

## SERVICE AGREEMENT

This Service Agreement, effective as of the last signature date shown below, is by and between InfoArmor, Inc., a Delaware Corporation ("**InfoArmor**"), and Williamson County ("**Client**"). InfoArmor and Client are sometimes referred collectively in this Agreement as the "**Parties**" and each individually as a "**Party**."

### 1. DEFINITIONS.

As used in this Agreement, the following capitalized terms have the following meanings:

**Agreement** – this Service Agreement, including all Exhibits attached hereto, all as may be amended from time to time in accordance with the provisions hereof.

**Effective Date of Coverage** – January 1, 2019, being the first date a Participant may enroll in Services. This date is sometimes referred to as the launch date.

**Eligible Participants** - Client's employees, customers, subscribers, or members. [*This definition may be altered to fit the Client's intended recipients of the Services.*]

**Family Participants** – a Participant's family members, including immediate, extended and step family members.

**Fees** – the fees payable by Client to InfoArmor for InfoArmor's implementation of the Services and performance of its obligations hereunder, as set forth in Exhibit B attached hereto.

**Participants** - Eligible Participants, including Family Participants, who enroll, or who are enrolled, in Services in accordance with this Agreement.

**Primary Participants** - Participants, excluding Family Participants.

**Services** – the privacy management and identity protection services provided by InfoArmor identified in Exhibit A attached hereto.

### 2. SERVICE OFFERS; ENROLLMENT; PROVISIONS.

2.1 **Service Offers and Enrollment.** During the Term (as defined in Section 7.1), Client may offer its Eligible Participants the opportunity to enroll in one or more of the Services. To the extent requested by Client, InfoArmor shall cooperate reasonably with Client to assist with the marketing of the Services to Eligible Participants. To the extent Eligible Participants accept such Service offers, InfoArmor shall enroll such Eligible Participants as Participants in accordance with InfoArmor's enrollment processes.

2.2 **Provision of Services; Changes.** InfoArmor shall provide the Services directly to Participants. Any change to any of the Services that constitutes a material reduction of benefits to Participants from that described in Exhibit A, shall be subject to the prior written agreement of the Parties, not to be unreasonably withheld, conditioned or delayed, except to the extent any such change is made by InfoArmor to comply with applicable legal requirements or to avoid infringement of third-party intellectual property rights.

2.3 **No Agency Relationship.** It is understood and agreed that InfoArmor shall not in any sense be considered a partner or joint venturer with Client, nor shall InfoArmor hold itself out as an agent or official representative of Client unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. InfoArmor shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of Client other than what may be expressly allowed under this Agreement. Client will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by InfoArmor or failure to act relating to the services or goods/services being provided to Client's employees.

2.4 **Right to Audit.** InfoArmor agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of InfoArmor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. InfoArmor agrees that licensee shall have access during normal working hours to all necessary InfoArmor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give InfoArmor reasonable advance notice of intended audits.

3. **FEES; PAYMENT TERMS.**

In consideration for InfoArmor's provision of the Services and the performance of its other obligations hereunder, Client shall pay InfoArmor the Fees set forth in Exhibit B attached hereto in United States currency.

4. **PROPRIETARY RIGHTS.**

As between InfoArmor on the one side and Client and Participants on the other side, InfoArmor is and shall remain the sole and exclusive owner of all privacy management and identity protection programming, software and related solutions incorporated into the Services, all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet URL addresses, corporate names and general intangibles of a like nature owned or registered by InfoArmor, any patents, software, trade secrets, know-how, technical information, data and other proprietary intellectual property of InfoArmor, whether registered or unregistered, and whether owned or licensed by InfoArmor, and all other materials furnished by InfoArmor to Client or Participants in connection with its offering or provision of the Services, as the same now exist or as they may hereafter be modified, including all applications for registration or renewal thereof in any jurisdiction and all goodwill and other rights inherent therein or appurtenant thereto (collectively, the **"InfoArmor Intellectual Property"**). Except for the express rights set forth in this Agreement or as otherwise agreed in writing by the Parties, nothing herein grants or is deemed to grant to Client or any Participant any right, title or interest in or to any of the InfoArmor Intellectual Property.

