

**ADDENDUM NO. 1**  
**TO MASTER SERVICES AGREEMENT BETWEEN**  
**COMPLIANCELINE, LLC D/B/A ETHICO**  
**AND**  
**WILLIAMSON COUNTY, TEXAS**

The underlying Master Services Agreement (the “Agreement”), between ComplianceLine, LLC d/b/a Ethico (“Ethico”) and Williamson County, Texas (“Client”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Termination for Convenience.** Client may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Ethico. In the event of such termination, it is understood and agreed that only the amounts due to Ethico for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Client’s termination of this Agreement for convenience.
- 2. No Indemnification by Client.** Ethico acknowledges and agrees that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Ethico; therefore, all references of any in this Agreement to Client indemnifying, holding or saving harmless any other party, including but not limited to Ethico, for any reason whatsoever are hereby deemed void and deleted.
- 3. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 4. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5. **Client's Right to Audit.** Ethico agrees that Client 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 Ethico which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Ethico agrees that Client shall have access during normal working hours to all necessary Ethico facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Ethico reasonable advance notice of intended audits.
6. **Non-Appropriation and Fiscal Funding.** The obligations of the Client under this Agreement do not constitute a general obligation or indebtedness of Client for which Client is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination to Ethico at the end of its then-current fiscal year to be effective as of the last day of Client's fiscal year.
7. **Payment, Interest and Late Payments.** Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Ethico, Client shall notify Ethico of the error not later than the twenty first (21<sup>st</sup>) day after the date Client receives the invoice. If the error is resolved in favor of Ethico, Ethico shall be entitled to receive interest on the unpaid balance of the invoice submitted by Ethico beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Client, Ethico shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

8. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies

shall also include waivers of subrogation in favor of County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Client shall furnish County with a certification of coverage issued by the insurer. Client shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Client shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

- 9. Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 10. Sales and Use Tax Exemption.** Client is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Client. Exemption certificates will be provided to contractors and suppliers upon request.
- 11. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Client, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Client as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Client by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 12. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 13. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**Complianceline, LLC D/B/A Ethico**  
**(“Ethico”)**

By: Nick Gallo

Printed Name: Nick Gallo

Title: Co-Ceo

Date: \_\_\_\_\_, 20\_\_\_\_

**Williamson County, Texas (“Client”)**

By: \_\_\_\_\_

Title: As Presiding Officer, Williamson  
County Commissioners Court

Date: \_\_\_\_\_, 20\_\_\_\_

**Approved as to Legal Form**  
**HAL HAWES**  
**General Counsel, Commissioners Court**  
Date: Apr 23 2025 Time: 4:55 pm

**Reviewed by Contract Audit**  
**SARA GREER, CGAP**  
**Contract Auditor**  
**Williamson County Auditor’s Office**  
Date: Apr 23 2025 Time: 10:41 am

# CERTIFICATE *of* SIGNATURE

REF. NUMBER

**MWANT-ERIVM-N2PEC-TXRPZ**

DOCUMENT COMPLETED BY ALL PARTIES ON

**22 APR 2025 19:11:25 UTC**

## SIGNER

**NICK GALLO**

EMAIL

**NGALLO@ETHICO.COM**

SHARED VIA

**LINK**

## TIMESTAMP

SENT

**22 APR 2025 18:59:45 UTC**

VIEWED

**22 APR 2025 19:11:15 UTC**

SIGNED

**22 APR 2025 19:11:25 UTC**

## SIGNATURE

*Nick Gallo*

IP ADDRESS

**66.61.199.138**

LOCATION

**CHARLOTTE, UNITED STATES**





# MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement,” or “MSA”) is entered into as of the Effective Date by and between ComplianceLine, LLC d/b/a Ethico, a Delaware Limited Liability Company, with its principal place of business at 8615 Cliff Cameron Dr Ste 290, Charlotte, North Carolina 28269, United States of America (“Ethico”) and Williamson County EMS, Texas, Government Agency (Department of Williamson County), with its principal place of business at PO BOX 873, Georgetown, TX 78627 (“Client”) (each individually, “Party” and, collectively, the “Parties”). In consideration for the promises and covenants contained herein, the Parties hereby agree as follows:

## 1. Scope and Precedence.

- a. This Agreement includes any attached Order Form(s) and Exhibits, including any Data Processing Agreement (“DPA”) and Business Associate Agreements (“BAA”) or any such document that references this Agreement and is signed by a duly authorized representative of both Parties.
- b. The Order Form(s) set forth the products and services (the “Services”) that Ethico will provide to Client and the manner in which they will be provided. Certain Services which are not recurring and for which only one-time Fees apply may be added pursuant to a simplified ordering document (“Change Order”). Reference to any Order Form in this Agreement includes the term Change Order.
- c. In the event of any conflict or inconsistency between the terms of documents that make up part of the Agreement, the following shall be the order of precedence: the Order Form, the DPA and/or BAA with regard to the subject matter therein, any other Exhibits, and this MSA.
- d. Applicable Law shall mean all applicable laws, rules, and regulations applicable to either Party in the execution, delivery, and performance of this Agreement.

2. **Grant of Use.** Ethico is providing its Services to Client for the sole purpose of Client utilizing these services to design, implement, manage, and/or continuously improve Client’s internal compliance and ethics program, human resources, or other internal risk-management activities. All applicable



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licenses grants are set forth in this Agreement and any associated Order Form for the applicable Services and terminate upon expiration or termination of this Agreement or the relevant Order Form.

### 3. Term.

- a. Contract Effective Date. This Agreement shall be effective as of the Contract Effective Date, which is the date that the duly authorized representatives of both Parties have signed the MSA.
- b. Initial Term and Renewal Terms. The Initial Term of this Agreement shall commence on the Contract Effective Date and end on the last day of the Initial Term as set forth in the applicable Order Form under "Service Quote." The Agreement shall automatically renew for successive one-year periods (each a "Renewal Term"). Either Party shall have the right not to renew, provided that the other Party is notified in writing at least sixty (60) days prior to the end of the Initial Term or each Renewal Term.

### 4. Fees.

- a. Fees. All monies due to Ethico for its Services provided under this Agreement ("Fees" or "Total Subscription Fees") are set forth in the Service Quote section of the applicable Order Form, including One-Time Fee and Annual Subscription Fees (also referred to as "Recurring Fees"). The Annual Subscription Fee will remain firm for the Initial Term. Upon the date of each Renewal Term, the Annual Subscription Fee for the same Services shall be capped at no more than an annual 8% increase.
- b. Fee Basis and Renegotiation. Client acknowledges and agrees that the pricing is based on the information provided to Ethico by Client, and that late or incomplete information, changes in key personnel, undisclosed complexities including complexities related to customization work, tax/regulatory changes, or any other factors beyond reasonable control could necessitate price adjustments in the Fees. In addition, the following criteria constitute grounds for Ethico to renegotiate its annual Subscription Fees: 1) Client exceeding service volume by more than 5% as set forth in the Order Form in any contract year or 2) Client's employee count changing by more than 10% from the contracted amount as set forth in the Order Form.



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Provided that Client is in good standing, with all monies due to Ethico paid in full, Client may request to renegotiate Fees upon meeting certain criteria as defined in the applicable Order Form. Client must notify Ethico in writing at least sixty (60) days before the start of a Renewal Term that they wish to renegotiate the Fees. Client's request for any renegotiated Fee amounts must be mutually agreed upon by both Parties, in writing and signed by each Party's duly authorized representative, by the date of the Renewal Term, then the Annual Subscription Fee for the Renewal Term as set forth under this Agreement shall continue to apply.

- c. Taxes. All Fees exclude taxes, including any, but not limited to, any sales, use, value-added, or withholding taxes and any levies or duties or other government assessments, and Client acknowledges and agrees it is responsible for paying any applicable taxes related to this Agreement directly to the relevant taxing authority.

