

Amendment #1 to Service Agreement

This first amendment (“Amendment”) to the original Service Agreement (the “Agreement”) dated September 18, 2018, is entered into by and between InfoArmor, Inc. (currently known as “Allstate Identity Protection” and referenced in the Agreement as “InfoArmor”) and Williamson County (“Client”).

WHEREAS, the Parties entered into the Agreement for the purpose of allowing Allstate Identity Protection to offer Client’s Eligible Participants the opportunity to enroll in Allstate Identity Protection’s Services.

WHEREAS, the Parties wish to amend the Agreement as specified in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- a. In Section 1 of the Agreement, the definition of Services will be amended to the following: the then-current suite of identity protection services provided by Allstate Identity Protection.
- b. Section 2.2 of the Agreement shall be removed in its entirety and replaced with the following: Allstate Identity Protection shall provide the Services directly to Participants. Any change to any of the Services that constitutes a material reduction in benefits to Participants 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 Allstate Identity Protection to comply with applicable legal requirements or to avoid infringement of third-party intellectual property rights.
- c. Exhibit A shall be removed in its entirety.
- d. Exhibit B, Fees, Section A, of the Agreement shall be removed in its entirety and replaced with the following:

Plan Information	
Rates: AIP Pro+ (or its equivalent): \$9.95/ employee/ month \$17.95/ employee + family/ month	Rates: AIP Pro+ Cyber (or its equivalent): \$10.95/ employee/ month \$18.95/ employee + family/ month
Plan Type: Employee Paid, Voluntary Payroll Deduction	

- e. Exhibit B, Pricing Notes, Section B.2 shall be removed in its entirety and replaced with the following as Section B.2: Any Allstate Identity Protection services outside of the Services defined in Section a. of this amendment shall be subject to separate written agreement of the Parties (or where applicable, written agreement of Allstate Identity Protection 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.
- f. Exhibit B, Pricing Notes, Section B.3 shall be removed in its entirety and replaced with the following as Section: All payments for Services shall be remitted by Client (or its authorized agent) to Allstate Identity Protection monthly in arrears within thirty (30) calendar days of the end of the month for which Services were provided. The following information should accompany each payment: Client ID, total subscribers covered, and the period covered by the payment.
- g. Capitalized terms which are used herein without definition and which are defined in the Agreement shall have the same meanings herein as in the Agreement, except as redefined in this Amendment.
- h. All the terms and conditions of the Agreement which are not hereby altered, modified, or amended shall remain in full force and effect.
- i. This Amendment is ratified, approved, and confirmed in each and every respect. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
- j. The Agreement, as amended herein, constitutes the entire agreement concerning the subject matter hereof and supersedes any prior or contemporaneous representations or agreements (whether written or oral) concerning the subject matter hereof.
- k. The terms of this Amendment shall be effective as of January 1, 2024.
- l. Each Party executing this Amendment represents that it has full authority and legal power to do so.

- m. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the parties. Delivery of an executed counterpart of this Amendment by electronic method of transmission is as effective as delivery of an original executed counterpart.

The Parties hereto have executed this Amendment as of the last signature date below.

InfoArmor, Inc.

Williamson County

 *Crystal Brix*

8/28/2024

Date

Name: **Crystal Brix**

Title: **VP of Customer Success**

Name:

Title:

Date