5. **CONFIDENTIALITY; NON-DISCLOSURE.**

5.1 **Confidential Information.** By virtue of this Agreement, each Party may have access to Confidential Information of the other Party. For purposes of this Agreement, **"Confidential Information"** of a Party means information of such Party, disclosed or otherwise provided by or on behalf of such party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) orally, electronically, in writing, or otherwise, under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes the terms and conditions of this Agreement, data, drawings, designs, concepts, specifications, reports, analyses, regulatory filings or correspondence, prototypes, samples, trade secrets, copyrights, unregistered trade names, trademarks, trade dress or service marks, designs, drawings, proprietary computer code, proprietary methods and/or systems, know-how, customer lists, business or marketing plans, production or operating budgets, and any other information or material expressly identified by the Disclosing Party as being proprietary or confidential or that a reasonable person in the place of the Receiving Party would recognize as being proprietary or confidential information of the Disclosing Party. Notwithstanding the foregoing, the term **"Confidential Information"** shall not include information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or any of its directors, officers, managers, shareholders, members, agents or contractors (**"Representatives"**) or by any other person or entity owing a duty of confidentiality to the Disclosing Party with respect to such information; (ii) can be shown was already known to the Receiving Party on a non-confidential basis prior to its being disclosed by the Disclosing Party to the Receiving Party; (iii) is disclosed to the Receiving Party by a third party where such disclosure is made without violating any confidentiality obligation owed by such third party to the Disclosing Party, or (iv) is developed by the Receiving Party without reliance upon or use of any of the Confidential Information.

5.2 **Ownership of Confidential Information; Restricted Use.** The Receiving Party acknowledges and agrees that at all times, the Confidential Information of the Disclosing Party is and shall be the sole and exclusive property of the Disclosing Party, and that, except as expressly contemplated by this Agreement, the Receiving Party shall have no right, title or interest in, to or under any such Confidential Information. The Receiving Party shall not take any action that is inconsistent with the foregoing sentence, including (without limitation) asserting any ownership right or interest in or to any of the Confidential Information of the Disclosing Party or filing any application for patent, trademark or other intellectual property registration with respect to any of such Confidential Information. Unless otherwise expressly approved by the Disclosing Party in writing, the Receiving Party shall use the Confidential Information solely for the purposes contemplated by this Agreement.

5.3 **Non-Disclosure.** Unless otherwise expressly approved by the Disclosing Party in writing, the Receiving Party shall not, nor shall it cause or permit any of its Representatives to, disclose any Confidential Information to any person or entity, except to the extent reasonably necessary for the Receiving Party to exercise its rights and perform its obligations under this Agreement. The Receiving Party shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure or use of Confidential Information, which measures shall include at a minimum the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in writing of any misuse, misappropriation or unauthorized disclosure of the Disclosing Party's Confidential Information that may come to the Receiving Party's attention. The Receiving Party shall advise its Representatives who are provided access to the Confidential Information of the Disclosing Party of the Receiving Party's authorized use and confidentiality obligations under this Section 5 and shall obtain such Representative's agreement to act in

accordance with the terms of this Section 5. In any event, the Receiving Party shall at all times be liable for any misuse or unauthorized disclosure by any of its Representatives of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, to the extent the Receiving Party is required to disclose any Confidential Information in order to comply with applicable law or an order of a court of competent jurisdiction, such disclosure shall not constitute a violation of this Section 5.3, provided that the Receiving Party notifies the Disclosing Party in writing as far in advance as reasonably possible of such required disclosure and only discloses the minimum amount of Confidential Information necessary to comply with such applicable law or court order.

5.4 **Duration of Restrictions.** The covenants and obligations of the Receiving Party set forth in this Section 5, shall last for two (2) years from the date of expiration or earlier termination of the Term, and thereafter for so long as any such Confidential Information remains protectable or legally enforceable under a related agreement or under any applicable law, including (without limitation) applicable copyright, trade secret and patent laws.