### 5. Payment.

- a. Timing. The One Time Fee and Annual Subscription Fee for the Initial Term are payable upon execution of this Agreement, and thereafter annually and in advance on or before the date of each Renewal Term for all subsequent years. For all other Fees, Client agrees to pay Ethico within thirty (30) days of issuance of an undisputed invoice.
- b. Form of Payment. Acceptable payments include ACH, bank transfers, checks, purchase cards, credit cards, or any other payment methods mutually agreed upon by both Parties. If a purchase card, credit card, or other fee-laden payment method is utilized to pay the Fees, a 3% charge will be added to the payment amount due from Client. Payments must be made at the address designated on the invoice provided by Ethico.
- c. Disputed Fees. Client agrees that any objection to any invoice is waived unless Client provides a written objection within ten (10) days following receipt of said invoice stating the basis for the objection.
- d. Nonpayment or Late Payment. If payment is not received by the due date on the invoice, Client will be assessed a late fee of the lesser of (i) 1.5% per month or (ii) the highest rate allowed by law, on any unpaid balances. Client agrees to reimburse Ethico for any expenses incurred, including interest, court costs, and reasonable attorneys' fees, in the collection of





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any Fees that are not under good faith dispute by Customer. Ethico reserves the right to suspend or terminate Services under this Agreement for nonpayment of Fees after sixty (60) days following the nonpayment of an invoice. Client acknowledges and agrees that if any Ethico services are suspended or terminated for any reason, including due to Client's late payment or nonpayment of Fees, Client is solely responsible for any failure to meet any legal, regulatory, or contractual obligations or deadlines, including any fees, penalties, or interest that may be assessed against Client, to the extent that Client was relying on Ethico's Services in whole or in part to meet any such obligations or deadlines. In the event of suspension or termination due to nonpayment or any other valid mechanism for termination as set forth in this Agreement, Client agrees to pay Ethico all Fees due, in addition to any expenses incurred in the collection of these Fees, at the time of said suspension or termination and to pay all monies due to Ethico in full prior to any reinstatement of or additional Services.

### 6. Confidential Information.

- a. Definition. "Confidential Information" means any information disclosed at any time by either Party, directors, officers, employees, and agents (collectively, "Representatives"), to the other Party or its Representatives in anticipation of or during the Parties' relationship, either directly or indirectly, in writing, orally, or by any other means, including, without limitation, trade secrets, operational procedures, fee schedules, passwords information concerning technology, marketing, products, strategies, planning, finances, employees, product roadmaps, customer lists, service or product purchases or modifications, performance agreements and documentation, performance results, pricing, any information marked as "confidential" or "proprietary," information Client puts into the Services intended to be confidential (including but not limited to passwords, personnel files, internal investigations and assessments) and other confidential or proprietary information that a reasonable person would understand to be confidential or proprietary. Confidential Information excludes the following:
  - I. Information that was publicly known and that the disclosing Party made generally available in the public domain prior to the time of disclosure or that becomes known through legal or other public proceedings;



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- II. Information the receiving Party already prior knowledge of at the time of disclosure without a breach of any third Party's obligations;
- III. Information the receiving Party obtains from a third Party without a breach of such third Party's confidentiality obligations at the time of disclosure; and
- IV. Information the receiving Party independently develops without use of or reference to the disclosing Party's Confidential Information.

- a. Confidentiality Obligations. Each Party shall protect and not disclose the other Party's Confidential Information and use it only as permitted in connection with this Agreement. Each Party shall treat the other Party's Confidential Information with the same care used to prevent the unauthorized disclosure of its own Confidential Information, which shall not be less than the care a reasonable businessperson would undertake in similar circumstances. Each Party shall only disclose Confidential Information to their Representatives if the following circumstances have been met: (i) the Confidential Information is necessary for Representatives to fulfill their job duties and (ii) the Representatives are bound by confidentiality obligations similar to or more restrictive than the obligations in this agreement. Except with regard to Representatives who meet the conditions for disclosure set forth above or as required under Applicable Law, and as set forth in any applicable DPA, BAA, or other Exhibit, Confidential Information shall not be disclosed to any third party without the written consent of the Party who owns the Confidential Information. Each Party shall be liable for their respective Representative's breach of this section. In the event that a Party is required to disclose the other Party's Confidential Information pursuant to a subpoena or any Applicable Law ("Disclosing Party"), the Disclosing Party shall promptly inform the Party whose Confidential Information may be disclosed, in writing, of the circumstances and cooperate, to the extent permitted by Applicable Law, with that Party's efforts to seek a protective order or other relief.

### 7. **Destruction and Return of Client Information.**

- a. Definition. Client Information is information that Ethico collects, receives, or processes from Client pursuant to fulfilling the purposes of this Agreement. Client Information is considered a



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sub-set of Confidential Information and includes Personal Data (as defined below) but does not include Usage Data.

- b. Destruction. Within ninety (90) days of the completion of Ethico's services for Client and/or termination of this Agreement, or earlier upon Client's written request following the termination of the Agreement, Ethico shall delete or destroy all Client Information in its possession in such a manner that Client Information cannot be read or reconstructed, except that 1) Ethico shall retain one secured copy of Client Information transferred under this Agreement for the purpose of establishing compliance with any Applicable Laws or for maintaining or defending any disputes related to this Agreement and 2) Ethico shall retain any Client Information stored in its backup infrastructure for business continuity, which will be deleted pursuant to Ethico's data retention schedule. Ethico shall continue to abide by its Confidentiality and Data Privacy obligations for any Client Information it continues to hold beyond the termination or expiration of the Agreement. Client agrees and acknowledges that if it does not provide written instructions to Ethico directing that Client Information be destroyed that Ethico may retain and delete such Client Information according to its internal data retention policies.
- c. Return of Client Information on MyCM. Client understands and acknowledges that it has the ability to export its own Client Information from MyCM at any time and at no additional cost prior to the expiration or termination of the Agreement. If Client decides not to export Client Information on its own and instead elects to have Ethico perform the work of exporting Client Information from MyCM to Client, these actions by Ethico will be completed at Client's expense, pursuant to an Order Form which shall specify Ethico's standard export process of Client Information or any additional modifications or customizations requested by Client. Upon written request, Ethico shall provide to Client a written certification by an officer of Ethico confirming that the return or destruction of Client Information has been completed.

### 8. Data Privacy.

- a. Relationship Between the Parties. Client shall act as Controller (or a "Business") and Ethico shall act as Processor (or a "Service Provider"), as defined under Applicable Laws related to data privacy and data protection. Ethico shall process information that is used or could be used to identify an individual, directly or indirectly ("Personal Data") at the written direction of Client,



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including what is contemplated in this Agreement and in order to improve Ethico's Services. Client understands that as Controller it is ultimately responsible for obtaining, if required, any consent of any individual whose Personal Data may be processed pursuant to this Agreement ("Data Subject").

- b. Compliance with Applicable Privacy Laws. Both Parties agree to comply with all applicable data privacy laws, rules, and regulations ("Applicable Privacy Laws").
- c. Purpose of Processing and Written Instructions. The purpose of such processing Personal Data shall be to fulfill the terms of this Agreement. Client's written instructions to Ethico shall include any instructions or processes set forth or contemplated in this Agreement, including any attached Order Forms or Exhibits, and other written instruction later provided by Client via email, except where Ethico believes that instruction would violate Applicable Privacy Laws, in which case, Ethico will promptly inform Client of its objection to the instruction.
- d. Data Transfers. Client acknowledges and agrees that Personal Data is transferred to and stored in the United States of America ("United States"). Ethico is self-certified under the Data Privacy Framework ("DPF"), which it utilizes as its valid data transfer mechanism for any Personal Data that is transferred from the United Kingdom, European Economic Area, and/or Switzerland to the United States. Client will promptly notify Ethico if it believes that additional controls or other measures need to be put in place related to data transfers between any other jurisdictions in order to comply with Applicable Privacy Laws.
- e. Authorization to Use Sub-Processors. Client agrees that Ethico shall be authorized to use third-parties to process Personal Data ("Sub-Processors") in the performance of this Agreement. Ethico agrees that it shall only use Sub-Processors who agree to abide by the same or similar data privacy provisions in this Agreement when processing Personal Data on behalf of Client.
- f. Security of Personal Data. Ethico agrees to use reasonable methods and safeguards to protect Personal Data, including implementing, maintaining and applying appropriate technical and organizational security measures to protect against any unauthorized collection, use, or disclosure of Personal Data, which includes maintaining SOC 2 certification.
- g. Notification of Breach. In the event of a breach of Personal Data by Ethico or its Sub-Processors, Ethico shall promptly notify Client of the breach and take the necessary steps to identify, prevent, and mitigate the breach. Following prompt notification to Client, Ethico shall continue to cooperate



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with Client to provide additional information that Client may reasonably request from Ethico and/or its Sub-Processors related to said breach.

