs may not be unique and other users may receive similar content from such Services, and the accuracy of any Outputs for Council is dependent on both the volume and quality of Council Data used to train Contractor ML such that Contractor ML may sometimes provide inaccurate, incorrect or otherwise undesirable Outputs. Further, Council acknowledges Contractor shall not create backups of any Authorized Users' chat history, regardless of whether it contains Council Output created by chatbot services utilizing Contractor ML, unless Council retention requirements for the same are explicitly agreed to by the Parties in a relevant Contract. Council is solely responsible for all its provisioned Council Data, use of Outputs, and evaluating the Outputs for accuracy and appropriateness for Council's use case, including by utilizing human review as appropriate and using discretion before relying on, publishing, or otherwise using Outputs, particularly for medical, legal, financial, or other professional needs (any Outputs regarding those topics are provided for informational purposes only and are not suitable as a single source of information or as a replacement for advice from a qualified professional).

CONTRACTOR DOES NOT MAKE ANY WARRANTY REGARDING THE OUTPUTS GENERATED FROM USE OF CONTRACTOR ML, INCLUDING WITH RESPECT TO THE ACCURACY, COMPLETENESS, CORRECTNESS, SUITABILITY OR FITNESS FOR PARTICULAR PURPOSE OF ANY OUTPUTS, AND SHALL HAVE NO LIABILITY WITH RESPECT TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF THE SAME. COUNCIL UNDERSTANDS AND AGREES THAT COUNCIL'S USE OF ANY OUTPUTS IS DONE AT COUNCIL'S SOLE RISK AND COUNCIL SHOULD NOT RELY ON CONTRACTOR ML AS A SINGLE SOURCE OF FACTUAL INFORMATION. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY COUNCIL FROM OR THROUGH CONTRACTOR SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

II. Hosted Services

1. Access Protocols. Contractor will provide the Hosted Services to Council for relevant Fees, and will work with the Council to provide access through the Access Protocol implementation process, including providing Council with any reasonably required training on user account setup and access control implementation with the applicable ID Provider System. Council is solely responsible for obtaining and maintaining its equipment, computers, networks, and communications, including Internet access, required to access and utilize the Hosted Services and for all expenses related thereto. Council agrees to maintain and update an industry standard anti-virus program within its computer systems used in connection with Hosted Services.
2. Authorized Users. Councils may designate its Authorized Users and grant their access rights to the Hosted Services. User IDs cannot be shared or used by more than one Authorized User at a time. Depending on the agreed login and

authorization implementation, Contractor may assist the Council with establishing User IDs for Council's Authorized User who has been designated as a "User Manager" and provide such User Manager with rights to create, control and manage its portfolio of Authorized Users, including, but not limited to, the number of Authorized Users and all User IDs, in accordance with the Access Protocols. Council shall not disclose or make available User IDs or other Access Protocols other than to Council's Authorized Users and shall prevent unauthorized access to, or use of, the Hosted Services, and will notify Contractor promptly of any actual or suspected unauthorized use. Council is solely responsible for management of its User IDs, access rights and the acts and omissions of its Authorized Users. Councils shall immediately terminate an Authorized User's access to Hosted Services if such individual is no longer employed or engaged by Council, engages in inappropriate activity, or is otherwise no longer authorized to have access. Council is responsible for ensuring all Authorized Users comply with Council's obligations under these Terms and Conditions. Contractor reserves the right to: (a) track and review user profiles, access and activity at any time; and (b) terminate any User ID that it reasonably determines may have been used in a way that materially breaches these Terms and Conditions, including the AUP.