## 6. **PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII).**

6.1 **PII Defined.** For purposes of this Agreement, the term "PII" means an individual's first name or first initial and last name plus a data element used to distinguish or trace an individual's identity as provided for by applicable federal and state law, including without limitation (i) Social Security Number, (ii) driver's license or other state-issued identification card number, (iii) account number, credit card number or debit card number combined with any security code, access code, PIN or password needed to access an account, or (iv) medical, educational, financial, or employment information. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media, including the Internet.

6.2 **Restrictions on Use of PII.** Any PII disclosed by Client or a Participant to InfoArmor or with which InfoArmor otherwise comes into contact while providing the Services shall be deemed Confidential Information of Client, regardless of whether it is labeled or designated as such. InfoArmor shall not (i) use PII for any purpose other than as reasonably necessary to provide the Services and otherwise fulfill its obligations under this Agreement, (ii) disclose PII to any third party, including agents or consultants, without prior written consent of Client, or (iii) make PII available to any Representatives of InfoArmor except those with a need to know in order for InfoArmor to provide the Services.

6.3 **Disclosure of PII to Third Party Contractors and Consultants.** Prior to disclosing any PII to any contractor, subcontractor or consultant of InfoArmor, InfoArmor shall first enter into a confidentiality agreement with such contractor, subcontractor or consultant that contains provisions restricting the disclosure and use of PII that are at least substantially equivalent to those restrictions contained in Section 5 with respect to Confidential Information.

6.4 **Security Controls.** InfoArmor shall implement reasonable controls to ensure the security and confidentiality of all PII in its possession, including a comprehensive information security program containing organizational, administrative, physical and technical security measures that satisfies all relevant state and federal laws and regulations and, in the case of credit card data, the Payment Card Industry Standards, identified in Section 6.7.

6.5 **SOC 2 Audit Report.** At least once annually and at no expense to Client, InfoArmor will conduct an SOC 2 audit of controls relating to the Service, which audit will be performed by an independent certified public accounting firm (or similarly qualified person). Upon Client's request, InfoArmor will provide Client with copies of documentation relevant to such SOC 2 audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

6.6 **Breach of Security.** InfoArmor shall maintain a formal Emergency Management Plan for Data Security Incidents (the "Plan") which shall include, at a minimum, the actions that shall be taken in response to a data security incident or suspected incident and the specific responsibilities of personnel to implement such actions. The Plan shall include a clear, documented escalation procedure and the process for notifying Client of a data security incident. Specifically, InfoArmor shall notify Client of a data security incident that involves the unauthorized acquisition, access, use, or disclosure of PII (a "Breach of Security") without unreasonable delay and, in any event, within seventy-two (72) hours after InfoArmor becomes aware of such Breach of Security. Such notification shall include a description of the information affected, the identification of all Client-related individuals believed to have been affected, and all other information reasonably necessary to provide notice to affected entities or individuals in accordance with state data breach notification requirements. InfoArmor agrees to keep Client informed of the progress and actions taken in connection with InfoArmor's investigation of a Breach. InfoArmor shall take all actions reasonably necessary or appropriate to remedy a Breach of Security, including conducting an investigation into the cause of such Breach of Security and notifying affected persons and, to the extent required by applicable law, government agencies accordingly.

6.7 **PCI DSS Compliance.** InfoArmor shall maintain policies, practices, and procedures sufficient to comply with the Payment Card Industry Data Security Standard, as the same may be amended from time to time, with respect to the Service.

## 7. **TERM; TERMINATION.**

7.1 **Agreement Term.** Subject to earlier termination as provided herein, the term of this Agreement shall commence as of the last signature date shown below and shall continue for three (3) years from the Effective Date of Coverage (the “**Initial Term**”), as defined in Section 1 above. The Initial Term shall thereafter automatically renew for successive one-year (1) terms (each, a “**Renewal Term**”) unless and until either Party delivers written notice to the other at least ninety (90) days before the expiration of the Initial Term or Renewal Term then in effect of the notifying Party’s election not to renew this Agreement, in which event this Agreement shall expire at the end of the Initial Term or Renewal Term then in effect. Such Initial Term and any Renewal Term that come into effect are collectively referred to herein as the “**Term**.”