- h. Confidentiality and Limited Access to Personal Data. Ethico requires all its employees to sign confidentiality agreements at the start of their employment and complete an annual privacy training. Ethico maintains policies and procedures to ensure the security and confidentiality of Personal Data. Ethico restricts access to Personal Data to only those Ethico employees and Sub-Processors who need access to such Personal Data in order to complete the requirements of this Agreement.
- i. Data Subject Rights. Both Parties agree to respect the applicable legal rights of Data Subjects regarding their Personal Data. Should a Data Subject make a request directly to Ethico to exercise their privacy rights, Ethico, as the Processor, will promptly inform Client of the request, and Client will promptly (i) respond to the request directly or (ii) provide written instruction to Ethico on how to respond.
- j. Personal Data Deletion. Client is responsible for directing Ethico when to delete any Personal Data that Ethico may hold throughout the course and following termination of the Ethico Agreement. Except as otherwise agreed upon in writing between the Parties, the return and deletion of Personal Data shall be subject to the same procedures and restrictions as set forth in the Destruction and Return of Client Information section of this Agreement.

### 8. Data Privacy.

- a. [Both Parties agree to comply with Applicable Laws related to data privacy and protection. The attached Exhibit [C] Data Processing Addendum(s) ("DPA(s)") shall govern the processing of any personal information of individuals pursuant to this Agreement.]

**9. Usage Data.** Client authorizes Ethico, as part of the Services, to access and compile information related to the use of Services ("Usage Data") to operate, analyze, improve, support, and report on the Services, including benchmarking and reports. Ethico will not disclose Usage Data externally unless it is a) de-identified so that it does not identify any entity or individual and b) aggregated with data across other customers.



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## 10. Intellectual Property.

- a. Ownership. Each Party shall retain all right, title, and interest in any copyrights, trademarks, patent rights, and other intellectual property or proprietary rights it has acquired or developed prior to or outside the scope of this Agreement. Neither Party will acquire any right, title, or interest in the intellectual property rights of the other Party by virtue of its performance under the Agreement. For the avoidance of doubt, Client shall retain all right, title, and interest in any intellectual property that it inputs into Ethico's proprietary software or that it provides to Ethico to process under the terms of this Agreement, including any derivative works. Notwithstanding the foregoing, Ethico shall have the right to access and compile Usage Data.
- b. No Implied Rights. Unless expressly granted in writing, all intellectual property rights remain the exclusive property of the original owner.
- c. Limited License for Formatting. Client grants Ethico, for the Term of the Agreement, a limited, non-exclusive, non-transferable, royalty-free license to format Client's intellectual property, specifically its trademarks and service marks, for optimal display and functionality within the Services.
- d. Name and Trademark Usage. Ethico may use Client's name, logos, and trademarks in its promotional materials, including advertising and marketing materials, sales presentations, publications, and communications such as press releases and emails for the purposes of revealing that Ethico provides services to Client. Client may revoke such usage at any time upon written notice to Ethico.

## 11. Liability Insurance.

- a. Minimum Insurance Coverage. During the term of this Agreement, Ethico will maintain, at its own expense, the minimum amounts of insurance coverage as specified below:
  - I. General Comprehensive Liability Insurance of in an amount of at least \$1,000,000 for bodily injury (including death) and property damage.
  - II. Commercial General Liability ("CGL") and/or Umbrella Liability insurance written on ISO Occurrence form CG 00 01 12 07 or equivalent, written on an occurrence form, with a limit of not less than \$2,000,000 per each occurrence.



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- III. Professional Liability/Errors and Omissions coverage covering the liability for any financial loss due to negligent error or omission of Ethico or its employees and agents with a policy limit of \$2,000,000 per event.
- IV. Cyber Liability including network security and privacy risks. Coverage will include unauthorized access, failure of security, wrongful disclosure, collection, or other negligence in the handling of Confidential Information, privacy perils, data breach expenses, and consumer notification expenses, in an amount not less than \$5,000,000.
- V. Workers Compensation and Employers Liability Insurance meeting minimum statutory requirements.
- VI. Commercial Umbrella and/or Employers Liability Limits of no less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- VII. Automobile Liability and/or Umbrella Liability insurance with limits of not less than \$1,000,000 each accident.

### 12. Warranty and Disclaimer.

- a. Warranty. Ethico warrants that (i) its Services will be provided in a professional manner in accordance with industry standards and (ii) the Services will conform with the descriptions set forth in any applicable Order Form. Ethico's exclusive obligation, and Client's sole remedy, for breach of these warranties will be (i) to re-perform the Services at no additional charge, and (ii) at Ethico's sole option, to repair or replace any such non-conforming Services or to refund the Fees paid by Client for such non-conforming Services. Any replacement Services are subject to this same warranty. These warranties will not apply if the Services are: (i) modified or altered in any way (other than by Ethico or with the specific prior written consent of Ethico); (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that Ethico may make available from time to time; (iii) used in any manner or for any purpose not specifically permitted by this Agreement, or (iv) disrupted due to virus, malicious software, or any other disruptive programs that are introduced, intentionally or unintentionally.
- b. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ETHICO DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER



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WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, DELIVERABLES, OR ETHICO'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY OR VERACITY OF INFORMATION, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT MIGHT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE BETWEEN THE PARTIES. ETHICO EXPRESSLY DOES NOT WARRANT THAT ITS SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES.

- c. NO LEGAL SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT ETHICO IS NOT ENGAGED IN THE PRACTICE OF LAW AND THAT ANY INFORMATION PROVIDED IN ITS SERVICES OR PROVIDED BY ITS EMPLOYEES OR AGENTS MAY NOT BE RELIED UP ON AS LEGAL ADVICE. ETHICO SHALL HAVE NO LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY RELATING TO OR RESULTING FROM THE USE OF ITS SERVICES AND THE INFORMATION INCLUDED THEREIN, OR ANY ERRORS IN OR OMISSIONS THEREFROM. ETHICO WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CLIENT AS A RESULT OF THE PERFORMANCE BY ETHICO OF ITS SERVICES.
- d. CLIENT RESPONSIBLE FOR USE OF SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, CLIENT IS FULLY RESPONSIBLE FOR ITS USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO ANY USE OR LACK OF USE THAT MAY RESULT IN ANY STATUTORY OR REGULATORY PENALTIES OR FINES OR LAWSUITS. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF THE SERVICES DO NOT GUARANTEE THAT CLIENT WILL MEET ANY SPECIFIC REQUIREMENTS OF ANY SPECIFIC LAW, REGULATION OR GUIDELINE AND THAT IT IS THE RESPONSIBILITY OF CLIENT TO UTILIZE THE PRODUCTS OR SERVICES IN A WAY THAT MEETS ANY SUCH LAWS, REGULATIONS, OR GUIDELINES THAT CLIENT HAS IDENTIFIED.
- e. NO GUARANTEE ON VERACITY OF INFORMATION. CLIENT ACKNOWLEDGES AND AGREES THAT ETHICO DOES NOT GUARANTEE NOR WARRANT THE VERACITY OF INFORMATION RECEIVED FROM BY ETHICO FROM ANY REPORTER TO THE HOTLINE OR MYCM OR ANY PUBLIC SOURCE AND THAT ITS ONLY RESPONSIBILITY WITH REGARD TO





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VERACITY OF INFORMATION IS TO ACCURATELY CONVEY TO CLIENT THE INFORMATION IT RECEIVES FROM ANY OF THESE SOURCES. FURTHERMORE, ETHICO IS NOT RESPONSIBLE AND SHALL NOT BE LIABLE FOR ANY ACTION OR INACTION CLIENT MAY TAKE BASED ON INFORMATION ACCURATELY RELAYED TO CLIENT BY ETHICO, INCLUDING ANY MISUSE OR ABUSE OF INFORMATION APPROPRIATELY OBTAINED BY ETHICO AND CONVEYED TO CLIENT PURSUANT TO THIS AGREEMENT.