3. Responsibility for Data and Security. Contractor shall implement and maintain appropriate administrative, physical and technical safeguards designed to protect Council Data against loss, damage or disclosure with such safeguards applied to Council Data residing in the Hosted Service and shall include encryption of the Data at rest, transmitted through, or processed within Contractor's systems and data center using industry standards. Contractor shall maintain service accounts and encryption keys on behalf of the Council necessary to perform the Services. If Contractor becomes aware of an event that compromises the security, confidentiality or integrity of Council's Data, Contractor will promptly report the incident to Council in writing and take appropriate actions to contain, investigate and mitigate the effects of the incident. Contractor and its suppliers reserve the right to review the Council Data for compliance with the AUP. In no event will Contractor be liable for any loss of Council Data, or other claims arising out of or in connection with the unauthorized acquisition or use of Access Protocols not caused by Contractor. Council and its Authorized Users having access to Council Data on Hosted Services shall be responsible for any and all of its own: (a) changes to and/or deletions of or failure to store Council Data, maintenance of security and confidentiality of all its User IDs and other Access Protocols required in order to use and access the Hosted Services; (b) activities that occur in connection with such use and access. Contractor and its suppliers are not responsible or liable for Council; (i) determining whether the security of the environment provided by Contractor is commensurate with Council's needs, (ii) long term backup copies of Council Data (desired by Council beyond the Hosted Services' resiliency and redundancy processes, which shall meet industry standards for storage and short term backup of Council Data during the provision of Hosted Services); (iii) failure to maintain relevant service accounts and encryption keys, including lack of cooperation or failure to assist Contractor in the provision of access to Council Data; and (iv) provision of Council Data for the purposes herein, including responsibility for the accuracy,

quality, integrity, legality, reliability, and appropriateness of all Council Data provided, and for ensuring that it complies with any relevant AUP. Council will immediately notify Contractor of any issues of which it becomes aware that could negatively impact Contractor's ability to process the Council Data.

4. Termination for Changes to Contractor Relationship. Either Party may terminate the relevant Contract upon written notice to the other Party if an agreement between Contractor and a supplier material to the provision of Hosted Services ("**Contractor Agreement**") expires or terminates or such supplier discontinues any material portion or feature of the services supplier provides pursuant to a Contractor Agreement, resulting in Contractor's inability to provide the applicable Hosted Services to Council in whole or in part.
5. Suspension of Hosted Services by Contractor. Contractor may suspend or limit Council's or any Authorized User's use of the Hosted Services provided subject to these Terms and Conditions (including, without limitation, its transmission or retrieval of Council Data) immediately upon written notice to Council, without liability, for any one of the following reasons: (a) Council fails to pay any undisputed Fees, and such failure continues for a period of thirty (30) days; (b) the Hosted Services are being used by Council or any of its Authorized Users (i) in violation of any applicable federal, state or local law, ordinance or regulation; (ii) in an unauthorized manner, in violation of the AUP, or otherwise adversely affects Contractor's provision of services to other Councils or poses a security risk to Contractor's systems; or (c) a court or other governmental authority having jurisdiction issues an order prohibiting Contractor from furnishing the Hosted Services to Council. During any such suspension, Council shall remain responsible and liable for all Fees due for the suspended Hosted Services. If any of the foregoing grounds for suspension continues for more than fifteen (15) days, Contractor shall have the right to terminate the Agreement for cause and without an opportunity to cure by Council.
6. Data Transmittal. To the extent Council transmits any electronic Council Data to or from Contractor and/or the Hosted Services, Council shall transmit any such Council Data in accordance with the acceptable methods and requirements for data transmittal set forth in a Contract or Documentation. All such Council Data transmitted to or from Contractor must use secure and encrypted protocols. Council assumes full responsibility to safeguard against unauthorized access and to encrypt its electronic Council Data prior to and during the transmission and transfer of its electronic Council Data to and from Contractor. To the extent Council requires Council Data transmittal to or from third party Software and the Hosted Services via an API or similar connector (a "Connector"), Council can select (i) from Contractor and its licensor's existing Connectors for additional fees (including additional fees for Implementation Services), if any and as may be detailed in a new or existing Contract, or (ii) a reconfigured or new Connector developed by Contractor Professional Services, pursuant to the Professional Services Specific Terms and Conditions. For (i) and (ii) the Connector shall be part of the Solution and the Terms and Conditions shall apply; however if Council elects (ii), the Council additionally represents and warrants that Contractor's access to the relevant third party Software via the Connector is not a violation of Council's relevant third party

Software license or otherwise an infringement of the third party Software owner's Intellectual Property Rights, and acknowledges that Contractor has no obligations, warranties or indemnification, to the extent Council is in breach of its representation and warranty in this section.