7.2 **Early Termination.** This Agreement may be terminated before the expiration of the Term in the following circumstances:

7.2.1 **Change of Law.** Either Party may terminate this Agreement, without liability to the other, in the event of judicial, regulatory or legislative change rendering performance by such Party of this Agreement impossible or illegal, provided that the Party seeking to exercise such termination right shall provide the other with at least thirty (30) days’ prior written notice or, if such judicial, regulatory or legislative change necessitates such Party to terminate this Agreement upon less than thirty (30) days’ prior written notice, such Party shall give as much notice of termination as is reasonably possible in the circumstances.

7.2.2 **Insolvency/Bankruptcy.** In each case to the extent permitted by applicable law, if the other party becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed with prejudice within thirty (30) days after the filing thereof.

7.2.3 **Breach of Agreement.** If either Party materially breaches any of its duties or obligations hereunder (including any payment obligation), and such breach is not cured within thirty (30) days after written notice of such breach is given to it by or on behalf of the non-breaching Party. The non-breaching Party may terminate this Agreement by immediately delivering written notice to the breaching Party, which termination shall be in addition to whatever other remedies the non-breaching Party has under this Agreement, at law, or in equity. Termination shall not relieve Client of its obligation to pay for all Services provided prior to the date of termination.

7.2.4 **Termination for Convenience.** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Williamson County will not be liable for any costs.

7.3 **Performance of Obligations During Run-Out Period.** For a period of ninety (90) days following the effective date of the expiration of the Term or earlier termination of this Agreement other than for Client’s uncured breach of its payment obligations hereunder (the “**Run-Out Period**”), (i) InfoArmor shall continue to provide the Services to Participants, (ii) Client shall continue to pay InfoArmor the fees and any other amounts due hereunder in accordance with the provisions hereof as if the Term were still in effect, and (iii) the Parties shall continue to abide by their other obligations hereunder. During the Run-Out Period, InfoArmor shall advise Participants of the pending termination of the Services upon conclusion of the Run-Out Period and may solicit Participants to subscribe individually, at their sole cost (and not at Client’s cost), for continuation of the Services under separate terms.

## 8. **INDEMNIFICATION.**

8.1 **Intellectual Property Infringement Indemnification.** Subject to the provisions of this Section 8, InfoArmor shall indemnify and hold harmless Client and Participants (the “**Indemnified Parties**”) from and against any and all actions, lawsuits, claims, amounts paid in settlement of claims, damages, losses, fines, penalties, costs and expenses (including reasonable fees and expenses of legal counsel) and other liabilities (collectively, “**Losses**”) arising from or relating to any claim or allegation that the Services infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party or violate the terms of any third party software license contained within the Services or any software provided as part of the Services. If any Services, in whole or in part, constitute infringement or misappropriation of any third party’s rights, and/or if Client’s use thereof is subject to actual or overtly threatened injunction, InfoArmor, in addition to its indemnification obligations hereunder, shall promptly (i) secure for the Indemnified Parties the right to continue using such infringing Services, or (ii) re-perform or replace such Services with comparable non-infringing

Services, or (iii) modify the Services so that they become non infringing. In the event InfoArmor is unable to procure one of the aforementioned remedies on terms that are commercially reasonable to InfoArmor, InfoArmor may terminate the provision of the infringing Services or this Agreement as a whole, whereupon (A) Client shall immediately cease its use (including provision to Participants) of the Services in question, and (B) InfoArmor shall promptly refund or credit to Client and/or Participants (as applicable) any amounts paid in advance to InfoArmor for future provision of such Services.

**8.2 General Indemnification.** Subject to the other provisions of this Agreement, InfoArmor shall indemnify the Indemnified Parties from and against any and all Losses to the extent arising out of or caused by InfoArmor's breach of this Agreement; provided, however, that such indemnification obligation of InfoArmor shall not apply to the extent that any Losses have resulted from the willful misconduct or gross negligence of any Indemnified Party or by the breach of this Agreement by Client.