- f. INFORMATION SENT VIA INTERNET. IN NO EVENT SHALL ETHICO BE LIABLE FOR ANY LOST OR DELAYED E-MAIL MESSAGES OR ATTACHMENTS, OR DAMAGES CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS THAT WERE NOT CAUSED BY ETHICO.

### 13. Termination.

- a. General. The Agreement, or any Applicable Order Form, may be terminated under the following circumstances:
  - 1. Either Party may terminate the Agreement in the event of a material breach by the other Party; or
  - 2. Ethico may terminate the Agreement in the event of nonpayment or late payment of Fees.
- b. Opportunity to Cure. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific nature of the breach and shall request that it be cured within a specified time period of thirty (30) days or more. The Parties agree to work together in good faith to cure any alleged or actual breach. If the breaching Party does not cure the breach within the specified time period to cure, the non-breaching Party may terminate the Agreement, effective on the date specified in the written notice.
- c. Reimbursement or Payment of Fees. In the event that Ethico is the breaching Party and is not able to cure the breach within the specified time frame, Ethico shall reimburse Client for any Fees for Services paid in advance and not rendered or delivered while the Agreement was in effect. In the event that Client is the breaching Party, and Ethico exercises its right to terminate, Client is responsible for all outstanding Fees due to Ethico, which shall be due and payable immediately upon termination.
- d. Revocation of All Licenses. Upon termination or expiration of this Agreement, all licenses granted herein will terminate.



## MASTER SERVICES AGREEMENT

- e. Termination of an Order Form. In the event that either Party has the right to terminate the Agreement and has multiple Order Forms in place, the Parties may mutually agree, in writing and signed by each Party's duly authorized representative, to maintain the Agreement and terminate only the Order Form that gave rise to the right to terminate.

### 14. Indemnification.

- a. By Ethico. Ethico agrees to indemnify and hold harmless Client and its respective affiliates (which shall include any companies that are owned or controlled by Client), directors, officers, employees, agents, subcontractors and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments, in whatever jurisdiction brought, under either federal or state law, from any and all actions, liabilities, damages, claims or expenses of any kind, including reasonable attorneys' fees, brought by any third party against Client and which arise from (i) Ethico's wilful violation of Applicable Law in relation to this Agreement, (ii) claims that Ethico is deliberately infringing or misappropriating any third-party intellectual property rights, or (iii) Ethico's violation of the Confidentiality section of this Agreement.
- b. By Client. Client agrees to indemnify and hold harmless Ethico and its respective affiliates (which shall include any companies that are owned or controlled by Ethico), directors, officers, employees, agents, subcontractors and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments, in whatever jurisdiction brought, under either federal or state law, from any and all actions, liabilities, damages, claims or expenses of any kind, including reasonable attorneys' fees, brought by any third party against Ethico and which arise from (i) Client's wilful violation of Applicable Law in relation to this Agreement; (ii) claims that Client is deliberately infringing or misappropriating any third-party intellectual property rights; (iii) Client's violation of the Confidentiality section of this Agreement, (iv) taxes for which Client is liable; or (v) claims related to Client's misuse or abuse of the Services, including any misuse or abuse of any information appropriately obtained by Ethico and accurately conveyed to Client pursuant to this Agreement.



## MASTER SERVICES AGREEMENT

- c. Indemnification Notice. The Party who is seeking indemnification ("Indemnified Party") must promptly provide Notice to the Party from whom indemnification is being sought ("Indemnifying Party") and set forth all relevant facts and circumstances related to any indemnification claim.

**15. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT, AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE CUMULATIVE VALUE OF FEES PAID UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. THESE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING OUT OF BREACHES OF CONFIDENTIALITY OBLIGATIONS, DELIBERATE VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PAYMENT OF FEES. NO CLAIM OR ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER SAID CAUSE OF ACTION ARISES.

**16. Governing Law.** ~~This Agreement shall be governed by and construed in accordance with laws of the State of North Carolina, in the United States of America, without regard to the choice of law rules thereof.~~ Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**17. Dispute Resolution.**

- a. **Mediation.** In the event of any controversy, dispute or disagreement arising out of or relating to this Agreement, including any alleged breach thereof, the Parties agree to first attempt to resolve the matter through a non-binding confidential mediation before pursuing any legal action. The Parties agree to participate in the mediation in good faith, including sharing all necessary information and working towards a mutually acceptable resolution. The Parties shall choose a



## MASTER SERVICES AGREEMENT

mediator from a list provided by the American Arbitration Association. The costs of the mediation shall be split between the parties.

- b. **Arbitration.** In the event that the Parties are unable to settle any controversy, dispute or disagreement arising out of or relating to this Agreement, including any alleged breach thereof, through mediation, then the matter shall be settled by arbitration. The arbitration shall be administered in Charlotte, North Carolina by the American Arbitration Association under its Commercial Arbitration Rules, as presently in effect, and which to the extent of the subject matter of the arbitration shall be binding not only on all Parties to the Agreement but also on any other entity controlled by, in control of or under common control with the Party, to the extent that such entity joins in the arbitration, and judgment on the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear their own costs and expenses incurred in connection with any such arbitration.

**18. Force Majeure.** A Party will not be deemed to be in breach of its obligations under this Agreement to the extent that a failure to perform is due, in any substantial part, to factors beyond its reasonable control, including, without limitation, civil disorder, disruptions of telecommunications services and/or third party internet service providers, outside electrical failures, cyberattacks on a Party's internal systems or on the internal systems of third parties which host a Party's infrastructure (including internet service providers and telecommunication providers), labor disputes, pandemics, governmental restrictions, fires, explosions, earthquakes, drought, tidal waves and floods, unusually severe weather, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, or military or usurped power, civil war, contamination, riot, commotion, strikes, go slows, lock outs disorder, acts or threats of terrorism or other events beyond the control of a Party (each a "Force Majeure").

**19. Independent Contractor; No Agency.** Client is retaining Ethico as an independent contractor. Nothing in this Agreement shall be construed to create a joint venture, partnership, or any employment relationship between the Parties or between its employees or subcontractors. Unless otherwise expressly provided by written agreement, neither Party shall be liable for any of the obligations, liabilities or debts of



## MASTER SERVICES AGREEMENT

the other Party. Neither Party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, nor shall either Party have any right, power, or authority to create any obligation or responsibility on behalf of the other.

**20. No Waiver.** Any delay in enforcement of any provision or rights set forth in this Agreement shall not constitute a waiver of the enforcement of any such provision or rights, unless such waiver is in writing and signed by the waiving Party.

**21. Survival.** Upon expiration or termination of this Agreement, all terms and conditions of this Agreement that, by their sense and content, are intended to survive the expiration or termination of this Agreement, shall survive, regardless of the reason of such expiration or termination, including, but not limited to Fees, Payment, Confidential Information, Data Privacy, Limitation of Liability, and Governing Law.

**22. Headings.** Headings contained herein are for convenience only and shall not affect the interpretation of the Agreement.

**23. Counterparts.** This Agreement may be executed in counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other Party via email. Electronic signatures and/or scanned copies of hard copy signatures shall be deemed to be original signatures.

**24. Severability.** If any part of this Agreement shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, then such part shall be construed to reflect the original intention of the Parties, to the extent permitted under Applicable Law, and all remaining parts of this Agreement shall remain in full force and effect insofar as reasonably possible.

**25. Notice.** Notice under this Agreement means written notification sent to a Party via postal mail or email. Notices to Ethico should be sent to the address listed in the "For Notice" section of the Contact Information section of this Agreement.



## MASTER SERVICES AGREEMENT

**26. Amendments.** Any subsequent appendixes, annexes, or amendments to this Agreement must reference this Agreement must and be executed by a duly authorized representative of each Party.

**27. Assignment.** The terms of the Agreement shall be binding on the Parties and their respective successors. Neither Party may sub-license, assign, transfer or delegate its rights, duties, or obligations under this Agreement (in whole or in part) to any person or entity without the prior written consent of the other Party, except that either Party shall be permitted to fully assign this Agreement (and any Amendment hereto) to the purchaser of all or substantially all of its assets or business to any successor by merger, consolidation, or similar corporate action, and, in the case of Client, where an assignment changes the Service Quote of any Order Form (including, but not limited to, employee count or search base population), the Parties shall renegotiate the Fees as set forth in the Fee Basis and Renegotiation section of this Agreement to reflect said changes.

**28. Entire Agreement.** This Agreement, including any attached Order Form, applicable DPA or BAA, and another Exhibit, shall constitute the complete and entire expression of the agreement between the Parties, and shall supersede any and all other agreements, whether written or oral, electronic or otherwise, between the Parties.

**29. Contact Information:**

<b>Client Liaison:</b>	<b>Ethico Liaison:</b>	Account Management Team
Title:	Title:	



## MASTER SERVICES AGREEMENT

Street:	Street:	8615 Cliff Cameron Dr. Suite 290 Charlotte, NC 28262
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E-mail:	E-mail:	accountmanagement@ethico.com
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Phone:	Phone:	D (704) 547-9000
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### For Billing:

#### Invoices

To:

#### Payments

To:

Team Billing

Street:	Street:	8615 Cliff Cameron Dr. Suite 290 Charlotte, NC 28262
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E-mail:	E-mail:	teambilling@ethico.com
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Phone:	Phone:	800-617-0415
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### For Notice:

8615 Cliff Cameron Dr.  
Suite 290  
Charlotte, NC 28262

accountmanagement@ethico.com

**IN WITNESS WHEREOF**, the Parties' authorized representatives have executed this Agreement to be effective as of the Effective Date:



# MASTER SERVICES AGREEMENT

**Acknowledged and agreed:**

**CLIENT:**

**ETHICO:**

**Authorized Signature:**

**Authorized Signature:**

**Name:**

**Name:**

**Title:**

**Title:** Co-CEO

**Effective Date:**

**Effective Date:**





## Exhibit A - Order Form

This Order Form Exhibit ("Order Form") is issued pursuant to the Ethico Agreement between Ethico ("Ethico") and Williamson County EMS ("Client") and effective as of the date both Parties have signed this Order Form. This Order Form is subject to the terms and conditions contained in the Agreement between the Parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Scope and the terms of this Agreement, the terms of this Order Form shall govern and prevail.

**Services.** This section defines the Services to be provided by Ethico to Client under this Agreement.

### **SanctionCheck.**

Ethico has developed a cumulative searchable sanctions database known as ("SCWEB") with information obtained from various government-provided listings, which Ethico represents will assist Client in identifying individuals and entities which have been sanctioned, debarred or otherwise excluded from participation in federally funded health care programs or other qualified (federally or not) program participation. This section describes the SanctionCheck Service as provided by Ethico.

#### **1. License Grant.**

- a. Ethico hereby grants to Client a nonexclusive, non-transferable, revocable license to search, retrieve, display, print and download information contained within SCWEB via the Internet.
- b. It is expressly understood that no title to or ownership of SCWEB, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about SCWEB that is necessary for Client to conduct its daily business.

#### **2. Access to and Use of SCWEB.**

- a. Ethico shall issue Client with usernames and passwords for Internet access to SCWEB. The number of usernames and passwords are defined under this Order Form.
- b. Access to SCWEB shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance and reasonable downtime, when access will not be available. Ethico provides the following Service Level Agreement ("SLA"): during the Term of this Agreement, SCWEB will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given year Client may be eligible to receive a Service Credit of 10% of 1/12th of Client's annual SCWEB fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual SCWEB fee.
- c. Data transmission and computer link to SCWEB via the Internet shall be the exclusive responsibility of Client.



## Exhibit A - Order Form

- d. Client represents and warrants and expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to SCWEB for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from SCWEB for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, SCWEB or (iv) assert any proprietary rights to any portion of SCWEB, or any information contained within SCWEB or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
  - e. Any additional licenses added during a term of this Agreement will be priced according to the Ethico standard price at the time of request, unless otherwise specified in writing, and will be recorded in writing (including via email to Ethico) by an authorized representative of Client.
  - f. **Scheduled Downtime.** The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.
  - g. Client acknowledges and agrees that, where a government agency will not accept encrypted communications of any kind, that Ethico will, when performing any additional services, including but not limited to rule-outs, send the relevant Client documentation to the government agency in a non-encrypted format.
3. **Resolving Matches.** Client must confirm that the information obtained from various government provided listings, and the information reported on each of the "Potential" matches, is correct before drawing any conclusions on the relevancy of the match. Client acknowledges and agrees that the information reported from the various government listings may not be complete or accurate. It is also possible that information may exist but has not been reported by the agencies and accessed by SanctionCheck. SanctionCheck does not add any information to the report, nor attempt to merge files from different sources. Client acknowledges and agrees that any inaccurate information provided by Client to Ethico could also affect the completeness or accuracy of any results. Additionally, Client acknowledges that SanctionCheck neither verifies credentials nor obtains information from court records. Client must make the final determination of whether the information is identifiable with any individual/entity searched by Client.
4. **Additional Services.** Upon the commencement of service, and additional dates as agreed, Client will submit a list Client's complete Employee List (employees, medical staff, physicians) and/or Vendor List (vendors, entities, contractors) that it wishes to be searched ("Lists") to SCWEB in CSV or Excel format. Lists not uploaded into SCWEB in the specified format will either be rejected for screening or may result in inaccurate results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via SCWEB. Client will designate an individual or individuals to act as the account manager in the development of reporting procedures between Ethico and Client and to serve as the recipient of



## Exhibit A - Order Form

all documented reporting from Ethico. Annual Utilization Level (AUL) is not to be exceeded. Additional names searched will be billed at 3 times the per-name cost, billable monthly unless the Agreement pricing is right-sized. Client will receive the service tier set forth in the Service Quote:

1. Basic: All Employee List and/or Vendor List files submitted for service will include an appropriate and persistent unique identifier for each record across subsequent submissions of file updates. Files submitted without a unique identifier or which require additional file management services by Ethico will incur service add-on surcharges at the Ethico standard price at the time of service. Ethico will process Client-submitted requests against SCWEB data. Following such comparison at the Ethico standard match level, Ethico will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. Review of potential matches at a match level beyond the Ethico standard match level (Advanced Match Level review), or other special services (including file management per file, service on a file without a unique identifier, or one-time advanced service level review) are available and require additional Fees. The documentation will include the date of the search, how many searches were conducted, and how many of the searches resulted in potential or confirmed matches. All potential or confirmed matches will be additionally identified on an Exclusion Results Certification. Ethico's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor.
  2. Essential: Ethico will perform additional rule-outs based on the initial results that are returned from the SCWEB search. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual based on the information provided.
  3. Professional: If a potential Positive match still cannot be ruled out by Ethico, Ethico will contact the sanctioning agency with the provided information to attempt to rule out an entity. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual due to a number of reasons outside of its control, including lack of information provided by Client or from the sanctioning agency. If a potential Positive match still cannot be ruled out after contacting the sanctioning agency, Ethico will send an affidavit via email which will allow the entity in question to attest to whether they are the sanctioned entity or not.
5. **Warranty and Remedy.**
- a. Ethico has agreed to provide Client with certain information received from United States, state or local government sources referenced under the Service Quote, which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, subsidiaries, affiliates, and/or vendors of Client. It is agreed and understood by Client, that Ethico warrants the accuracy of information contained within the SanctionCheck database to the extent that the information is a duplicate of the information obtained from various government-provided listings. Ethico, however, neither warrants, vouches for, nor authenticates the reliability of this information nor does Ethico guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from various government-provided listings for any



## Exhibit A - Order Form

purpose. Client agrees that, except for the specific duties of Ethico as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state, and federal laws pertaining to the investigation and protection of such information, as well as the protection of all rights of any person or persons accused of or potentially associated with any wrongdoing. In the event SCWEB fails to operate or perform the functions described in the documentation provided within SCWEB, Ethico will use commercially reasonable efforts to correct such failure. If Ethico, however, is unable to correct any such failure, Ethico will refund the license and maintenance Fees paid by Client for SCWEB in the current Term in lieu of correcting the failure. Refunds of the license and maintenance Fees may be prorated based on the materiality of the failure of Client's overall use of SCWEB and the length of time such SCWEB was used by Client. Client shall be entitled to a full refund of the license and maintenance Fees only when SCWEB has so failed as to be of no value whatsoever to Client.