**8.3 Terms Governing Indemnification.** Client, for itself or on behalf of any other Indemnified Party, shall promptly give InfoArmor written notice of any claim for indemnification pursuant to Section 8.1 or 8.2, including reasonable details of the facts giving rise to such claim, but the failure to give such prompt notice shall not relieve InfoArmor of its indemnification obligations, except to the extent that InfoArmor forfeits any material rights or defenses because of such failure. Upon being notified of any third-party claim against an Indemnified Party for which indemnification is sought under Section 8.1 or 8.2, InfoArmor shall have the right to assume exclusive control over the defense and/or settlement of such claim as long as InfoArmor continues to diligently pursue such defense or settlement. No Indemnified Party shall, without InfoArmor's prior written consent (not to be unreasonably withheld, conditioned or delayed), settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification is sought under this Agreement. InfoArmor shall not, without the applicable Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned or delayed), settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification is sought under Section 8.1 or 8.2 unless such settlement, compromise, or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action, or proceeding. Each applicable Indemnified Party shall cooperate reasonably with InfoArmor (at InfoArmor's expense) in the defense or settlement of any third-party claim, action or proceeding for which indemnification is sought under Section 8.1 or 8.2.

## **9. INSURANCE.**

During the Term and for one (1) year thereafter, InfoArmor shall maintain the following insurance coverages with insurance carriers with an A.M. Best rating of at least A VII, or such other insurance carrier(s) approved in writing by Client: (i) all insurance coverages required by federal, state or local law, including statutory worker's compensation insurance and employers' liability insurance; (ii) comprehensive or commercial general liability insurance, which shall provide for a minimum combined bodily injury and property damage coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (iii) a comprehensive crime policy with a limit of \$1,000,000 that shall include Employee Dishonesty and fidelity coverage for all InfoArmor employees, officers and agents; Computer Fraud; and Money & Securities coverage to include "on premises" loss (loss inside the premises) and "in transit" loss (loss outside the premises); and (iv) Professional Liability (also known as Technology Errors and Omissions) insurance with combined single limits of not less than \$5,000,000. Upon written request, InfoArmor shall provide Client with certificate(s) of insurance evidencing the coverages described in this Section 6.12.

## **10. DISCLAIMER OF WARRANTIES.**

INFOARMOR REPRESENTS AND WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER, IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS AND APPLICABLE LAWS. INFOARMOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE UNDER OR OTHERWISE IN CONNECTION WITH ANY SERVICE OR THIS AGREEMENT. INFOARMOR DOES NOT WARRANT THAT THE SERVICES SHALL BE ACCURATE OR COMPLETE, OR SHALL OPERATE ERROR-FREE OR UNINTERRUPTED. INFOARMOR DOES NOT OFFER ANY WARRANTY OF ANY KIND REGARDING THIRD PARTY DATA, SOFTWARE, SYSTEMS OR OTHER TECHNOLOGY.

## **11. DISCLAIMER OF CONSEQUENTIAL DAMAGES.**

EXCEPT IN THE CASE OF A BREACH OF ANY PROVISION OF SECTION 4 OR SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY SPECIAL,

CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, ANY SERVICES PROVIDED HEREUNDER OR ANY DOCUMENTATION RELATED THERETO, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS, DATA, FILES, OR BUSINESS INTERRUPTION OR OPPORTUNITY), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITIES. AS SUCH, THE LIABILITY LIMITATIONS OR EXCLUSION SET FORTH IN THIS SECTION 11 SHALL ONLY APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

**12. GENERAL LIMITATION.**

EXCEPT IN THE CASE OF A BREACH OF ANY PROVISION OF SECTION 4 OR SECTION 5, A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF, RELATING TO OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID BY CLIENT TO INFOARMOR UNDER THIS AGREEMENT.