6. **ActionCheck Guarantee.** Ethico warrants that it maintains cyber security and errors and omissions insurance policies, each with coverage limits of no less than \$5,000,000. In the event Client incurs actual damages, including but not limited to fines, penalties, or other losses, as the direct result of relying on work performed by Ethico that was performed negligently or not in accordance with industry standards, Ethico shall reimburse Client for such actual damages up to the coverage limits of the aforementioned insurance policies. Provider's liability under this guarantee is limited to the amount of actual damages incurred by Client that are attributable to Ethico's failure to perform its work consistent with industry standards, not to exceed the insurance coverage limits stated herein. This guarantee shall be valid for the duration of contract term from the effective date of this agreement. To make a claim under this guarantee, Client must provide written notice to Provider within 30 days of incurring damages, along with documentation substantiating the damages incurred. Provider shall have 180 days following receipt of notice and documentation to investigate the claim and make any payment owed under this guarantee. The foregoing sets forth Provider's entire liability and Client's sole remedy under this "Action Check Guarantee."

**Social Security Death Index Search.** The Social Security Death Index ("SSDI" or "SSDM") is a large database containing vital information of more than 77 million people (primarily Americans) whose deaths have been reported to the U.S. Social Security Administration ("SSA"). For various reasons, not everyone who has been issued a Social Security number and is deceased will appear in this file. Upon the commencement of service, and additional dates as agreed, Client will submit a list of the people to be screened, in Ethico's provided CSV or Excel template, and loaded into Ethico's SanctionCheck platform ("SCWEB"). Lists not uploaded into SCWEB in the specified format will either be rejected for screening or will produce less than satisfactory results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via SCWEB. Client will designate an individual or individuals to act as the account manager in the development of reporting procedures between Ethico and Client and to serve as the recipient of all documented reporting from Ethico. Ethico will screen each person to confirm that the social security number they are using is not associated with a known deceased person for the SSDI database. The results will be delivered in SCWEB. Clients can view the results and print them via PDF or Excel.



## Exhibit A - Order Form

### 1. License Grant.

- a. Ethico hereby grants to Client, and Client hereby accepts, a non-exclusive, non-transferable license to search, retrieve, display, print and download information contained within SCWEB via the Internet.
- b. It is expressly understood that no title to or ownership of SCWEB, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about SCWEB that is necessary for Client to conduct its daily business.

### 2. Access to and Use of SCWEB.

- a. Ethico shall issue Client with usernames and passwords for Internet access to SCWEB. The number of usernames and passwords are defined under this Order Form.
- b. Access to SCWEB shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance and reasonable downtime, when access will not be available. Ethico agrees, during the Term of this Agreement, SCWEB will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given year Client may be eligible to receive a Service Credit of 10% of 1/12th of Client's annual SCWEB fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual SCWEB fee.
- c. Data transmission and computer link to SCWEB via the Internet shall be the exclusive responsibility of Client.
- d. Client expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to SCWEB for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from SCWEB for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, SCWEB or (iv) assert any proprietary rights to any portion of SCWEB, or any information contained within SCWEB or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
- e. Any additional licenses added during a term of this Agreement will be priced according to the Ethico standard price at the time of request, unless otherwise specified in writing, and will be recorded in writing (including via email to Ethico) by an authorized representative of Client.
- f. Scheduled Downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client of periods of downtime at least three (3) days prior to the commencement of such downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.



## Exhibit A - Order Form

3. **Warranty and Remedy.** Ethico has agreed to provide Client with certain information received from the United States government sources referenced under the Service Quote which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, entities and/or vendors of Client. It is agreed and understood by Client, that Ethico warrants the accuracy of information contained within the SSDI database to the extent that the information is a duplicate of the information obtained from various government-provided listings. Ethico, however, neither warrants, vouches for, nor authenticates the reliability of this information nor does Ethico guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from government-provided listings for any purpose. Client agrees that, except for the specific duties of Ethico as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state, and federal laws pertaining to the investigation and protection of such information.

9. **Service Tiers.** Client will receive the Service Tier and options itemized in the Service Quote:

**SanctionCheck - Basic.** Subscription to this Tier includes Client access to SCWEB for all Employee List and/or Vendor List files submitted for service and will include an appropriate and persistent unique identifier for each record across subsequent submissions of file updates. Files submitted without a unique identifier or which require additional file management services by Ethico will incur service add-on surcharges at the Ethico standard price at the time of service. Ethico will process the Client-submitted requests against SCWEB data. Following such comparison at the Ethico standard match level, Ethico will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. Review of potential matches at a match level beyond the Ethico standard match level or other special services (including file management, correction of files without a unique identifier, or one-time advanced service level review) are available and require additional fees. The documentation will include the date of the search, how many searches were conducted, and how many of the searches resulted in potential or confirmed matches. All potential or confirmed matches will be additionally identified on an Exclusion Results Certification. Ethico's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor.

**SanctionCheck - Essential.** Subscription to this Tier includes all SanctionCheck Basic features plus the following: Ethico will perform additional rule-outs based on the initial results that are returned from the SCWEB search. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual based on the information provided.

**SanctionCheck - Professional.** Subscription to this Tier includes all SanctionCheck Basic and Essential features plus the following: If a potential Positive match still cannot be ruled out by Ethico, Ethico will contact the sanctioning agency with the provided information to attempt to rule out an entity. Ethico will report the final results to the Client. Ethico may not be able to confirm or rule out an individual due to a number of reasons outside of its control, including lack of information provided by





## Exhibit A - Order Form

Client or from the sanctioning agency. If a potential Positive match still cannot be ruled out after contacting the sanctioning agency, Ethico will send an affidavit via email which will allow the entity in question to attest to whether they are the sanctioned entity or not.

### Single Sign-On (SSO).

1. If Client uses Single Sign On to access the Services, this section applies. Ethico shall implement Single Sign-On ("SSO") between Client's software and Ethico's software platform, subject to the Parties' abilities to satisfy the security requirements of the other Party. Ethico shall cooperate with Client during all stages of implementing SSO, including any exploratory or information gathering stages. Ethico shall determine any project timeframes, including the final effective date; however, Client shall assist Ethico in determining reasonable timeframes by providing any information requested by Ethico. Both Parties shall support SSO through a number of federated identity standards including, but not limited to, SAML2.0 (Security Assertion Markup Language), OAuth (Open Authorization) and others as mutually agreed upon by both Parties. Both Parties shall maintain and support SSO in relation to the software or platforms that they control.
2. SSO IDs are used in lieu of username/password credentials for authentication and are only shared with the respective SSO provider as required for authentication. Client shall authenticate each of its representatives ("User") prior to gaining access to the Services using the agreed upon SSO protocol. At the time Client attempts to access Ethico's web application, Client will identify and authenticate its User through the SSO process by employing commercially reasonable security practices accepted in the industry. After Client has authenticated its User, it will securely transmit the User's credentials to Ethico. Upon receiving the transmission, Ethico will authorize Client to access its Services through Ethico's web application upon verification.
3. Should unauthorized access to Ethico's websites or other services occur through the negligent, willful or otherwise unlawful disclosure or use of SSO, Client shall indemnify Ethico against any losses, damage or hacking to Ethico's systems, Services, website, or business caused by such disclosure or use.
4. **User Provisioning.** If included in the Order Form, user provisioning capabilities will be a part of SSO. This will allow Clients to create licensed users with a set of predetermined permissions and settings. This will be based on the authentication group that they are assigned in Client's user directory. Client will need to send Ethico the group names and participants as a SAML attribute during the SSO implementation stage. This will ensure that the new users are successfully created with the correct permissions and settings granted.



# ETHICO

## AGREEMENT AMENDMENT

**THIS AMENDMENT** (this “Amendment”) to the  
Williamson County EMS ComplianceLine, LLC dba Ethico.  
ComplianceLine Agreement originally dated the 15th of May, 2018  
is amended and effective as of the date of signature by ComplianceLine, LLC, dba Ethico a  
Delaware Limited Liability Company (“ETHICO”) and  
Williamson County EMS (“CLIENT”). Ethico and Client  
are sometimes collectively referred to herein as the “Parties.”

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein,  
the receipt and sufficiency of which is acknowledged by the Parties as sufficient, the Parties  
agree as follows:

**The following section(s) have been amended to add the following:**

**SanctionCheck.**

Ethico has developed a cumulative searchable sanctions database known as (“SCWEB”) with information obtained from various government-provided listings, which Ethico represents will assist Client in identifying individuals and entities which have been sanctioned, debarred or otherwise excluded from participation in federally funded health care programs or other qualified (federally or not) program participation. This section describes the SanctionCheck Service as provided by Ethico.

**1. License Grant.**

- a. Ethico hereby grants to Client a nonexclusive, non-transferable, revocable license to search, retrieve, display, print and download information contained within SCWEB via the Internet.
- b. It is expressly understood that no title to or ownership of SCWEB, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about SCWEB that is necessary for Client to conduct its daily business.

**2. Access to and Use of SCWEB.**

- a. Ethico shall issue Client with usernames and passwords for Internet access to SCWEB. The number of usernames and passwords are defined under this Order Form.
- b. Access to SCWEB shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance and reasonable downtime, when access will not be available. Ethico provides the following Service Level Agreement (“SLA”): during the Term of this Agreement, SCWEB will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given year Client may





be eligible to receive a Service Credit of 10% of 1/12th of Client's annual SCWEB fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual SCWEB fee.

- c. Data transmission and computer link to SCWEB via the Internet shall be the exclusive responsibility of Client.
  - d. Client represents and warrants and expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to SCWEB for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from SCWEB for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, SCWEB or (iv) assert any proprietary rights to any portion of SCWEB, or any information contained within SCWEB or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
  - e. Any additional licenses added during a term of this Agreement will be priced according to the Ethico standard price at the time of request, unless otherwise specified in writing, and will be recorded in writing (including via email to Ethico) by an authorized representative of Client.
  - f. **Scheduled Downtime.** The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.
  - g. Client acknowledges and agrees that, where a government agency will not accept encrypted communications of any kind, that Ethico will, when performing any additional services, including but not limited to rule-outs, send the relevant Client documentation to the government agency in a non-encrypted format.
3. **Resolving Matches.** Client must confirm that the information obtained from various government provided listings, and the information reported on each of the "Potential" matches, is correct before drawing any conclusions on the relevancy of the match. Client acknowledges and agrees that the information reported from the various government listings may not be complete or accurate. It is also possible that information may exist but has not been reported by the agencies and accessed by SanctionCheck. SanctionCheck does not add any information to the report, nor attempt to merge files from different sources. Client acknowledges and agrees that any inaccurate information provided by Client to Ethico could also affect the completeness or accuracy of any results. Additionally, Client acknowledges that SanctionCheck neither verifies credentials nor obtains information from court records. Client must make the final determination of whether the information is identifiable with any individual/entity searched by Client.
4. **Additional Services.** Upon the commencement of service, and additional dates as agreed, Client will submit a list Client's complete Employee List (employees, medical staff, physicians) and/or Vendor List (vendors, entities, contractors) that it wishes to be searched ("Lists") to SCWEB in CSV or Excel format. Lists not uploaded into SCWEB in the specified format will either be rejected for screening or may result in inaccurate results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via SCWEB. Client will designate an individual or individuals to act as the account manager in the development of reporting procedures between Ethico and Client and to serve as the recipient of all documented reporting from Ethico. Annual Utilization Level (AUL) is not to be exceeded.



Additional names searched will be billed at 3 times the per-name cost, billable monthly unless the Agreement pricing is right-sized. Client will receive the service tier set forth in the Service Quote:

1. Basic: All Employee List and/or Vendor List files submitted for service will include an appropriate and persistent unique identifier for each record across subsequent submissions of file updates. Files submitted without a unique identifier or which require additional file management services by Ethico will incur service add-on surcharges at the Ethico standard price at the time of service. Ethico will process Client-submitted requests against SCWEB data. Following such comparison at the Ethico standard match level, Ethico will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. Review of potential matches at a match level beyond the Ethico standard match level (Advanced Match Level review), or other special services (including file management per file, service on a file without a unique identifier, or one-time advanced service level review) are available and require additional Fees. The documentation will include the date of the search, how many searches were conducted, and how many of the searches resulted in potential or confirmed matches. All potential or confirmed matches will be additionally identified on an Exclusion Results Certification. Ethico's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor.
  2. Essential: Ethico will perform additional rule-outs based on the initial results that are returned from the SCWEB search. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual based on the information provided.
  3. Professional: If a potential Positive match still cannot be ruled out by Ethico, Ethico will contact the sanctioning agency with the provided information to attempt to rule out an entity. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual due to a number of reasons outside of its control, including lack of information provided by Client or from the sanctioning agency. If a potential Positive match still cannot be ruled out after contacting the sanctioning agency, Ethico will send an affidavit via email which will allow the entity in question to attest to whether they are the sanctioned entity or not.
5. **Warranty and Remedy.**
- a. Ethico has agreed to provide Client with certain information received from United States, state or local government sources referenced under the Service Quote, which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, subsidiaries, affiliates, and/or vendors of Client. It is agreed and understood by Client, that Ethico warrants the accuracy of information contained within the SanctionCheck database to the extent that the information is a duplicate of the information obtained from various government-provided listings. Ethico, however, neither warrants, vouches for, nor authenticates the reliability of this information nor does Ethico guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from various government-provided listings for any purpose. Client agrees that, except for the specific duties of Ethico as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state, and federal laws pertaining to the investigation and protection of such information, as well as the protection of all rights of any person or persons accused of or potentially associated with any wrongdoing. In the event SCWEB fails to operate or perform the functions described in the documentation provided within SCWEB, Ethico will use commercially reasonable efforts to correct such failure. If Ethico, however, is



unable to correct any such failure, Ethico will refund the license and maintenance Fees paid by Client for SCWEB in the current Term in lieu of correcting the failure. Refunds of the license and maintenance Fees may be prorated based on the materiality of the failure of Client's overall use of SCWEB and the length of time such SCWEB was used by Client. Client shall be entitled to a full refund of the license and maintenance Fees only when SCWEB has so failed as to be of no value whatsoever to Client.

6. **ActionCheck Guarantee.** Ethico warrants that it maintains cyber security and errors and omissions insurance policies, each with coverage limits of no less than \$5,000,000. In the event Client incurs actual damages, including but not limited to fines, penalties, or other losses, as the direct result of relying on work performed by Ethico that was performed negligently or not in accordance with industry standards, Ethico shall reimburse Client for such actual damages up to the coverage limits of the aforementioned insurance policies. Provider's liability under this guarantee is limited to the amount of actual damages incurred by Client that are attributable to Ethico's failure to perform its work consistent with industry standards, not to exceed the insurance coverage limits stated herein. This guarantee shall be valid for the duration of contract term from the effective date of this agreement. To make a claim under this guarantee, Client must provide written notice to Provider within 30 days of incurring damages, along with documentation substantiating the damages incurred. Provider shall have 180 days following receipt of notice and documentation to investigate the claim and make any payment owed under this guarantee. The foregoing sets forth Provider's entire liability and Client's sole remedy under this "Action Check Guarantee."

**Social Security Death Index Search.** The Social Security Death Index ("SSDI" or "SSDM") is a large database containing vital information of more than 77 million people (primarily Americans) whose deaths have been reported to the U.S. Social Security Administration ("SSA"). For various reasons, not everyone who has been issued a Social Security number and is deceased will appear in this file. Upon the commencement of service, and additional dates as agreed, Client will submit a list of the people to be screened, in Ethico's provided CSV or Excel template, and loaded into Ethico's SanctionCheck platform ("SCWEB"). Lists not uploaded into SCWEB in the specified format will either be rejected for screening or will produce less than satisfactory results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via SCWEB. Client will designate an individual or individuals to act as the account manager in the development of reporting procedures between Ethico and Client and to serve as the recipient of all documented reporting from Ethico. Ethico will screen each person to confirm that the social security number they are using is not associated with a known deceased person for the SSDI database. The results will be delivered in SCWEB. Clients can view the results and print them via PDF or Excel.