**13. GENERAL PROVISIONS.**

**13.1 Remedies Cumulative; Waiver.** The rights and remedies of the Parties herein are cumulative and additional to all other remedies available at law or in equity. No waiver by either Party of any provision of this Agreement or any breach hereof by the other Party shall be effective unless, and then only to the extent, explicitly set forth in writing and signed by the waiving Party. No failure by either Party to exercise, and no delay by a Party in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate, or be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege hereunder or arising in connection herewith.

**13.2 Successors and Assigns.** Neither Party may assign any of its rights or delegate or cause to be assumed any of its obligations hereunder without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed).

**13.3 Venue and Governing Law.** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

**13.4 Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

**13.5 Injunctive Relief.** Each Party acknowledges and agrees that its covenants in Sections 4 through 6 hereof are necessary and reasonable in order to protect the legitimate business interests of the other Party, and that any violation by it (or any of its Representatives) of any such covenant may cause irreparable injury to the other Party and that monetary damages, even if determinable, would not alone be adequate to compensate such other Party for such breach. Accordingly, each Party agrees that, in addition to any other remedy that may be available to the other Party at law or in equity, each Party shall be entitled to injunctive relief to prevent or terminate the occurrence of any such breach by the other Party (or any Representative thereof), without the necessity of proving actual damage or harm and without any requirement to post bond or other security.

**13.6 Costs of Relief.** If any legal proceeding is instituted to remedy, prevent, or obtain relief from a breach by a Party in the performance of (or its failure to perform) its obligations under this Agreement, the substantially prevailing Party in such proceeding (as determined by the applicable court or arbitrator) shall be entitled to recovery of all of its costs (including court costs and reasonable attorneys' fees and expenses) incurred in each and every aspect of such proceeding, including any and all appeals or petitions therefrom.

**13.7 Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if sent by nationally recognized overnight courier or dispatched by registered or certified mail, postage prepaid, in any post office in the U.S. addressed to the parties at the addresses listed below, or to any email address that the recipient party has designated in writing as being acceptable for the delivery to it of notices hereunder.

**13.8 Entire Agreement; Amendment.** This Agreement sets forth the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous oral

and written agreements, understandings and communications between the Parties with respect to the subject matter hereof. This Agreement may be amended or supplemented only by a written instrument executed by each of the Parties.

**13.9 Survival of Terms.** The provisions of Sections 4 through 6 shall survive the expiration of the Term or earlier termination of this Agreement for any reason until the expiration of any specified time period applicable to any such provision or, if no such time period is specified, indefinitely, subject to applicable statutes of limitations.

**13.10 Severability.** If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction or arbitrator or under any applicable law, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement with the view to effecting, to the greatest extent possible, the original purpose and intent of this Agreement. In any event, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

**13.11 Construction and Interpretation.** The Section headings contained in this Agreement are for convenience of reference only and shall in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The words "hereof", "herein", and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive, and the term "including" shall not be deemed to limit the language preceding such term, but rather shall be deemed to be followed by the words, "without limitation". This Agreement shall be considered for all purposes as having been prepared through the joint efforts of the Parties, and no presumption shall apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof based on the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

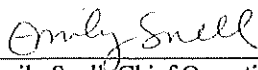
**13.12 Execution of Agreement.** This Agreement may be executed in two or more counterparts, in original form or by electronic facsimile, each of which shall be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same agreement.

**13.13 No Waiver of Sovereign Immunity or Powers.** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

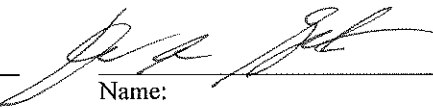
**IN WITNESS WHEREOF,** the Parties hereto have executed this Service Agreement as of the latest date written below.

InfoArmor, Inc.

Williamson County

  
Emily Snell, Chief Operating Officer  
7001 N. Scottsdale Road  
Suite 2020  
Scottsdale AZ 85253  
Phone: 800-789-2720

Sep 10, 2018  
Date

  
Name: \_\_\_\_\_ Date: 09-18-2018  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Exhibit A

### SERVICES

#### PrivacyArmor Plus

PrivacyArmor Plus allows businesses and organizations to provide self-elected Employees a cost-effective and sophisticated solution for the complicated problem of identity theft. PrivacyArmor Plus includes elements that assess risk, deter identity theft, and detect fraud in its earliest stages. Should an identity be stolen, it also includes a high-tech and high-touch system for managing the restoration process as well as insurance to cover expenses. This service can be available for family members, including minors, for any persons considered under roof or under wallet of the primary participant.

PrivacyArmor Plus includes:

- Identity Monitoring powered by innovative technology to detect misuse of a participant's Social Security Number, Name, Address, Phone, and/or Date of Birth and credentials. Patented technology is used to monitor billions of consumer transactions (including applications from banks, wireless providers and credit card issuers) seeking questionable activity or evidence of fraud, as well as High Risk Transaction activity requiring security questions for critical account or transfer access. Real time financial threshold monitoring is included, whereby a participant may set dollar amount thresholds, and be alerted on transactions that meet or exceed that amount.
- CreditArmor: Includes tri-bureau real-time credit monitoring and alerting, monthly credit score, historical credit score tracker, and free annual credit report provided by TransUnion. Includes Auto-On alerts, which provide generic credit alerts even in the absence of having a participant "turn on" the alerting mechanism in the participant portal, as well as Instant Inquiry alerting, which generates alerts within minutes of TransUnion capturing the activity.
- The services of a personal Privacy Advocate, Identity Theft Resource Center trained and Certified Identity Theft Risk Management Specialists (by Institute of Fraud Risk Management), who will handle the details of restoring a participant's compromised identity. The Privacy Advocate works on their behalf, to the extent possible, managing the identity restoration process and facilitating a thorough resolution process. Privacy Advocates are dedicated to each case and provide services which may include as applicable, but are not limited to the following:
  - Collection of information regarding misuse of personal credentials and exposed account risks.
  - Assistance with filing a police report and guidance with preventative steps for protection against further exposure.
  - Placing phone calls and preparing appropriate documentation on behalf of the victim including anything from dispute letters to defensible complaints.
  - Notification to the three major credit bureaus, affected creditors, financial institutions, utility providers, etc.
  - Assistance in the placement of fraud alerts with three credit bureaus, as required. Pull credit reports, generate identity theft affidavit, etc. Education around the risks, impact, and appropriate use of such action.
  - Cancellation of credit/debit cards, re-issue of new cards, restoration of lost wallet contents, as applicable and required.
  - Submittal of information to FTC, Social Security Administration, US Postal Service, and to other government agencies as required.
  - Restoration of non-credit impacts including criminal, DMV, medical records, etc.
  - Maintain case file and follow-up routinely.



- If any pre-existing fraud events are discovered by InfoArmor or are presented by the participant, they are immediately identified and remediated.
- A live phone call by a Privacy Advocate when suspicious activities are confirmed. The alert will be discussed and the full-service remediation process will be initiated, if necessary.
- Opt-out controls to stop pre-approved credit card offers, reduce junk mail and end telemarketing calls.
- A monthly secure email outlines identity status update, security risks, and tips on how to protect financial resources and credit. In addition, instructions on obtaining free credit reports are available (one from each major bureau - Equifax, Experian, TransUnion)..
- IdentityMD is an on-line tool for self-directed remediation efforts and includes an extensive library of documentation and educational information.
- Internet Surveillance constantly scans the underground economy for specific identity data elements. In the event that any personally identifiable information is detected in this environment as being used or transacted fraudulently, the participant will receive an alert in order for action to be taken.
- WalletArmor provides lost wallet protection. By entering wallet contents into InfoArmor's secure data vault, in the event of a lost or stolen wallet, InfoArmor's Privacy Advocates can cancel and re-issue credit cards, debit cards, and other sensitive credentials (ie, medical ID cards) on behalf of the participant. Coupled with InfoArmor's powerful Internet Surveillance, in the event that any wallet contents are detected being fraudulently transacted in the underground economy (credit card numbers being bought/sold, for example), InfoArmor's Privacy Advocates can advise and assist the participant to take necessary steps to mitigate that exposure.
- Digital Identity Report is an aggregation of vast public data sources and outlines the potentially unwanted or unknown exposure that a participant has in the public arena. Based on that exposure, a "grade" is assigned detailing whether exposure is excessive or limited. Further, tips and links to reduce or eliminate this exposure are also offered.
- On-line credential monitoring evaluates user credentials (email based user name and associated password) for occurrences of compromise. Our cloud technology automatically infiltrates hacker databases on an hourly basis, collecting data from data leaks, key logger dumps, malware logs, and credential exchanges between hackers. We monitor thousands of data sources including social media, hacker forums, DeepWeb/TOR, file sharing portals, P2P networks, and other emerging black market information repositories. In the event that credentials are identified, the compromised information will be removed from circulation and alerts will be generated to the user and/or user organization (24 hours a day, 7 days a week), in order to prompt appropriate action (password reset, for example).
- A \$1,000,000 Identity Fraud Expense Reimbursement Policy for limited out-of-pocket expenses incurred by the process of recovering from identity fraud as well as electronic funds transfer coverage, a benefit that ensures minimal disruption of their financial security. This policy is underwritten by AIG. See policy details for specific coverage.
- SocialArmor, if activated, monitors reputational damage on Facebook, LinkedIn, Instagram, and Twitter.
- An enhanced identity monitoring solution including additional Data Sources with proactive alerts for transactions that do not typically appear on a credit file such as new account authorizations, address changes and new and broader account openings. Alerts will not require pre-authorization.

**Exhibit B**  
**Fees and Payment**

**A. Fees**

**Voluntary Payroll Deduction Pricing (i.e. Participant Paid)**

PrivacyArmor Plus:  
\$9.95 Per Participant, Per Month  
\$17.95 Per Participant + Family, Per Month

**B. Pricing Notes**

1. The pricing shown above in Section A is guaranteed for the Initial Term.
2. Any InfoArmor services outside of the Services described in Exhibit A shall be subject to separate written agreement of the Parties (or where applicable, written agreement of InfoArmor and Client's broker, consultant or third party administrator) as to nature and description of services and associated fees or other costs to be paid therefor.
3. Unless otherwise defined, all payment terms for payroll deduction are payable within thirty (30) days.

**C. Fee Adjustments Upon Renewal**

At least one hundred fifty (150) days before the end of the Initial Term or Renewal Term then in effect, InfoArmor shall notify Client in writing of any adjustments to fees payable under this Agreement that will come into effect upon the date of commencement of the Renewal Term (the "Renewal Date") following the Initial Term or Renewal Term then in effect. Except to the extent InfoArmor and Client agree in writing to any changes to such adjustments, such adjustments shall become effective on the Renewal Date without further notice to Client or Participants unless Client elects not to renew the Term in accordance with Section 7.1.

**D. Disputed Invoicing; Effect of Late Payments**

If Client believes that there is any error in any invoice or notification delivered by InfoArmor, Client must notify InfoArmor in writing of such error within forty-five (45) days after Client's receipt of such invoice. Client hereby waives any right to dispute any invoice on the basis of purported error if Client fails to provide such written notice to InfoArmor within such forty-five (45) day period. If requested by Client, InfoArmor shall provide Client with appropriate back-up information to support its invoicing. If Client believes that it has overpaid InfoArmor for Services hereunder and InfoArmor disputes such overpayment claim, then unless InfoArmor agrees in writing, Client may not withhold or set-off payment of any Fees due to InfoArmor hereunder against such alleged overpayment.

For fees that are past due more than thirty (30) days from their due date specified above, InfoArmor reserves the right to impose interest at the rate of one and one-half percent (1½%) per month until paid, except for any portion of an invoice that is being disputed in good faith by Client and for which written notice is given to InfoArmor with the forty-five (45) day period described above. If any fees are past due more than forty-five (45) days from their due date specified above, InfoArmor may, in addition to all other remedies available to it under the Agreement and applicable law, suspend provision of the Services until such fees and any interest accrued thereon are paid.