1. **License Grant.**
  - a. Ethico hereby grants to Client, and Client hereby accepts, a non-exclusive, non-transferable license to search, retrieve, display, print and download information contained within SCWEB via the Internet.
  - b. It is expressly understood that no title to or ownership of SCWEB, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about SCWEB that is necessary for Client to conduct its daily business.
2. **Access to and Use of SCWEB.**
  - a. Ethico shall issue Client with usernames and passwords for Internet access to SCWEB. The number of usernames and passwords are defined under this Order



Form.

- b. Access to SCWEB shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance and reasonable downtime, when access will not be available. Ethico agrees, during the Term of this Agreement, SCWEB will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given year Client may be eligible to receive a Service Credit of 10% of 1/12th of Client's annual SCWEB fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual SCWEB fee.
  - c. Data transmission and computer link to SCWEB via the Internet shall be the exclusive responsibility of Client.
  - d. Client expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to SCWEB for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from SCWEB for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, SCWEB or (iv) assert any proprietary rights to any portion of SCWEB, or any information contained within SCWEB or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
  - e. Any additional licenses added during a term of this Agreement will be priced according to the Ethico standard price at the time of request, unless otherwise specified in writing, and will be recorded in writing (including via email to Ethico) by an authorized representative of Client.
  - f. Scheduled Downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client of periods of downtime at least three (3) days prior to the commencement of such downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.
3. **Warranty and Remedy.** Ethico has agreed to provide Client with certain information received from the United States government sources referenced under the Service Quote which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, entities and/or vendors of Client. It is agreed and understood by Client, that Ethico warrants the accuracy of information contained within the SSDI database to the extent that the information is a duplicate of the information obtained from various government-provided listings. Ethico, however, neither warrants, vouches for, nor authenticates the reliability of this information nor does Ethico guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from government-provided listings for any purpose. Client agrees that, except for the specific duties of Ethico as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state, and federal laws pertaining to the investigation and protection of such information.

**9. Service Tiers.** Client will receive the Service Tier and options itemized in the Service Quote:

**SanctionCheck - Basic.** Subscription to this Tier includes Client access to SCWEB for all Employee List and/or Vendor List files submitted for service and will include an appropriate and persistent unique identifier for each record across subsequent submissions of file updates. Files submitted without a



unique identifier or which require additional file management services by Ethico will incur service add-on surcharges at the Ethico standard price at the time of service. Ethico will process the Client-submitted requests against SCWEB data. Following such comparison at the Ethico standard match level, Ethico will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. Review of potential matches at a match level beyond the Ethico standard match level or other special services (including file management, correction of files without a unique identifier, or one-time advanced service level review) are available and require additional fees. The documentation will include the date of the search, how many searches were conducted, and how many of the searches resulted in potential or confirmed matches. All potential or confirmed matches will be additionally identified on an Exclusion Results Certification. Ethico's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor.

**SanctionCheck - Essential.** Subscription to this Tier includes all SanctionCheck Basic features plus the following: Ethico will perform additional rule-outs based on the initial results that are returned from the SCWEB search. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual based on the information provided.

**SanctionCheck - Professional.** Subscription to this Tier includes all SanctionCheck Basic and Essential features plus the following: If a potential Positive match still cannot be ruled out by Ethico, Ethico will contact the sanctioning agency with the provided information to attempt to rule out an entity. Ethico will report the final results to the Client. Ethico may not be able to confirm or rule out an individual due to a number of reasons outside of its control, including lack of information provided by Client or from the sanctioning agency. If a potential Positive match still cannot be ruled out after contacting the sanctioning agency, Ethico will send an affidavit via email which will allow the entity in question to attest to whether they are the sanctioned entity or not.

### **Single Sign-On (SSO).**

1. If Client uses Single Sign On to access the Services, this section applies. Ethico shall implement Single Sign-On ("SSO") between Client's software and Ethico's software platform, subject to the Parties' abilities to satisfy the security requirements of the other Party. Ethico shall cooperate with Client during all stages of implementing SSO, including any exploratory or information gathering stages. Ethico shall determine any project timeframes, including the final effective date; however, Client shall assist Ethico in determining reasonable timeframes by providing any information requested by Ethico. Both Parties shall support SSO through a number of federated identity standards including, but not limited to, SAML2.0 (Security Assertion Markup Language), OAuth (Open Authorization) and others as mutually agreed upon by both Parties. Both Parties shall maintain and support SSO in relation to the software or platforms that they control.
2. SSO IDs are used in lieu of username/password credentials for authentication and are only shared with the respective SSO provider as required for authentication. Client shall authenticate each of its representatives ("User") prior to gaining access to the Services using the agreed upon SSO protocol. At the time Client attempts to access Ethico's web application, Client will identify and authenticate its User through the SSO process by employing commercially reasonable security practices accepted in the industry. After Client has authenticated its User, it will securely transmit the User's credentials to Ethico. Upon receiving the transmission, Ethico will authorize Client to access its Services through Ethico's web application upon verification.





3. Should unauthorized access to Ethico's websites or other services occur through the negligent, willful or otherwise unlawful disclosure or use of SSO, Client shall indemnify Ethico against any losses, damage or hacking to Ethico's systems, Services, website, or business caused by such disclosure or use.
4. **User Provisioning.** If included in the Order Form, user provisioning capabilities will be a part of SSO. This will allow Clients to create licensed users with a set of predetermined permissions and settings. This will be based on the authentication group that they are assigned in Client's user directory. Client will need to send Ethico the group names and participants as a SAML attribute during the SSO implementation stage. This will ensure that the new users are successfully created with the correct permissions and settings granted.

## SERVICE QUOTE

Client shall be subscribed to the following Services as outlined in this Service Quote (Exhibit A - Order Form):

### SanctionCheck Service Level Options



#### SanctionCheck - Essential

##### DESCRIPTION ^

- Includes Initial Database Searches performed by a dedicated Ethico SanctionCheck Account Manager and includes the \$5M ActionCheck Guarantee.
- Included databases: Office of Inspector General (OIG), System for Award Management (SAM), US Treasury SDN & Blocked Persons (OFAC), US Treasury Non-SDN OFAC Sanctions (Included in Subscription Fee).
- The client is responsible for additional reviews, agency follow-ups, and attestations.
- Includes 5 requestors that will be able to submit the files to Ethico. The requestors will be given licenses with full web access included in the SanctionCheck Service option for you to be able to perform searches yourself right away. All additional licenses will be \$100 per license, per year.
- Includes 5 single search-only web user Licenses. All additional licenses will be \$25 per license, per year.
- Annual Utilization Level (AUL) is not to be exceeded. Additional names searched will be billed at 3 times the per-name cost, billable monthly unless the Agreement pricing is right-sized.
- Additional User Licenses can be purchased by written notice to Ethico by an authorized representative of the client at the list price in effect on the date of request.



Payment Terms: Net 30

Billing Terms: Annual / Advance

Contract Terms: 4 yr Renewal

Search / Submission Frequency: Monthly

Requestor Users 5

Single-search Users 5

SC Search Base Population: 315

SC Annual Utilization Limit: 3780

SC Additional Databases: OCSL-US Treasury OFAC  
Consolidated Sanctions, OIG-  
Office of Inspector General,  
SAM-System for Award  
Management, SDN-US  
Treasury OFAC Specially  
Designated Nationals, TXM-  
Texas Exclusions Database,  
TXV-Texas Debarred Vendor  
List

**Section Total: \$2,500.00**

**IN WITNESS WHEREOF**, the Parties' authorized representatives have executed this Agreement to be effective as of the Effective Date:

**Acknowledged and agreed:**

**CLIENT:**

**ETHICO:**

Authorized Signature:

Authorized Signature:

Printed Name:

Printed Name: Nick Gallo

Title:

Title: Co-CEO



Effective Date:

Effective Date: