



ADDENDUM

between
Jefferson County Board of Education
and
NAVEX

This Addendum is made to the Agreement between the Jefferson County Board of Education (Board) and NAVEX Global, Inc ("Contractor" or "NAVEX"), 5885 Meadows Road, Suite 500, Lake Oswego, Oregon 97035, executed as of the date of last signature, and now amended by mutual agreement by the parties as follows:

1) FERPA Compliance.

- a) For purposes of carrying out this Agreement, Contractor will perform an institutional service or function for which the Board would otherwise use employees, and is hereby designated by Board as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, (FERPA) (34 CFR Part 99.3)
 - i) Contractor understands and agrees to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) in that the storage and use of student education records by Contractor will comply with all FERPA requirements that apply to NAVEX and/or the Services.
 - ii) Contractor understands and agrees that that it remains under direct control of Board with respect to the use and maintenance of the education records. Contractor understands that the use of educational records is limited in scope and purpose. To access education records there must be a legitimate educational interest and must be essential to complete a function or task under this agreement, which the Parties acknowledge and agree shall include provision and support of the Services.
 - iii) Contractor understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever except as may be required by Applicable Law.
 - iv) Any failure to comply with applicable FERPA requirements by Contractor or any of its employees of which Contractor becomes aware will be promptly notified to Board by Contractor.

All other terms and conditions of the parties' Agreement remain unchanged and in effect. This Addendum and any/all preceding amendments to the Agreement are hereby incorporated by reference into the original Agreement executed as of the date of last signature, as if fully rewritten therein.

The parties signing below are duly authorized officers of their respective entities.

NAVEX Global, Inc.

Jessica Wilburn
Jessica Wilburn (Oct 14, 2023 12:07:10 PM)

Jessica Wilburn

10/14/2025

Printed Name, Title, Date
AGC, Privacy & DPO

Jefferson County Board of Education

Brian Yearwood, Ed.D., Date



MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of the date of last signature (the “Effective Date”) by and between **NAVEX Global, Inc.**, a Delaware corporation, having its principal place of business located at 5885 Meadows Road, Suite 500, Lake Oswego, Oregon 97035 (“NAVEX”), and **Jefferson County Public Schools**, a Kentucky having its principal place of business at 3332 Newburg Rd Louisville, KY 40218 (“Customer”). In consideration of the mutual covenants and conditions contained in this MSA and intending to be legally bound, the parties agree as follows:

1.0 Purpose and Scope.

1.1. Master Services Agreement. This MSA establishes the general terms and conditions with respect to NAVEX’s provision of Services to Customer. “Service” or “Services” means, collectively: (i) NAVEX’s proprietary software-as-a-service offering that NAVEX makes available to Customer online via a Uniform Resource Locator (URL) including all related patches, updates, and upgrades (“SaaS Offering”); and (ii) any other services provided to Customer by NAVEX. This MSA and all Order Forms and other documents executed by the parties or incorporated into the MSA by reference are, collectively, the “Agreement.”

1.2. Order Forms and Change Orders. The Services to be provided, and any Service-specific terms and conditions, will be set forth in a separate document or documents, as applicable, executed by both parties and governed by this MSA (“Order Form”). Certain Services which are not recurring and for which only one-time fees apply may be added pursuant to a simplified ordering document that only requires a signature on behalf of Customer (“Change Order”). As used herein “Order Form” includes “Change Order.” Customer’s execution of an Order Form constitutes a binding commitment to purchase the Services specified in such Order Form.

1.3. Affiliates. “Affiliate” means an entity controlling, controlled by, or under common control with a party to this MSA. Customer may authorize its Affiliates’ use of the Services provided that (i) the combined use of the Services by Customer and its Affiliates shall not exceed the applicable Subscription Metrics (as defined in Section 2.1); (ii) Customer shall ensure that any such Affiliate’s use of the Services will be in accordance with the applicable terms and obligations of the Agreement; and (iii) Customer shall be responsible for all use of the Services by any such Affiliate.

1.4. Order of Precedence. To the extent any terms and conditions of this MSA conflict with the terms and conditions of an Order Form, the terms and conditions of this MSA shall control, unless an Order Form executed by the parties expressly states that conflicting terms in the Order Form shall prevail.

1.5. Applicable Law. “Applicable Law” means any law, rule, or regulation applicable to a party.

2.0 Services.

2.1. Grant of Use. During the applicable Services Term (as defined in Section 6.2), and subject to Customer’s compliance with the Agreement, NAVEX grants Customer a limited, non-exclusive, non-transferable (except as otherwise provided under the Agreement), worldwide (subject to the restrictions of Section 12.7) right to access and use the Services identified in the applicable Order Form in accordance with the Agreement. Customer’s use is restricted to the limitations on usage of the Services as designated and/or defined in the applicable Order Form (“Subscription Metrics”).

2.2. Subscription Metrics. Subscription Metrics are designated by a term such as the number of “licenses,” “employees,” “reports,” and the like. At all times during the Services Term, Customer shall be responsible for ensuring sufficient Subscription Metrics to accommodate one hundred percent (100%) of its usage of the Services. If Customer’s usage of the Services exceeds the contracted Subscription Metrics, Customer must promptly purchase additional Subscription Metrics to cover such additional usage by executing an Order Form increasing the Subscription Metrics. If Customer does not promptly execute an Order Form for the additional Subscription Metrics, NAVEX may increase the annual fee(s) for the applicable Services at the then-prevailing prices to account for the level of usage above Customer’s contracted Subscription Metrics.

2.3. Online Access; Hosting Infrastructure. NAVEX will provide Customer online access to and use of the SaaS Offering in accordance with the applicable Order Form and the user instructions, release notes, manuals, and online help files that describe the operation of the Services in the form generally made available to NAVEX customers, as may be updated from time to time (collectively, the “Technical Documentation”). Customer will access the SaaS Offering by use of a supported Customer-provided browser. NAVEX is responsible for the hosting and management of the SaaS Offering, including obtaining and maintaining all computer hardware, software, communications systems, network, and other infrastructure necessary to permit Customer to access and use the SaaS Offering (“Hosting Infrastructure”), either directly or through its designated third-party supplier or data center. NAVEX will manage and install within the Hosting Infrastructure all updates and upgrades that NAVEX makes generally available to its customers. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment and technology needed to access the SaaS Offering, including, without limitation, internet access and adequate bandwidth.

2.4. Acceptable Use. Customer shall use the Services exclusively for authorized and legal purposes and consistently with Applicable Law.

2.5. Administrative Users; Password Management. NAVEX will be responsible for ensuring the security and confidentiality of account names and passwords residing within its systems and while being received and processed by the SaaS Offering for the purpose of permitting access thereto. Customer is responsible for instructing any individual who Customer authorizes to use the administrative features of the Services (each such individual, an “Admin User”) to keep their respective account names and passwords strictly confidential. Customer agrees to promptly notify NAVEX if account names or passwords are lost, stolen, or otherwise compromised. Customer shall be responsible for use of the Services by its

Admin Users and shall ensure that any such Admin User's use of the Services will be in accordance with the applicable terms and obligations of the Agreement. Customer must promptly take all necessary steps, including providing Notice to NAVEX, to terminate an access identification for an Admin User if there is a compromise in the security of that access identification or if unauthorized use of such access identification is suspected or has occurred.

2.6. Support. During the applicable Services Term, NAVEX will provide a commercially reasonable level of support for the Services, including, but not limited to, the self-help support resources NAVEX makes generally available to its customers as well as support with regard to Errors (as defined in Section 7.2).

2.7. Integrations. During the applicable Services Term, NAVEX will review Customer requests for assistance implementing interactions between the SaaS Offering and application programming interfaces, applications, services, products, or software provided by a third party ("**Integrations**"). Prior to requesting assistance with an Integration, Customer shall coordinate with the third party to obtain any applicable authorizations that may be required by such third party for the Integration. NAVEX is not obligated to accept a request for assistance implementing an Integration, however NAVEX agrees to review all such requests in good faith and NAVEX shall not unreasonably withhold such assistance. If NAVEX agrees to assist with the implementation of an Integration: (i) NAVEX will make commercially reasonable efforts to ensure the successful implementation of the Integration; (ii) additional fees may apply for such assistance; and (iii) NAVEX accepts no liability for errors with the Integration or for the unauthorized use, access, or processing of any Customer Data (as defined in Section 3.1) that occurs as a result of an Integration, except to the extent that such errors or access is a direct result of NAVEX's breach of its obligations under the Agreement.

3.0 Proprietary Rights.

3.1. 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 the Agreement. Any data collected, received, or processed by NAVEX through Customer's use of the Services, including Personal Data (as defined in Section 4.5) but excluding Service Improvement Data (as defined in Section 3.5) (collectively, "**Customer Data**"), will remain the exclusive property of Customer. NAVEX shall own and retain all right, title, and interest, including copyrights, trademarks, and patent rights in any and all Services provided under the Agreement and any and all derivative works thereof. 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. All rights not expressly granted are reserved exclusively by the respective owner; there are no implied rights.

3.2. Use of Customer-Provided IP in Providing the Services. To the extent Customer provides any of Customer's intellectual property to NAVEX with the direction to use such Customer-provided intellectual property in the course of providing the Services ("**Customer-Provided IP**"), Customer grants NAVEX, for the applicable Services Term and for the sole and limited purpose of delivering the Services to Customer, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, display, distribute, create derivative works thereof for the sole purpose of formatting, and otherwise use the Customer-Provided IP in the course of delivering the Services to Customer per the terms of the Agreement. NAVEX agrees that any use of Customer-Provided IP will inure solely to the benefit of Customer and NAVEX will not at any time acquire any rights in any Customer-Provided IP. NAVEX shall not take any action that jeopardizes any of Customer's rights in any Customer-Provided IP. NAVEX may not obscure, alter, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any Customer-Provided IP.

3.3. Restrictions. Customer shall not: (i) sell, resell, distribute, lease, rent, license, or sublicense the Services or any portion thereof, including, without limitation, to provide processing services to third parties, or otherwise use the Services on a service bureau basis; (ii) reverse engineer or otherwise attempt to discover the source code of, or trade secrets embodied in, the Services or any portion thereof; (iii) write or develop any derivative works based upon the Services; (iv) modify, adapt, tamper with, or otherwise make any changes to the Services or any part thereof; (v) breach or attempt to breach the security of the Services, the Hosting Infrastructure, or of any third party that is hosting or interfacing with any part of the Services; (vi) use or distribute through the Services any software, files, or other tools or devices designed to interfere with or compromise the privacy, security, or use of the Services or the operations or assets of any other customer of NAVEX or any third party; (vii) use the Services in a manner not authorized under the Technical Documentation or the Agreement; or (viii) take, or direct or authorize any third party to take, any action intended to or that has the effect of disrupting, impairing, disabling or interrupting the Services or NAVEX's or its subcontractors' ability to provide the Services.

3.4. Data Aggregation. Customer authorizes NAVEX, as part of the Services, to access and compile certain Customer Data (excluding Personal Data), for the purpose of analysis and reporting on the effectiveness and trends in corporate ethics and compliance programs. The Customer Data that NAVEX accesses and compiles shall be aggregated with other similar data across all NAVEX customers according to industry, company size, country, geographic region, or other relevant classification and shall not be used in any manner that would directly or indirectly identify Customer.

3.5. Service Improvement Data. Customer understands that NAVEX employs certain third-party software within its Services to enable NAVEX to better understand Admin User behavior and provide Admin Users with improved functionality and other relevant enhancements to the software application(s). The data gathered from such use ("**Service Improvement Data**") shall not contain Personal Data, but may include information such as browser type, pages visited, features used, and operating system version. Service Improvement Data shall exclusively be used internally by NAVEX in its efforts to continuously improve the Services.

4.0 Information Security and Data Privacy.

4.1. General Security Obligation. NAVEX will implement and maintain commercially reasonable and appropriate measures designed to secure Customer Data against accidental, unauthorized, or unlawful loss, access, or disclosure.

4.2. Additional Agreements. Customer may supplement the privacy and/or information security provisions of this MSA by executing the Data Processing Addendum and/or the Data Security Addendum available here: <https://www.navex.com/en-us/resources/executing-a-data-processing->

addendum-and-data-security-addendum-with-navex/. The parties further agree that they will work together in good faith to enter into any additional agreements that may be legally required by either party to ensure compliance with Applicable Law, particularly with regard to applicable data privacy laws.

4.3. Annual Security Reviews. On an annual basis, NAVEX will engage a recognized, independent third party to conduct a Statement on Standards for Attestation Engagements No. 18, Service Organization Control 2, Type 2 (“SSAE 18 SOC 2 Type 2”) audit (or its equivalent or successor) of its information security program and its administrative, technical, and physical safeguards used to deliver the Services. At least annually, NAVEX will have an application and infrastructure PEN test performed by a reputable third-party on all web applications and infrastructure. NAVEX will assess criticality and remediate, or implement compensating controls for, any issues identified by NAVEX as requiring remediation in a timely manner based on level of criticality and risk. NAVEX will provide Customer an executive summary of the results of such assessments upon request.

4.4. Audit Package. To facilitate risk-based assessments by Customer of NAVEX’s information security program, upon Customer’s request, NAVEX will provide the following: (i) NAVEX’s completed Standardized Information Gathering Questionnaire; (ii) NAVEX’s annual independent SSAE 18 SOC 2 Type II report (or its equivalent or successor); (iii) NAVEX’s annual third-party PEN tests; and (iv) any specific policies requested by Customer that NAVEX generally makes available to its customers.

4.5. Definition of Personal Data. “Personal Data” means any information relating to an identified or identifiable natural person as further defined under Applicable Law, which may include a term similar to Personal Data, but which shall have the same general meaning (for example “personal information”) where such data is submitted to the Services as Customer Data.

4.6. Processing of Personal Data. Customer acknowledges and agrees that NAVEX will collect, process, use, and/or store certain Personal Data in delivering the Services. Each party agrees to comply with its respective obligations under Applicable Law in relation to its processing of Personal Data. NAVEX (i) has established and shall maintain appropriate technological security measures to protect against unauthorized access to any Personal Data that is stored within the Hosting Infrastructure; (ii) shall not utilize Personal Data for any purpose other than to provide Services; (iii) shall not disclose any Personal Data to any person not authorized by Customer, except as necessary to comply with Applicable Law; (iv) will act solely on the instructions of Customer in respect of all Personal Data, unless otherwise prohibited by Applicable Law; and (v) will promptly inform Customer of any confirmed Customer Data Incident regarding disclosure of Personal Data, complaint concerning disclosure, or other unauthorized use of Personal Data. “Customer Data Incident” means any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Customer Data, including Personal Data, while processed by NAVEX or its Sub-processors of which NAVEX becomes aware. All NAVEX subcontractors with access to Personal Data (“Sub-processors”) will be contractually required to comply with Applicable Law and will be bound to strict obligations of confidentiality, privacy, and security. Customer expressly consents to NAVEX engaging Sub-processors as disclosed in an applicable Order Form. NAVEX shall be responsible for all acts and omissions by such Sub-Processors. Where Customer instructs NAVEX to engage with any third parties on behalf of Customer (for example, to implement an Integration), NAVEX shall have no liability or responsibility for the transfer of Personal Data to any such third party, except to the extent that such liability arises as a direct result of NAVEX’s breach of its obligations under the Agreement.

5.0 Fees and Payment.

5.1. Fees. Fees are set forth in the applicable Order Form and are based on the applicable Subscription Metrics. Except as otherwise specified herein, fees are not refundable or cancellable. Except as otherwise agreed to in writing by the parties, NAVEX shall send all invoices and fee increase notices via email to the Customer email address indicated in the applicable Order Form.

5.2. Payment. Invoices shall be issued in accordance with the terms of the applicable Order Form. Unless otherwise agreed to in writing by the parties, Customer will pay all undisputed fees due within thirty (30) calendar days following the invoice date. Except as otherwise expressly specified in the applicable Order Form, Customer shall send such payment to the address included on the invoice, and such payments shall be made in the currency specified in the applicable Order Form. Interest accrues on past due balances not under good faith dispute by Customer until paid at the lesser of (i) one and one-half percent (1.5%) per month; and (ii) the highest rate allowed by law. Customer shall reimburse NAVEX for reasonable expenses incurred, including interest, court costs, and reasonable attorneys’ fees, in collecting amounts due to NAVEX hereunder that are not under good faith dispute by Customer.

5.3. Taxes. NAVEX is solely responsible for taxes based upon NAVEX’s net income, assets, payroll, property, and employees. Unless otherwise specified in the applicable Order Form, all fees for the Services exclude any direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes (“Customer Taxes”). Customer is responsible for paying all Customer Taxes associated with Customer’s purchases hereunder directly to the taxing authority. As an exception to the foregoing, and unless Customer provides NAVEX with a valid tax exemption certificate authorized by the appropriate taxing authority, if NAVEX has the legal obligation to pay or collect Customer Taxes for which Customer is responsible under the Agreement, the appropriate amount shall be invoiced to and paid by Customer to NAVEX.

6.0 Term and Termination.

6.1. MSA Term. This MSA shall be effective as of the Effective Date and remain in effect until terminated as set forth herein (“MSA Term”).

6.2. Services Term. The initial term for each Service purchased, and any renewal provisions applicable to such Services, will be as set forth in the applicable Order Form (“Services Term”).

6.3. Suspension of Services for Non-Payment. If any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due, NAVEX will have the right, in addition to all other rights and remedies available to it, to suspend delivery of, or access to, the Services upon the expiration of ten (10) calendar days’ Notice.

6.4. **Disputed Fees.** Customer shall set forth in writing and in reasonable detail any amount(s) disputed in good faith and the basis or reason for the dispute. Upon receipt of a Notice of dispute, the parties will make reasonable, diligent, good faith efforts to quickly resolve the dispute, and NAVEX shall provide such information as Customer reasonably requests in order to audit or confirm the charges. Neither party shall be required to pay or refund, as applicable, any amounts disputed in good faith until such dispute is fully resolved. Once the dispute is fully resolved, the agreed-upon amounts shall be paid or refunded, as applicable, within ten (10) calendar days following such resolution.

6.5. **Termination.** The Agreement may be terminated (i) by either party if the other party materially breaches the Agreement and does not cure the breach within thirty (30) calendar days after receiving Notice thereof from the non-breaching party; (ii) as set forth in Section 7.5 (Infringement Remedies); (iii) as set forth in Section 12.7 (Compliance with Law); (iv) by a party if the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors; (v) by either party at any time that no Order Form is outstanding; or (vi) by NAVEX upon the expiration of ten (10) calendar days' Notice if any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due.

6.6. **Partial Termination.** Where a party has the right to terminate the Agreement pursuant to Section 6.5 (Termination), such party may, at its discretion, either terminate the entire Agreement or instead choose to only terminate an individual Order Form. Order Forms that are not terminated shall continue in full force and effect under the terms of this MSA.

6.7. **Effects of Termination or Partial Termination.** Upon any termination, without prejudice to any other rights or remedies that the parties may have, all rights licensed and obligations required hereunder shall immediately cease, except as otherwise provided. NAVEX shall provide Customer a pro-rata refund of pre-paid fees for undelivered Services in the event the Agreement or an Order Form is terminated: (i) by Customer pursuant to Section 6.5(i) in connection with an uncured material breach; (ii) by NAVEX pursuant to Section 6.5(ii) in connection with an infringement claim; or (iii) by Customer pursuant to Section 6.5(iv) in connection with NAVEX's insolvency. Each party may retain, subject to the protections and restrictions set out in this MSA, copies of Confidential Information required for compliance with Applicable law or internal record keeping requirements. Unless otherwise documented by the parties, all Customer Data within the Hosting Infrastructure shall be deleted within forty-five (45) calendar days of expiration or termination of the applicable Order Form. Customer Data stored in backups shall be overwritten in accordance with NAVEX's backup and retention cycle. If NAVEX terminates the Agreement or an Order Form pursuant to Section 6.5(vi) in connection with Customer's failure to pay undisputed, past due fees, Customer agrees that it shall remain responsible for all outstanding fees payable to NAVEX for the Services Term and NAVEX may declare all such fees immediately due and payable. Customer acknowledges that such amounts are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.

7.0 Warranties and Disclaimers.

7.1. **NAVEX Warranties.** NAVEX warrants that: (i) the Services, when used in accordance with the current Technical Documentation, will perform in all material respects as specified in such Technical Documentation; (ii) all Services will be performed in a professional manner, in accordance with industry standards; (iii) NAVEX will comply with all laws to which it is subject in the course of performing its obligations under the Agreement; (iv) NAVEX will not design its systems to include, and will use industry standard measures to prevent the transmission of, any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines," or other similar computer software routines; and (v) to the best of its knowledge: (a) the Services do not infringe or otherwise violate any intellectual property right of any third party; and (b) no claim, action, or suit for the misappropriation or infringement of any intellectual property rights has been brought or is pending or threatened against NAVEX.

7.2. **Breach of Services Warranty Remedies.** In the event of any breach of Section 7.1(i), NAVEX shall diligently endeavor to remedy any material failures of a Service to conform to its functional specifications as described in the Technical Documentation that Customer reports to NAVEX and that NAVEX is able to replicate ("Errors"). NAVEX shall not be obligated to correct Errors resulting from any (i) components or content not provided by NAVEX or its licensors; (ii) unauthorized use or use of the Services other than in accordance with the Technical Documentation and the Agreement; or (iii) viruses, malicious software, or other disruptive programs or applications that Customer introduces into the Services or which are introduced into the Services as a result of Customer's use of the Services.

7.3. **Customer Warranties.** Customer represents and warrants that: (i) Customer's use of the Services and provision of Customer Data will comply with Applicable Law; and (ii) Customer-Provided IP will not infringe the intellectual property or other proprietary rights of any third party.

7.4. **Mutual Warranties.** Each party represents and warrants that: (i) the execution, delivery, and performance of this MSA has been and shall be duly authorized by the executing party; (ii) the executing party's performance of its obligations will not conflict with, result in a breach of, or constitute a default under any other agreement to which that party is bound; and (iii) the executing party is in material compliance with all Applicable Laws with regard to its obligations under the Agreement.

7.5. **Infringement Remedies.** If the Services infringe, or if NAVEX believes that the Services infringe, on the intellectual property or other proprietary rights of any third party, NAVEX may, in its sole discretion, (i) modify the Services to be non-infringing, (ii) obtain for Customer a license to continue using the affected Services; or (iii) if neither (i) or (ii) are practical in NAVEX's reasonable judgment, terminate the affected Services and return to Customer the unused portion of any fees paid for the affected Services. Subject to NAVEX satisfying its express indemnification obligations under this MSA, NAVEX's satisfactory performance of any one or all of the remedies set forth in the preceding sentence shall be Customer's sole and exclusive remedy for NAVEX's breach of the infringement warranty or for any damages incurred from early termination of the applicable Order Form due to a third-party infringement claim.

7.6. **Disclaimer of Warranties.** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN AND THOSE EXPRESSLY SET FORTH IN AN ORDER FORM, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND NAVEX DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, DELIVERABLES, MARKS, OR NAVEX'S PERFORMANCE UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY,

FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. NAVEX EXPRESSLY DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL SATISFY THE SPECIFIC REQUIREMENTS OF ANY INTERNATIONAL, NATIONAL, FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES APPLICABLE TO CUSTOMER.

7.7. Additional Disclaimers and Agreements.

- (i) LEGAL SERVICES. NAVEX IS NOT ENGAGED IN THE PRACTICE OF LAW. IN THE PROVISION OF SERVICES, CERTAIN ISSUES MAY ARISE THAT ARE QUASI-LEGAL IN NATURE. ANY STATEMENTS OR ASSISTANCE NAVEX PROVIDES IN THESE MATTERS SHOULD BE INTERPRETED AS OPINIONS OR ADVICE CONCERNING BUSINESS ISSUES TO BE CONSIDERED IN CONNECTION WITH THE SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS NOT RELYING UPON NAVEX TO PROVIDE LEGAL SERVICES.
- (ii) USE. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS FULLY RESPONSIBLE FOR ITS USE OF THE SERVICES. NAVEX EXPRESSLY DISCLAIMS ANY LIABILITY AS A RESULT OF CUSTOMER'S USE OF THE SERVICES OR CUSTOMER'S ACTIONS OR INACTIONS WITH RESPECT TO ANY INFORMATION DERIVED THEREFROM, EXCEPT WHERE SUCH LIABILITY FIRST AROSE AS A DIRECT RESULT OF NAVEX'S (a) BREACH OF THE AGREEMENT; OR (b) NEGLIGENT ACT OR OMISSION IN DELIVERING THE SERVICES. NAVEX WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY FINES ASSESSED AGAINST CUSTOMER BY ANY REGULATORY AUTHORITY FOR CUSTOMER'S FAILURE TO COMPLY WITH STATUTORY OR REGULATORY REQUIREMENTS OF ANY KIND.

8.0 **Indemnification.**

8.1. Definition of Losses. As used herein, "**Losses**" means any costs and expenses (including reasonable attorneys' fees and disbursements), liability, and costs from suits, actions, or proceedings threatened, made, or brought by any third party in connection with any and all allegations, claims, or demands.

8.2. Indemnification Protection for Customer. NAVEX will indemnify and defend Customer and its officers, directors, employees, and agents against Losses to the extent such Losses relate to or arise from (i) Customer Data Incidents; or (ii) a claim that the Services infringe or misappropriate any third-party intellectual property rights. NAVEX's obligations under Section 8.2(ii) do not apply (a) to the extent that the allegedly infringing Service(s), portions or components thereof, or modifications thereto result from any change made by Customer or any third party for Customer; (b) if the infringement claim could have been avoided by using an unaltered current version of the Services that NAVEX provided; or (c) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NAVEX, or any material from a third-party portal or other external source that is accessible to Customer within or from the Services (e.g., a third-party web page accessed via a hyperlink) or a third-party product.

8.3. Indemnification Protection for NAVEX. To the extent permitted by Applicable Law, Customer will indemnify and defend NAVEX and its officers, directors, employees, and agents against any and all Losses to the extent such Losses relate to or arise from: (i) a claim that Customer-Provided IP infringes or misappropriates any third-party intellectual property rights; or (ii) any Customer Taxes for which Customer is liable. Customer's obligations under Section 8.3(i) do not apply (a) to the extent that the allegedly infringing Customer-Provided IP, portions or components thereof, or modifications thereto result from any change made by NAVEX or any third party on behalf of NAVEX; or (b) if the infringement claim could have been avoided by using an unaltered current version of the Customer-Provided IP that Customer provided.

8.4. Indemnification Procedures. The party from whom indemnification is being sought pursuant to this Section 8.0 ("**Indemnifying Party**") shall indemnify the party seeking indemnification under this Section 8.0 ("**Indemnified Party**") only on the following conditions: (i) the Indemnified Party has a valid claim for indemnification pursuant to this Section 8.0; (ii) the Indemnified Party promptly provides the Indemnifying Party with Notice of any Losses; and (iii) the Indemnified Party promptly tenders control of the defense and settlement of any such Losses to the Indemnifying Party (at the Indemnifying Party's expense and with the Indemnifying Party's choice of counsel); with the exception that failure to give such Notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party shall cooperate fully with the Indemnifying Party at the Indemnifying Party's request and expense in defending or settling such claim, including, without limitation, providing any information or materials necessary for the Indemnifying Party to perform the foregoing. The Indemnifying Party will not enter into any settlement or compromise of any such claim without the Indemnified Party's prior written consent if the settlement would require admission of fault or payment by the Indemnified Party.

9.0 **Confidential Information.**

9.1. Definition of Confidential Information. "**Confidential Information**" means any information disclosed at any time by either party, its Affiliates, 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 inspection of tangible objects that pertain to such party's business, including, without limitation, information concerning technology, marketing, planned functionality, market strategies, finances, employees, planning, product roadmaps, service or product purchases, performance agreements and documentation, performance results, pricing, and other confidential or proprietary information, including information a reasonable person would understand to be confidential or proprietary. Confidential Information of either party will not, however, include any information that: (i) was publicly known and that the disclosing party made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and that the disclosing party made generally available after disclosure to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party without a breach of any third party's obligations of confidentiality at the time of disclosure by the disclosing party, the burden of proof of prior possession being on the party asserting such prior possession; (iv) the receiving party obtains from a third party without a breach of such third party's confidentiality obligations; or (v) the receiving party independently develops without use of or reference to the disclosing party's Confidential Information, the burden of proof of independent development being on the party asserting such independent development.

9.2. **Disclosure of Confidential Information.** Each party shall (i) hold all Confidential Information of the other party in confidence and use it only as permitted in connection with the Services provided under the Agreement; (ii) use the same care to prevent unauthorized disclosure of the disclosing party's Confidential Information as the receiving party uses with respect to its own Confidential Information of a similar nature, which shall not, in any case, be less than the care a reasonable business person would use under similar circumstances; (iii) disclose only the Confidential Information required to comply with a court order or Applicable Law in conjunction with fulfilling obligations under Section 9.4; and (iv) only disclose the Confidential Information to its Representatives who have a need to know such information in order to perform their job, have been informed of its confidential nature, and have agreed to and are bound by no less restrictive confidentiality obligations than those in this MSA. Each party shall be liable for their respective Representatives' breach of this MSA. Confidential Information shall not be disclosed to third parties without the other party's prior written consent unless required by Applicable Law.

9.3. **Injunctive Relief.** Each party acknowledges that a party's actual or threatened breach of its confidentiality obligations herein would likely cause irreparable harm to the non-breaching party that could not be fully remedied by monetary damages. Each party, therefore, agrees that the non-breaching party may seek such injunctive relief or other equitable relief as may be necessary or appropriate to prevent such actual or threatened breach without the necessity of proving actual damages. Each party waives the requirement to post a bond in the event of such actual or threatened breach.

9.4. **Legal Process.** If either party receives notice of a subpoena, request for production of documents, court order, or requirement of a governmental agency to disclose any information or respond to an official inquiry, the recipient thereof shall, if permitted by law, give prompt Notice to the other party so the other party may move for a protective order or other relief. Each party agrees to cooperate with the other party to respond to any notice or inquiry from a third party related to the Agreement.

10.0 Liability Exclusions and Limitations.

10.1. **Liability Limitations, Generally.** THE FOLLOWING LIMITATIONS SET OUT IN THIS SECTION 10.1 SHALL NOT APPLY TO (i) LOSSES ARISING OUT OF CUSTOMER DATA INCIDENTS; (ii) BREACHES OF CONFIDENTIALITY OBLIGATIONS; (iii) VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (iv) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (v) PAYMENT OF FEES:

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THE AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, 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.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE AGGREGATE CONTRACT VALUE FOR THE ONE- (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

10.2. **Liability Limitations, Customer Data Incidents.** NAVEX'S CUMULATIVE LIABILITY UNDER THE AGREEMENT IN CONNECTION WITH ANY LOSSES ARISING OUT OF CUSTOMER DATA INCIDENTS, INCLUDING LIABILITY PURSUANT TO SECTION 8.2(i), SHALL BE LIMITED TO FIVE (5) TIMES THE FEES PAID DURING THE ONE- (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

10.3. **Time Limit for Bringing Action.** No claim or action, regardless of form, arising out of the Agreement, other than a claim or action relating to a breach of confidentiality or infringement, may be brought by either party more than two (2) years after the cause of action has arisen.

11.0 **Governing Law.** Any dispute between the parties related to the Agreement will be governed by the substantive and procedural rules of Delaware, without regard to conflict of law principles. The parties agree to submit to the exclusive jurisdiction of and venue in the state and federal courts of Multnomah County, Oregon, and each party waives any claims it may have for *forum non conveniens*. The parties agree that the Uniform Computer Information Transactions Act shall not apply to the Agreement.

12.0 General Provisions.

12.1. **Publicity.** Customer may use NAVEX's name in internal or regulatory communications pertaining to Customer's use of NAVEX's Services. NAVEX may not use Customer's name, trademarks, or logos for marketing purposes, except as specifically authorized by Customer in writing and in advance of any such use.

12.2. **Insurance.** NAVEX shall, at its own cost and expense, acquire and continuously maintain during the MSA Term and any applicable Services Term the insurance coverages detailed at the following website: <https://www.navex.com/en-us/insurance/>. NAVEX shall provide Customer with a certificate of insurance evidencing these coverages upon Customer's request. For avoidance of doubt, the coverages detailed at the foregoing website in effect at the time of execution of this MSA represent the minimum coverages that NAVEX must maintain during the MSA Term and any applicable Services Term. NAVEX may, from time to time, update the foregoing website to provide for increased coverages, however NAVEX may not update the website to reduce or remove any coverages in effect as of the execution of this MSA.

12.3. **Third-Party Beneficiaries.** Unless otherwise prohibited by Applicable Law, nothing in the Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy; rather, the Agreement is intended to be for the sole and exclusive benefit of the parties.

12.4. **Assignment.** The terms of the Agreement shall be binding on the parties and their respective successors. Neither party may assign, transfer, or delegate its rights or obligations under the Agreement without the other party's prior written consent, except (i) to an Affiliate; or (ii) pursuant

to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void.

12.5. Notice. "Notice" means written notification to a party that shall be sent via email only, unless otherwise agreed in writing by the parties. Any Notice to NAVEX shall be sent to: legalnotice@navex.com. Any Notice to Customer shall be sent to the email address indicated in the most recent Order Form, provided that Customer may update its email address for notice purposes at any time by notifying NAVEX of such change in accordance with the terms of this section.

12.6. No Agency. The Agreement shall not be construed to create a joint venture or partnership between the parties. 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.

12.7. Compliance with Law.

- (i) Each party shall be responsible for compliance with Applicable Law related to the performance of its obligations under the Agreement.
- (ii) Each party confirms that it is not, nor is it directly or indirectly owned or controlled by, or affiliated with, a restricted party under U.S. sanctions laws or other sanctions laws applicable to a party.
- (iii) NAVEX's Services are subject to U.S. sanctions laws and Customer's use of the Services must comply with all applicable requirements and restrictions under U.S. sanctions laws. Customer agrees not use the Services for the benefit of, or otherwise transfer or provide access to the Services to: (a) a restricted party under U.S. sanctions laws; or (b) individuals or entities located in a country subject to comprehensive U.S. sanctions.
- (iv) Customer's use of the Services will comply with all applicable export controls regulations and requirements, including, without limitation, those promulgated by U.S. Departments of State, Commerce, Homeland Security, Treasury, and Defense.
- (v) Customer shall not use the Services to collect, process, store, transfer, or convey any (a) "technical data," as that term is defined in the International Traffic in Arms Regulations, 22 C.F.R. § 120.10; or (b) "covered defense information" or "controlled technical information" as those terms are defined in DFAR 252.204-7012
- (vi) Any breach of this Section 12.7 is a material breach of the Agreement for which no cure period shall apply.

12.8. Force Majeure. Neither party shall be liable for failure to perform, or the delay in performance of, any of its obligations under the Agreement if and to the extent that such failure or delay is caused by events beyond its reasonable control, including, without limitation, pandemic, acts of the public enemy or a governmental body in its sovereign or contractual capacity, war, fire, flood, unusually severe weather, outside electrical failure, the limitations or failures of third-party internet service providers and/or telecommunication providers, or acts of terrorism, including cyberattacks. If so affected, the affected party shall use commercially reasonable efforts to avoid or remove such causes of non-performance or delay and shall continue performance hereunder with reasonable dispatch whenever such causes are removed or otherwise resolved. Where NAVEX cannot substantially perform Services for a period of thirty (30) calendar days due to a force majeure event, Customer may terminate the affected Service and NAVEX shall return to Customer the unused portion of any fees paid for the affected Service.

12.9. Waiver. No waiver or delay in enforcement of a breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and a waiver shall not be effective unless made in writing and signed by an authorized representative of the waiving party.

12.10. Survival. The terms and conditions of the Agreement that by their nature require performance by either party after the termination of the Agreement, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, governing law, fees, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of the Agreement shall be and remain enforceable after such termination of the Agreement for any reason whatsoever.

12.11. Severability. If any provision of the Agreement conflicts with Applicable Law or if any provision is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement shall remain in full force and effect.

12.12. Entire Agreement. The Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements, proposals, responses to requests for proposals, representations, and warranties, written or oral, concerning the subject matter of the Agreement, including any prior non-disclosure or confidentiality agreement(s), which shall be replaced by those terms and conditions set forth herein. The parties hereto, in executing the Agreement, do not rely on any inducements, promises or representations other than such as are expressly contained in the Agreement. The Agreement may only be modified or amended in a writing signed by a duly authorized representative of each party; any other act, usage, or custom shall not be deemed to amend or modify the Agreement.

12.13. Section Headings. The section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this MSA.

12.14. Counterparts. The parties may execute this MSA and any Order Form in counterparts. An exchange of scanned and emailed executed copies or electronic signatures is acceptable. In the event of such an exchange, this MSA and any Order Form shall become binding, and any scanned and emailed signed copies or electronic signatures shall constitute admissible evidence of the existence of this MSA or Order Form, as applicable.

Each of the signatories to this MSA represent they are duly authorized representatives of their respective party and further represent they have the actual corporate authority to execute this MSA on behalf of their respective party.

ACCEPTED BY Jefferson County Public Schools:

SIGNATURE: _____

DATE: _____

NAME (Print): _____

TITLE (Print): _____

ACCEPTED BY NAVEX Global, Inc.:

SIGNATURE: Jessica Wilburn
Jessica Wilburn (Oct 14, 2025 12:07:16 PM)

DATE: Oct 14, 2025

NAME (Print): Jessica Wilburn

TITLE (Print): AGC, Privacy & DPO



Pricing Proposal
Quotation #: 26320944
Created On: 6/18/2025
Valid Until: 10/31/2025

KY-County of Jefferson Public School

Wyatte Wynn

P.O. BOX 35340
ACCOUNTS PAYABLE
LOUISVILLE, KY 40232
United States
Phone: (502) 485-3967
Fax:
Email: wyatte.wynn@jefferson.kyschools.us

Inside Account Manager- Public Sector

Lucas Ritchie

290 Davidson Ave Somerset, NJ 08873
Phone: 17326672744
Fax:
Email: Lucas_Ritchie@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|---|-------|------------|-------------|
| 1 Hotline - Per Employee Subscription NAVEX Global - Part#: NPN-NAVEX-HOTLI Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 18000 | \$1.23 | \$22,140.00 |
| 2 Concurrent Seat License - Professional NAVEX Global - Part#: NPN-NAVEX-CONCUP-P Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$829.53 | \$829.53 |
| 3 Dedicated Seat License - Professional NAVEX Global - Part#: NPN-NAVEX-DEDIC-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$622.15 | \$622.15 |
| 4 Hotline - Translation Fee (Web Intake / Report Form) NAVEX Global - Part#: NPN-NAVEX-HOTL-TRANS Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 4 | \$0.00 | \$0.00 |
| 5 Hotline - Translation Upload Service (Web Intake / Report Form) NAVEX Global - Part#: NPN-NAVEX-HOTL-UPLOAD Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 4 | \$0.00 | \$0.00 |
| 6 EP Incident Management - Professional Subscription NAVEX Global - Part#: NPN-NAVEX-EPINCI-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 18000 | \$1.01 | \$18,180.00 |

| | | | | |
|----|--|---|-------------|-------------|
| 7 | Professional QuickStart (PS) - EthicsPoint NAVEX Global - Part#: NPN-NAVE-PROFF-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$15,049.99 | \$15,049.99 |
| 8 | EP Incident Management - Professional Setup NAVEX Global - Part#: NPN-NAVEX-EPINCI-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$0.00 | \$0.00 |
| 9 | Report Form Subscription NAVEX Global - Part#: NPN-NAVEX-REPOR-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$2,110.40 | \$2,110.40 |
| 10 | Report Form Setup - Baseline NAVEX Global - Part#: NPN-NAVEX-REPOR-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$0.00 | \$0.00 |
| 11 | Hotline - Web Intake Site Custom Setup NAVEX Global - Part#: NPN-NAVEX-WEBIN-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$0.00 | \$0.00 |
| 12 | Location Database Module Setup NAVEX Global - Part#: NPN-NAVEX-LOCAT-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$0.00 | \$0.00 |
| 13 | Custom Global Telephony Subscription NAVEX Global - Part#: NPN-NAVEX-CUSTO-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$568.82 | \$568.82 |
| 14 | SmartStart for Custom Global Telephony - Setup NAVEX Global - Part#: NPN-NAVEX-SMART-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$0.00 | \$0.00 |
| 15 | Custom Global Telephony Set-up NAVEX Global - Part#: NPN-NAVEX-GLSET-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software, ESD | 1 | \$0.00 | \$0.00 |
| | | | Total | \$59,500.89 |

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



mail 5500 Meadows Road, Suite 500,
Lake Oswego, OR 97035

phone +1 866 297 0224
fax +1 971 250 4125

web www.navex.com

June 18, 2025

Cody Bland
Senior Program Director, Professional Services, NAVEX™
5500 Meadows Road, Suite 500
Lake Oswego, OR 97035

Eric Satterly
CIO: Jefferson County Public Schools
3332 Newburg Rd
Louisville, KY, 40218
United States

Dear Eric,

NAVEX appreciates the opportunity to provide Jefferson County Public Schools a Statement of Work for consulting services and we look forward to an opportunity to work with you to support your transition to NAVEX's EthicsPoint Incident Management solution.

As indicated during recent meetings with your team, Jefferson County Public Schools is interested in reviewing several areas specific to cross-functional workflow and analytical reporting capabilities and best practices specific to the usage of the NAVEX EthicsPoint solution. The primary role of Professional Services is to align your goals and objectives to EthicsPoint in an effective and efficient manner. This will include all activities necessary to ensure a successful deployment within an agreed upon timeline.

The attached document and associated pricing is provided with the understanding that additional requirements may need to be gathered in order to fully define a consulting engagement that meets your business objectives. The pricing reflects our high-level understanding of your objectives today and a recommended approach and Statement of Work for achieving your goals. This correspondence outlines our recommended consulting and business solution services, and is broken out into the following areas:

1. Business Goals and Objectives
2. Professional Services QuickStart Program
3. Professional Services Methodology
4. QuickStart Program Statement of Work
5. Service Assumptions
6. Timing and Fees

We look forward to working with you on these initiatives soon. In the meantime, please do not hesitate to contact me directly should you have questions at +1 (503) 597-1407 or cbland@navex.com.

Kind Regards,

Cody Bland
Senior Program Director, Professional Services
+1 (503) 597-1407



1. Business Goals and Objectives

The services defined within this Statement of Work follow a detailed, best practice consulting methodology that will help ensure Jefferson County Public Schools's defined goals and objectives are met. Our team provides a solution that adds maximum value by establishing intake, workflow, and analytics best practices and consistencies across each identified business unit.

The NAVEX EthicsPoint solution extends NAVEX's long history of successful issue awareness and hotline support, providing your organization a single system for capturing, managing, and resolving a wide variety of incidents across a broad range of functions. The result is an enterprise view of risk and the ability to effectively integrate Governance, Risk, and Compliance (GRC) activities into one, cohesive program. NAVEX's integrated approach solves the problems of inconsistent data capture and resolution process management.

To ensure a successful and efficient deployment of EthicsPoint, NAVEX recommends utilizing a QuickStart Program that will include the following activities and deliverables:

- Project Kick-Off meeting to validate contracted services and project team responsibilities.
- Solution Design Workshop(s) to gather system configuration requirements.
- Application configuration based on documented and approved customer requirements.
- Post-configuration review, validation, and receipt of final customer approval.
- User configuration validation to ensure data collected through the case management process is accurate.
- EthicsPoint System Administrator and Business User training.

2. Professional Services QuickStart Program

The NAVEX Professional Services QuickStart Program follows a methodology designed to create solutions to address your business objectives and accelerate the implementation of your defined solution. Designed for EthicsPoint customers, the program will support your incident management implementation requirements and "Best Practice" processes that will be aligned and integrated with your EthicsPoint solution.

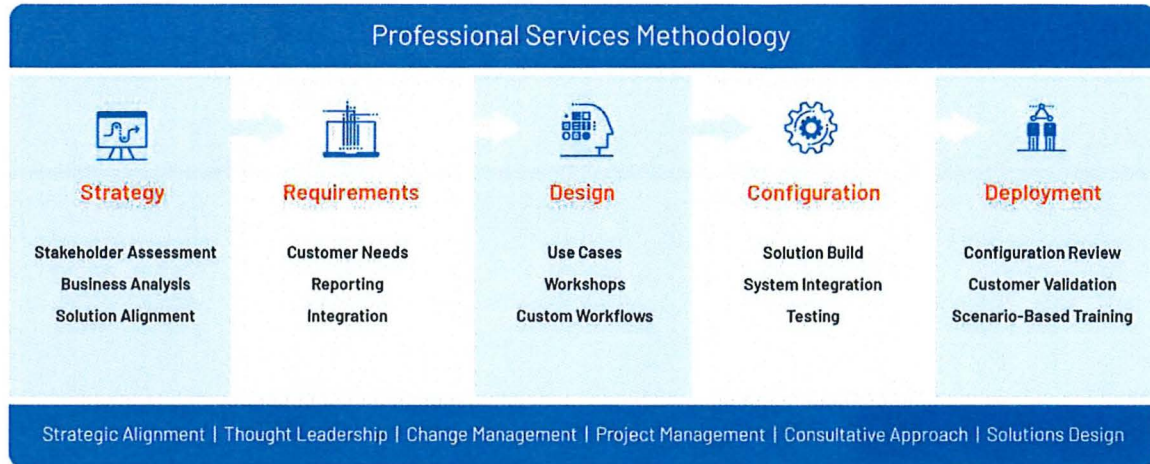
A few of the key benefits of the Professional Services QuickStart Program include:

- Requirements gathering and solution design in an expedited time frame.
- Project road map and established best practices specific to your organizations needs.
- Higher end-user adoption rates and more efficient use of your NAVEX investment.
- Knowledge transfer needed to accelerate implementation and further optimize your solution on your own.
- Establish metrics to measure and manage your incident intake, investigative and reporting processes.

3. Professional Services Methodology

At NAVEX, our approach to Professional Services moves beyond the technical integration challenges found in typical engagements, and more appropriately targets a deeper understanding of the business challenges our customers face. We work to better align our application with our customers' GRC initiatives and approach each engagement with a successful track record of improving an organization's overall compliance-based initiatives. Emphasizing the importance of integrating all associated business processes, our consultants develop a manageable strategy to fully leverage the NAVEX suite of services.

NAVEX's Professional Services consultants guide customers through our documented Professional Services Methodology. The methodology serves as a general guideline, with each project designed around our customers' unique goals, objectives, and time frames. Our Professional Services Methodology is depicted in the diagram below.



NAVEX's approach has evolved using fundamentals and best practices established during 14,500 successful implementations across a wide range of industries and involving a variety of key business drivers and stakeholders. Our consultants are experienced in establishing a consistent and measurable Project Management (PM) framework that is based on the unique business objectives of our customers. Our consultants ensure all activities and deliverables are clearly defined, timelines are well managed, and stakeholders are involved and actively participating at the appropriate level. Communication and change management plans, and project team roles and responsibilities, are defined and agreed upon in advance, providing a solid foundation for each engagement.

4. QuickStart Program Statement of Work

A NAVEX Professional Services consultants will support the delivery of a single configuration of the EthicsPoint solution to stakeholders identified by Jefferson County Public Schools.

NAVEX will perform project activities necessary to ensure products and services are deployed in accordance with the Statement of Work, project plan activities and defined business requirements. The completion date may be changed only upon mutual written agreement between NAVEX and a Jefferson County Public Schools Senior Director or above.

Should additional business units and/or functional groups need to be added within the solution in subsequent phases, NAVEX's Professional Services consultant will work with Jefferson County Public Schools to scope and integrate these into the EthicsPoint solution as required. The project scope is comprised of multiple phases of supporting activities and deliverables as follows:

| Phase | Step | Activities |
|---|---|---|
| Project Management & Governance | A. Engagement Kick-Off Call | <ul style="list-style-type: none"> Validate Project Goals and Objectives <ul style="list-style-type: none"> Review Contract and Statement of Work Clarify Project Roles, Responsibilities, Timelines Clarify Goals & Objectives Review Customer Project Package <ul style="list-style-type: none"> Stakeholder Analysis Current State Questionnaire |
| | Review and Distribute Templates | |
| Strategy, Assessment & Requirements Gathering | B. System Overview | <ul style="list-style-type: none"> EthicsPoint Application Overview Session |
| | C. Assessment | <ul style="list-style-type: none"> Alignment Mapping <ul style="list-style-type: none"> Stakeholder Analysis, including Roles and Responsibilities Current and Desired State Assessment Change Management Plan Development <ul style="list-style-type: none"> Sponsorship & Communication Best Practices Training Strategy |
| | D. Solution Design Workshop(s) | <ul style="list-style-type: none"> EthicsPoint Solution Design requirements gathering activities <ul style="list-style-type: none"> Telephony Services Requirements Web Intake Site Design and Development Requirements Web Intake Site Localization Language Requirements |
| | The 2-day on-site for this segment of the engagement will take place 4 to 6 weeks after project kick-off. | <p><i>English</i></p> <ul style="list-style-type: none"> Translations occur after Web Intake site is deployed in Location Database Requirements (single file upload) Tier / Organizational Structure Requirements Issue Category Requirements Report / Case Intake Question Requirements User Profile / Access Level Requirements Auto Assignments Requirements Database Settings Requirements Configurable Notifications Requirements Systems Fields Dropdown Values Requirements Custom Fields and associated Dropdown Values Requirements Analytics Requirements |
| Implementation & Training | E. Configuration | <ul style="list-style-type: none"> Application configuration based on design requirements |
| | F. Post Configuration | <ul style="list-style-type: none"> Best practices / Configuration review session Configuration modification, as needed Business user scenario-based training strategy planning Configuration validation by customer |
| | G. Training Conducted remotely | <ul style="list-style-type: none"> EthicsPoint System Administrator training (1 session) Business User training and Insights overview (2 sessions) |

5. Service Assumptions

Customer acknowledges that its participation and cooperation is critical for the success of the Project. Deviations from the following assumptions may lead to commensurate changes in the timeline and fees:

- SOW Term / Expiration:** This Statement of Work (SOW) will expire 6 months from project Kick-off Date. A new SOW will be required to extend project past Expiration. Total Professional Services consulting hours allotted, to be consumed during SOW Term, are 86. Professional Services consulting hours worked during SOW Term exceeding 86 will be billed at a rate of \$275.00 per hour.
- Resource Availability:** NAVEX Professional Services operates a shared services model and therefore all resources will be scheduled on a best endeavors' basis.

- **Customer Resources Availability:** Lack of access to project Stakeholder will impact Project Timelines and costs if decisions cannot be made in a timely fashion.

6. Timing and Fees

NAVEX will work with Jefferson County Public Schools to define a timetable suitable for achieving all defined objectives within this proposal. The initial engagement will span approximately 16 to 24 weeks, depending on the telephony configuration purchased. At the completion of this project, our consultant will present Jefferson County Public Schools all deliverables identified in this proposal which we will use collaboratively throughout the engagement as a reference point for defined activities and milestones.

Following are the services recommended for Jefferson County Public Schools. NAVEX assumes that project activities will be completed in succession and that all defined business units will complete the documented project activities simultaneously to achieve maximum value and efficiencies. The Statement of Work identifies the activities and deliverables associated with the project and are defined above in Section 4.

| Consulting Resource | Hours | Fee |
|----------------------------------|-------|-----|
| Professional Services Consultant | 86.00 | |
| Discount | | |
| Total | | |

Project hours may be consumed by the consultant(s) in completing preparations for meetings, completing offline assessment and solution design, knowledge transfer and other action items necessary to deliver the Statement of Work. Additional hours will be billed at a rate of \$275.00 per hour.

Note: Estimated pricing does not consider any fees associated with translation, interpretation, or recording services. All applicable one-time fees associated to translation, interpretation, and recording services will be documented in an NAVEX Change Request Form which will require customer signature before any translation related activities are initiated.

QuickStart Program: *(includes 2 concurrent days on-site, 2 resources)* \$ (On-site)*

* Plus reasonable travel, meals and related expenses, invoiced separately.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA | CONTACT NAME: PHONE (A/C, No. Ext): (503) 224-9700 FAX (A/C, No.): (503) 295-0923 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # |
| INSURED Navex Global, Inc. 5885 Meadows Road Suite 500 Lake Oswego OR 97035 USA | INSURER A: American Zurich Ins Co 40142 INSURER B: American Guarantee & Liability Ins Co 26247 INSURER C: ACE American Insurance Company 22667 INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER: 570116175752

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | CPO 3083359 - 03 | 06/20/2025 | 06/20/2026 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Coll Ded \$1000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded \$1000 | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | WC306319003 | 06/20/2025 | 06/20/2026 | <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| c | E&O - Miscellaneous Professional-Primary | | | D02020579 Includes Cyber Liability SIR applies per policy terms & conditions | 10/05/2025 | 10/05/2026 | Aggregate Limit \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability (Claims Made) is included in the Errors & Omissions/Professional Liability program limit. Board of Education of Jefferson County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Board of Education of Jefferson County Attn: Insurance/Real Estate Dept. 3332 Newburg Road Louisville KY 40218 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i> |
|---|--|

Holder Identifier :

Certificate No : 570116175752



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/24/2025

Holder Identifier :

Certificate No : 570113550082

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA | CONTACT NAME: PHONE (A/C. No. Ext): (503) 224-9700 FAX (A/C. No.): (503) 295-0923 E-MAIL ADDRESS: |
| INSURED Navex Global, Inc. 5885 Meadows Road Suite 500 Lake Oswego OR 97035 USA | INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 22667 INSURER B: Evanston Insurance Company 35378 INSURER C: American Guarantee & Liability Ins Co 26247 INSURER D: American Zurich Ins Co 40142 INSURER E: Zurich American Ins Co 16535 INSURER F: |

COVERAGES CERTIFICATE NUMBER: 570113550082 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|-------------------------|-------------------------|---|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CPO 3083359 - 03 | 06/20/2025 | 06/20/2026 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 |
| E | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded \$1000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll Ded \$1000 | | | CPO 3083359 - 03 | 06/20/2025 | 06/20/2026 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| G | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | AUC306319202 | 06/20/2025 | 06/20/2026 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | WC306319003 | 06/20/2025 | 06/20/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| A | E&O - Miscellaneous Professional-Primary | | | D02020579 Includes Cyber Liability SIR applies per policy terms & conditions | 10/05/2024 | 10/05/2025 | Aggregate Limit \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability is included in the Errors & Omissions/Professional Liability program limit. Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Navex Global, Inc. 5885 Meadows Road, Suite 500 Lake Oswego OR 97035 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i> |
|--|--|



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | |
|---|-----------|-------------------------------------|
| AGENCY Aon Risk Insurance Services West, Inc. | | NAMED INSURED Navex Global, Inc. |
| POLICY NUMBER See Certificate Number: 570113550082 | | |
| CARRIER See Certificate Number: 570113550082 | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

Data Processing Addendum

This Data Processing Addendum ("DPA") forms part of the contracting document or documents and includes one or more of the following or similarly structured documents (i.e. Master Service Agreement; Subscription Agreement, License Agreement or similar agreement) (the "Agreement") between Customer and NAVEX Global, Inc., a Delaware corporation, (hereinafter, "NAVEX") to reflect the parties' agreement related to Processing of Customer Data, including Personal Data, in accordance with the requirements of applicable Data Protection Requirements (as hereinafter defined). Capitalized terms not defined herein shall be given the definition set forth in the Agreement.

HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement.

This DPA shall not replace any additional rights related to Processing of Customer Data previously negotiated by Customer in the Agreement, but shall replace any existing data processing addendum to the Agreement unless otherwise explicitly stated herein.

To the extent any terms and conditions of this DPA conflict with the terms and conditions of the Agreement or any previously executed data processing terms, the terms and conditions of this DPA shall control.

DATA PROCESSING TERMS

In the course of providing the Services to Customer pursuant to the Agreement, NAVEX may Process Personal Data on behalf of Customer. NAVEX agrees to comply with the following provisions with respect to any Personal Data submitted by or for Customer to the Services or collected and Processed by or for Customer using the Services.

1) DEFINITIONS

- a) **"Affiliate"** means an entity controlling, controlled by, or under common control with a party to the Agreement.
- b) **"CCPA"** or **"The California Consumer Privacy Act"** means the California Consumer Privacy Act of 2018, as amended by the ballot measure approved by California voters on November 3, 2020 (The California Privacy Rights Act of 2020 "CPRA") and as may be further amended from time to time.
- c) **"Customer Data"** means any data and information Customer provides, generates, transfers, or makes available to NAVEX through use of the Services, whether in printed, electronic, or other format.
- d) **"Data Protection Requirements"** means all data protection and privacy laws and regulations, as applicable to a party, including the CCPA and other applicable United States privacy laws or regulations, and any other local or regional data protection, data privacy or data security laws, when applicable.
- e) **"Data Subject"** means an identified or identifiable natural person whose Personal Data is collected and hosted by NAVEX on behalf of Customer, as may be more fully set forth in Data Protection Requirements, and shall be meant to include any different but similar term used in Data Protection Requirements.
- f) **"Personal Data"** means any information relating to an identified or identifiable natural person as further defined under Data Protection Requirements, which may include a term similar to Personal Data but which shall have the same general meaning (for example "personal information"), where such data is submitted to the Services as Customer Data.
- g) **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and shall be meant to include any different but similar term used in the Data Protection Requirements and as may be more fully set out in Appendix 1.
- h) **"Security Specifications"** means the security measures employed by NAVEX to protect the Personal Data in its possession in connection with delivering the Services and as more fully set out in Appendix 2.
- i) **"Sub-processor"** means any entity engaged by NAVEX which Processes Personal Data as part of the Services provided by NAVEX to Customer, which include applicable NAVEX Affiliates.

2) PROCESSING OF PERSONAL DATA

- a) **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the entity which determines the purposes and means of the Processing of Personal Data, NAVEX is the entity which Processes Personal Data on behalf of Customer, and that NAVEX will engage Sub-processors pursuant to the requirements set forth in section 8 "Sub-processing" below. Further, each party agrees to comply with its respective obligations under

the Data Protection Requirements in relation to its Processing of the Personal Data and NAVEX agrees to provide all assistance reasonably required by Customer to enable Customer to take reasonable and appropriate steps to ensure that NAVEX effectively Processes Personal Data in a manner consistent with Customer's obligations and instructions under Data Protection Requirements. Customer's instructions, as the signatory and party to the Agreement, shall control in the event of any conflicting instructions provided by an Affiliate to NAVEX. Customer shall be responsible for all use of and access to the Services by any such Affiliate.

- b) **Customer's Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Requirements. Customer is responsible for determining whether the Services are appropriate for the storage and Processing of Customer Data under Data Protection Requirements. Customer's instructions to NAVEX, for the Processing of Personal Data, shall comply with Data Protection Requirements. NAVEX shall inform Customer without undue delay if, in its opinion, an instruction infringes Data Protection Requirements. The foregoing notwithstanding, NAVEX is not obligated to evaluate whether an instruction issued by Customer complies with applicable Data Protection Requirements.
- c) **NAVEX's Processing of Personal Data.** NAVEX shall only Process Personal Data on behalf of and in accordance with Customer's instructions and in accordance with the Data Protection Requirements. NAVEX does not determine whether Customer Data includes information subject to any specific law or regulation. Customer instructs NAVEX to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by users in their use of the Services; and (iii) Processing to comply with other reasonable instructions by Customer that are consistent with the terms of the Agreement. Further, NAVEX agrees that it shall:
 - i) Only carry out Processing of Personal Data on Customer's instructions, as set forth in the Agreement for the purpose of providing the Services;
 - ii) Provide at least the same level of protection to Personal Data as is required by this DPA and the Data Protection Requirements;
 - iii) ensure that persons authorized to Process the Personal Data are bound to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality;
 - iv) With the exception of those pre-approved Sub-processors detailed in section 8)b) and engaged in the performance of the Services, not share or allow access to files containing Personal Data to any third party for further Processing by that third party or its agents (except for the purposes of mere routing of Personal Data through a third party such as routing through a telecommunications carrier);
 - v) Promptly notify Customer if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by Data Protection Requirements, and in such event, to work with Customer to promptly take reasonable and appropriate steps to stop and remediate any Processing until such time as the Processing meets the level of protection as is required by the Data Protection Requirements;
 - vi) Implement and maintain throughout the term of this DPA appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and accidental alteration, destruction or loss so as to allow Customer to comply with the requirement to implement appropriate technical and organizational security measures, in accordance with the Security Specifications and other applicable provisions of the Data Protection Requirements;
 - vii) At Customer's sole election, cease Processing Personal Data promptly if in Customer's reasonable discretion, NAVEX is not providing the same level of protection to Personal Data as is required by Data Protection Requirements.
 - viii) Keep or cause to be kept, accurate records relating to all Processing of Personal Data on behalf of Customer as part of the Services;
 - ix) Promptly refer to Customer any requests, notices or other communication from Data Subjects, any national data protection authority established in the jurisdiction of Customer, or any other law enforcement authority, for such Customer to resolve, and as the case may be:
 - (1) Provide all assistance reasonably required by Customer to enable Customer to respond to, comply with or otherwise resolve any request, question or complaint made to it by a Data Subject in relation to the Processing of Personal Data associated with such Data Subject; and
 - (2) Provide all assistance reasonably required by Customer to enable Customer to respond to, comply with or otherwise resolve any request, question or complaint made to it that is received from any national data protection authority established in the jurisdiction of the Customer, or any other law enforcement authority.
 - x) Provide reasonable assistance and support to Customer in Customer's performance of any data protection impact assessments;
 - xi) NAVEX agrees it will not:
 - (1) Disclose Personal Data to any third party individual other than for the purposes of complying with Data Subject access requests in accordance with Data Protection Requirements and in accordance with this DPA, as applicable.
 - (2) Include Personal Data in any product or service offered by NAVEX to third parties.

- (3) Collect, use, retain, disclose, sell, share or otherwise make Personal Data available for NAVEX's own commercial purposes or in a way that does not comply with Data Protection Requirements.
- d) **The CCPA and CPRA.** The terms "Business Purpose," "Consumer," "Contractor," "Personal Information," "Sell," "Service Provider," "Share," and "Third Party" shall have the meanings ascribed to them under the CCPA. In accordance with the CCPA, the Parties agree that:
- i) NAVEX is a Service Provider and not a Contractor nor a Third Party.
 - ii) Customer is disclosing Personal Information to NAVEX for the Business Purposes set forth in the Agreement.
 - iii) Customer is not Selling nor Sharing the Personal Information to NAVEX.
 - iv) NAVEX shall comply with its applicable obligations under the CCPA and shall provide the same level of privacy protection as is required by the CCPA.
 - v) Customer has the right to take reasonable and appropriate steps to help ensure NAVEX Processes the Personal Information in a manner consistent with Customer's obligations under the CCPA and in accordance with the audit parameters set forth in this DPA.
 - vi) NAVEX shall notify Customer if it makes a determination that it can no longer meet its obligations under the CCPA.
 - vii) Customer has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.
 - viii) NAVEX engages other Service Providers to assist in the Processing of Personal Information for the Business Purposes under the Agreement on behalf of Customer, as detailed in this DPA, and is pursuant to a written contract binding such additional Service Providers to observe all applicable requirements of the CCPA.
 - ix) In accordance with the audit parameters set forth in this DPA below, Customer is permitted to monitor NAVEX's compliance with the Agreement.
 - x) NAVEX is prohibited from:
 - (1) Selling or Sharing the Personal Information;
 - (2) retaining, using or disclosing the Personal Information for any purpose other than for the Business Purposes specified under the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than the Business Purposes specified in the Agreement, or as otherwise permitted by the CCPA;
 - (3) retaining, using, or disclosing the Personal Information outside of the direct business relationship between Customer and NAVEX;
 - (4) combining the Personal Information which NAVEX receives from or on behalf of Customer, with Personal Information which it receives from or on behalf of another person or persons, or collects from its own interaction with the Consumer, provided that NAVEX may combine Personal Information to perform any Business Purpose as defined in the CCPA and subject to any exceptions under the CCPA.

3) RIGHTS OF DATA SUBJECTS

- a) **Correction, Blocking and Deletion.** To the extent Customer, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Requirements, NAVEX shall comply with any commercially reasonable request by Customer to facilitate such actions to the extent NAVEX is legally permitted to do so.
- b) **Data Subject Requests.** NAVEX shall, to the extent legally permitted, without undue delay notify Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that individual's Personal Data, or any other rights afforded to a Data Subject pursuant to Data Protection Requirements. NAVEX shall not respond to any such Data Subject request without Customer's prior written consent, or as required by Data Protection Requirements, except to confirm that the request has been received and relates to Customer. NAVEX shall provide Customer with commercially reasonable cooperation and assistance in relation to a Data Subject's request for access to that individual's Personal Data, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use of the Services.

4) NAVEX PERSONNEL

- a) **Confidentiality.** NAVEX shall ensure that its personnel engaged in Processing Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. NAVEX shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- b) **Reliability.** NAVEX shall take commercially reasonable steps to ensure the reliability of any NAVEX personnel engaged in the Processing of Personal Data.
- c) **Limitation of Access.** NAVEX shall ensure that NAVEX's access to Personal Data is limited to those personnel who require such access to perform under the Agreement.
- d) **Data Protection Officer.** NAVEX has appointed a data protection officer where such appointment is required by Data Protection Requirements. The appointed person may be reached at privacy@navex.com.

5) TECHNICAL AND ORGANIZATIONAL MEASURES AND SECURITY

- a) NAVEX shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data, as set forth in the Security Specifications. NAVEX regularly monitors compliance with these safeguards and will not materially decrease the overall security of the Services during the term of the Agreement.
- b) NAVEX has obtained third-party certifications and audits as set forth in the Security Specifications. Upon Customer's written request, at reasonable intervals, NAVEX shall provide a copy of NAVEX's then most recent third-party audit or certification, as applicable, or any summaries thereof, that NAVEX generally makes available to its Customers at the time of such request.
- c) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, NAVEX shall, and shall procure that each Sub-Processor shall implement and maintain, appropriate technical and organizational measures in relation to the Processing of Personal Data by NAVEX or Sub-Processor to ensure a level of security appropriate to that risk.
- d) In assessing the appropriate level of security, NAVEX shall take into account all risks that are presented by Processing the relevant Personal Data, in particular from a Customer Data Incident (as defined below).

6) CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

- a) **Customer Data Incident Notification.** NAVEX maintains security incident management policies and procedures as indicated in the Security Specifications and shall, to the extent permitted by law, without undue delay notify Customer of any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to Customer Data, including Personal Data, while Processed by NAVEX or its Sub-processors of which NAVEX becomes aware (a "Customer Data Incident"). To the extent available, such notification shall describe the nature of the Customer Data Incident, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned.
- b) **Customer Data Incident Response.** To the extent such Customer Data Incident is caused by a violation of the requirements of this DPA by NAVEX, NAVEX shall: (i) reasonably cooperate with Customer to investigate and resolve the Customer Data Incident; (ii) make reasonable efforts to identify and remediate the cause of such Customer Data Incident; and (iii) keep Customer up-to-date about developments in connection with the Customer Data Incident.

7) RETURN AND DELETION OF CUSTOMER DATA

- a) NAVEX shall return Customer Data to Customer and delete Customer Data in accordance with the procedures and timeframes specified in the Agreement. In the event the foregoing is not specified in the Agreement, and unless otherwise agreed by the parties, all Customer Data shall be deleted within forty-five (45) days of expiration or termination of the Agreement or Order Form (as applicable).

8) SUB-PROCESSING

- a) Customer grants general authorization for NAVEX to appoint Sub-processors in accordance with this section.
- b) NAVEX may continue to use those Sub-processors already engaged by NAVEX as at the date of this DPA. Customer provides its general authorization and consent to the use of the agreed upon list of Sub-processors set forth in the following link (as applicable): <https://www.navex.com/en-us/service-hosting-providers/>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new Sub-processors for each applicable Service, to which Customer may subscribe. Such updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new Sub-processors.
- c) NAVEX will notify Customer in advance of any changes to the list of Sub-processors in place (except for deletions of Sub-processors without replacement) at least thirty (30) days in advance of any Processing by the proposed Sub-processor in accordance with the procedure set forth in this DPA. If Customer has a reasonable objection that relates to the Sub-processors' Processing of Personal Data, Customer may object to NAVEX's use of a Sub-processor by notifying NAVEX in writing at privacy@navex.com within thirty (30) days after receipt of NAVEX's notice. In such event, the Parties will work in good faith to discuss a resolution. NAVEX may choose to: (i) not use the Sub-processor to Process Personal Data for Customer or (ii) take the corrective steps requested by Customer in its objection and use the Sub-processor. If neither of these options are reasonably possible and Customer continues to object, Customer may provide notice of termination of the affected portion of the Service as to Customer.
- d) NAVEX shall provide for, in substance, the same data protection obligations as set forth in this DPA (to the extent applicable, considering the nature of the services provided by the Sub-processor), on each Sub-processor by way of a contract, providing for third party beneficiary rights for Data Subjects and sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Data Protection Requirements.

- e) **Liability.** NAVEX shall be liable for the acts and omissions of its Sub-processors to the same extent NAVEX would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

9) AUDIT

- a) **Audit Scope and Frequency.** NAVEX allows for and contributes to audits of the processing activities and security systems directly related to the Services provided under the Agreement, on an annual basis or if there are reasonable indications of non-compliance with Data Protection Requirements.
- b) **Audit Package.** To facilitate any risk-based assessments required by Customer of NAVEX's information security program, upon Customer's request, NAVEX will provide the following: NAVEX's completed Standardized Information Gathering Questionnaire or future equivalent ("SIG") or other applicable security documentation, NAVEX's annual independent SSAE 18 SOC 2 Type II report or future equivalent, NAVEX's annual third-party PEN tests, and any specific policies requested by Customer that NAVEX generally makes available to its customers (NAVEX's "Audit Package").
- c) **Desk Audit.** In deciding on a review or audit, NAVEX requests Customer to in good faith take into account NAVEX's Audit Package in lieu of Customer's security or other questionnaire. If Customer requests that NAVEX complete Customer's security or other questionnaire(s) in lieu of, or in addition to, the Audit Package, the timelines and parameters shall be agreed upon in good faith and NAVEX reserves the right to reasonable compensation based on the size and scope of such desk audit.
- d) **On-Site Audit.** In deciding on a review or audit, NAVEX requests Customer to in good faith take into account NAVEX's Audit Package in lieu of an onsite audit. If Customer does require an onsite audit, it shall take place during NAVEX's regular business hours. Such onsite audit shall be conducted on a mutually agreed upon date, which shall not be sooner than thirty (30) calendar days after NAVEX's receipt of Customer's written request for such audit. Any onsite portion shall not exceed a cumulative four (4) hours at NAVEX's facilities. If the audit shall exceed such four (4) hour period, Customer shall be responsible for payment of professional services fees to NAVEX at the current hourly rate for professional services. If the audit is to be performed by a third party on Customer's behalf, such third party shall execute a confidentiality and non-disclosure agreement as presented by and for the benefit of the Parties. Upon completion of the audit, Customer shall promptly provide NAVEX a summary of the findings from each report prepared in connection with any such audit and discuss results, including any remediation plans. If audit results find NAVEX is not in substantial compliance with the requirements of this DPA, then Customer shall be entitled, at NAVEX's expense, to perform up to one (1) additional such audit in that year in accordance with the procedure set forth in this section. NAVEX agrees to work with Customer to identify reasonable remediation actions and to promptly take action at NAVEX's expense to correct those matters or items upon which NAVEX and Customer mutually agreed are identified in any such audit that require correction. The right to audit granted herein shall not be duplicative of any additional audit right provided in the Agreement.

10) LEGAL EFFECT

- a) This DPA shall only become legally binding between Customer and NAVEX when executed in full.
- b) NAVEX's obligations as set forth in this DPA shall survive until NAVEX no longer Processes Personal Data.
- c) Each of the signatories below represent they are duly-authorized representatives of their respective party to this DPA and further represent and warrant they have the actual corporate authority to execute this DPA on behalf of their respective party.

CUSTOMER:

Signature: _____

Print Name: _____

Title: _____

Date: _____

NAVEX GLOBAL, INC.:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Jessica Wilburn

Jessica Wilburn (Oct 15, 2023 10:32:15 PDT)

Jessica Wilburn

AGC, Privacy & DPO

Oct 15, 2023

APPENDIX 1 TO THE DPA

A. LIST OF PARTIES

Customer:

Customer is the legal entity that has executed this DPA and all Affiliates (as defined in the agreement between Customer and NAVEX) authorized to use the Services.

NAVEX:

NAVEX GLOBAL, INC.

Address: 5500 Meadows Road, Suite 500, Lake Oswego, OR 97035

Contact person's name, position and contact details: Jessica Wilburn, AGC, Privacy & DPO, privacy@navex.com

NAVEX is a provider of governance, risk and compliance computing solutions, including but not limited to, whistleblower hotlines, case management systems, employee training systems, policy management systems, third party risk assessment systems, surveys and assessments and related consulting services, which processes personal data upon the instruction of its customers and on their behalf in accordance with the terms of said services agreement. The list of services relevant to the Processing are detailed here (as applicable): <https://www.navex.com/en-us/service-hosting-providers/>.

B. DESCRIPTION OF PROCESSING

Categories of data subjects whose personal data is Processed

Customer has instructed NAVEX to process certain information as may be submitted to the applicable risk and compliance software service. The information submitted may include personal data provided by the individual data subject or the organization in accordance with the relevant services selected by such organization. The extent of the personal data collected is ultimately determined and controlled by Customer in its sole discretion, and may include, but is not limited to personal data relating to the following categories of data subjects:

- Employees of Customer
- Clients/customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customers' third-party suppliers, business partners and vendors

- Customer's users authorized by Customer to use the relevant Service(s)

Categories of personal data Processed

- As instructed by Customer, including but not limited to: name, job title, job position, location, employer, relationship with the organization, e-mail address, telephone number, log-in credentials, date of birth;
- For whistle-blower hotline and case management reports, in addition to the foregoing, the following may also be captured:
 - facts reported by a reporter about a suspected violation, including how and where the suspected violation occurred and how the reporter learned about the suspected violation;
 - identity, function and contact details of individuals allegedly involved in the suspected violation; and
 - identity, function and contact details of individuals who could provide information relating to the suspected violation.

Sensitive data Processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved.

The only service offerings that may involve Processing of "Sensitive Data" (personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences) are the whistle-blower hotline and incident management services and RiskRate services. For the RiskRate services, sensitive data is not transferred from Customer to NAVEX, however, Sensitive Data may be provided back as part of the due diligence screening, resulting in the potential for sensitive data categories to ultimately be processed within that set of services. Therefore, if applicable, Customer, whistle-blower hotline and case management reporters or authorized users of these services may submit sensitive categories of data to the services, the extent of which is determined and controlled by Customer as part of these services.

The following applied restrictions and safeguards include:

- Encryption at rest within the database using certificate based AES-256 Transparent Database Encryption (TDE)
 - The above encrypts the data files, index files, and transaction files
 - This prevents unauthorized restores, as the certificate is required for database restoration
- Encryption in flight on public untrusted networks using TLS 1.2 or higher
- Heightened access control in accordance with the principle of least privilege
 - At least quarterly user audits
 - Production environment is physically and logically isolated from Data importer's corporate network
- Security Information and Event Management (SIEM) tools are utilized
 - Log aggregation and alerting is managed by the SIEM
 - Events are captured within the SIEM
- As is the case with all NAVEX services, all processing strictly limited to the purposes of providing the services agreed with Customer and pursuant to their documented instructions
- Onward transfers are strictly limited to approved sub-processing activities
- Appropriate training is provided to all personnel with access

In addition to the foregoing, the measures set forth in Appendix 2 to this DPA also apply to these sets of services.

The frequency of the Processing

The data is Processed on a continuous basis during the term of the agreement(s) in order for Customer to receive, and for NAVEX to provide, the services.

Nature of the Processing

The nature of the processing is to collect, host, process, maintain, deliver services, secure, and support the selected services agreed on between Customer and NAVEX.

Purpose(s) of the Processing

To support Customer's services provided by NAVEX. The purpose of the Processing is to provide the best services with regard to the collecting, hosting, processing, maintenance, service delivery, security, and support to the selected services agreed on between Customer and NAVEX.

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

Throughout the term of the agreement(s) between Customer and NAVEX, Customer determines the period for which the personal data will be retained within the applicable services. Any criteria used during the term to set a retention period during the term is determined by Customer.

At the end of the applicable relationship, where NAVEX is no longer providing the services, the data is deleted and/or returned and then deleted in accordance with the provisions and timeframes set forth in the agreement(s) (for example, data is typically deleted forty-five (45) days post termination). If deletion at the end of the term is not specified, and unless otherwise agreed, all the data shall be deleted within forty-five (45) days of expiration or termination. The data stored in back-ups shall be overwritten in accordance with Data importer's backup and retention cycle (typically thirty (30) calendar days).

APPENDIX 2 TO THE DPA
SECURITY SPECIFICATIONS

NAVEX will maintain administrative, physical, organizational, and technical measures for protection of the security, confidentiality and integrity of personal data uploaded or submitted to the applicable services, as described in detail below, as updated from time to time, and made reasonably available by NAVEX upon request.

In addition to the below, NAVEX maintains its Audit Package and a Data Security Addendum, which is available to its customers upon request.

Specific Technical and Organisational Measures – All Product Offerings

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| 1. | Measures of encryption of personal data | <p>Customer Data is encrypted at rest using either full-disk encryption or within the database using TDE. Data at rest will be encrypted using AES 256 or better.</p> <p>NAVEX encrypts Personal data in flight on public untrusted networks using TLS 1.2 or higher.</p> |
| 2. | Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services | <p>NAVEX will implement and maintain a written information security program that maintains administrative, physical, and technical safeguards, designed to:</p> <ul style="list-style-type: none">• ensure the security and confidentiality of all Customer Data that is processed, stored, or controlled by NAVEX;• protect against anticipated threats or hazards to the security or integrity of Customer Data;• prevent unauthorized access to or loss, acquisition, disclosure, or use of Customer Data; and• ensure the secure disposal of Customer Data in compliance with applicable industry standards. <p>NAVEX will use reasonable efforts to ensure its written information security program and implemented safeguards align with accepted industry practices and comply with applicable data protection and privacy laws.</p> <p>NAVEX will designate a security manager to oversee its information security program and ensure that these requirements are reviewed, implemented and adhered to by NAVEX's personnel.</p> |

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| 3. | Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident | <p>NAVEX will maintain a Business Continuity and Disaster Recovery Plan ("BCP") for the Services in line with industry best practices for data, services, and communications backup and recoverability, and will implement the BCP in the event of a disaster. The BCP will include disaster avoidance procedures which are designed to safeguard Customer Data and NAVEX's data processing capabilities.</p> <p>The BCP shall support the pre-defined recovery time objective (RTO) / recovery point objective (RPO) as defined by NAVEX. NAVEX systems shall ensure portability and successful recovery of applications and backup or restoration services. NAVEX's primary and disaster recovery data centers will be located in geographically diverse locations to enhance security, availability, and resiliency.</p> <p>NAVEX will test the BCP on at least an annual basis. An executive summary of the BCP is available to Customer upon its request.</p> |
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| 4. | Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing | <p><u>VULNERABILITY MANAGEMENT</u></p> <p>NAVEX will deploy vulnerability scanning mechanisms in its information systems and on hosted applications. NAVEX will configure such mechanisms to conduct web application scans (monthly), internal network scans (weekly) and external network scans (daily).</p> <p>NAVEX shall maintain a standard patch management process to ensure the protection of any devices or systems used to access, process or store Customer Data.</p> <p><u>ANNUAL SECURITY REVIEWS</u></p> <p>On an annual basis, NAVEX will engage a recognized, independent third party to conduct a Statement on Standards for Attestation Engagements No. 16, Service Organization Control 2, Type 2 (“SSAE 18 SOC 2 Type 2”) audit (or its equivalent or successor) of its information security program and its administrative, technical, and physical safeguards for all facilities used to deliver the Services.</p> <p>At least annually, NAVEX will have an application and, at a minimum, an external network penetration test performed by a reputable third-party, on all web applications and infrastructure.</p> <p>NAVEX will assess criticality and remediate, or implement compensating controls for, any issues identified by NAVEX as requiring remediation in a timely manner based on level of criticality and risk. NAVEX will provide an executive summary of the results of such assessments upon Customer’s request.</p> <p><u>APPLICATION SECURITY</u></p> <p>NAVEX will proactively ensure the security of its applications in accordance with industry accepted standards, will security-harden all network devices and servers that will host or process Customer Data that are under NAVEX’s control. NAVEX shall maintain multiple firewalls supporting standard internet firewall technologies that meet ICSA Firewall, IPsec and cryptography standards.</p> <p>Additionally, NAVEX regularly tests the security of all applications by:</p> <ul style="list-style-type: none"> • Performing monthly vulnerability scans of our production applications • Performing static code analysis scans of our applications during the development process • Performing peer code reviews during the development process • Contracting with an independent third-party to perform an annual penetration test of our applications <p>NAVEX will enforce a formal change management process which will include tracking and approving all product changes. Any such changes will be internally reviewed and tested within a lower environment before such changes are finalized and deployed.</p> |
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| 5. | Measures for the protection of data during storage | Customer Data is encrypted at rest using either full-disk encryption or within the database using TDE. Data at rest is encrypted using AES 256 or better. |
| 6. | Measures for ensuring events logging | <p>NAVEX has various tools and processes in place for monitoring, alerting, and event logging. Monitoring covers internal and external systems monitoring.</p> <p>Within the production environment, audit logs record privileged user access activities, authorized and unauthorized access attempts, system exceptions, and information security events, and comply with applicable policies and regulations.</p> <p>System clocks are synchronized to an agreed standard, ensuring the accuracy of audit logs.</p> <p>Logs are stored in secure and segregated data storage. Backups are routinely performed and stored locally and at a remote site.</p> |
| 7. | Measures for ensuring system configuration, including default configuration | <p>NAVEX has documented hardening process, which is maintained on its internal collaboration site, Confluence.</p> <p>NAVEX uses Puppet for configuration integrity management. Hardening scripts are deployed using the Puppet tool to secure the newly deployed systems.</p> <p>Configuration integrity checks are automatically performed every 30 minutes by the Puppet system.</p> |
| 8. | Measures for internal IT and IT security governance and management | <p>NAVEX implements data protection policies which go through a formal approval process. Policies are created, approved, managed and distributed using NAVEX's policy management system.</p> <p>NAVEX is in a continual state of audit relative to applicable laws and regulations and contractual obligations. Areas of focus include information security, disaster recovery, data privacy, compliance, physical security, and regulations specific to the healthcare and financial sectors.</p> <p>Annual Business Impact Assessments are performed which include the following departments: Services, Product Engineering, Legal, Contact Center operations, Sales and Marketing.</p> <p>NAVEX maintains a Risk Register which is updated as new findings are identified. The Risk Register is reviewed semi-annually by management and other members of the security team.</p> |

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| 9. | Measures for certification/assurance of processes and products | <p>On an annual basis, NAVEX engages a recognized, independent third party to conduct a Statement on Standards for Attestation Engagements No. 16, Service Organization Control 2, Type 2 (“SSAE 18 SOC 2 Type 2”) audit (or its equivalent or successor) of its information security program and its administrative, technical, and physical safeguards for all facilities used to deliver the Services.</p> <p>The annual SOC report includes testing against four of the five Trusted Principles (security, availability, confidentiality, and privacy) as defined by the AICPA Service Organization Control framework.</p> |
| 10. | Measures for ensuring data minimisation and data quality | <p>NAVEX is the data processor/third party service provider with respect to scoped customer data, and the customer is the data controller determining the means and purposes of the processing of the personal data submitted to each product/service.</p> <p>NAVEX holistically practices the minimum necessary principle and does not solicit more information than necessary to provide the services.</p> |
| 11. | Measures for ensuring limited data retention | <p>At the end of the relationship, NAVEX shall return Customer Data to Customer and delete Customer Data in accordance with the procedures and timeframes specified in the Agreement. In the event the foregoing is not specified in the Agreement, and unless otherwise agreed by the parties, all Customer Data shall be deleted within forty-five (45) days of expiration or termination of the Agreement or Order Form (as applicable). Customer Data stored in back-ups shall be overwritten in accordance with NAVEX’s backup and retention cycle.</p> <p>During the term of the agreement(s), NAVEX’s services are either equipped with self-servicing functionality for deletion capabilities or NAVEX supports requests submitted by the customer’s administrators without undue delay. Customers are responsible for any data retention periods during the term of the agreement(s).</p> |

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| 12. | Measures for ensuring accountability | <p>NAVEX implements data protection policies which go through a formal approval process. Policies are created, approved, managed and distributed using NAVEX's policy management system.</p> <p>NAVEX takes a "Privacy by design" approach putting appropriate data protection measures in place throughout the entire lifecycle of its processing operations. As a result, privacy is embedded in all processes, including use limitation and strict access by our employees and affiliates, vetting of vendors, suppliers and agents as well as in development of our products and services. For the products and services specifically, the Product Engineering teams have a privacy by design/privacy by default policy.</p> <p>NAVEX has contracts and data processing agreements in place with subcontractors, where appropriate. NAVEX relies on subcontractors to have proper controls and checks in place which they will manage for their subcontractors.</p> <p>As applicable, NAVEX maintains data flows as well as records of processing detailing the categories of data and processing operations.</p> <p>In the event of a data breach involving a customer's personal data, NAVEX will alert the customer as soon as reasonably possible of the breach and the extent of the breach.</p> <p>NAVEX has a designated data protection officer.</p> <p>NAVEX maintains the Code of Conduct policy. Employees are required to review and attest to the policy during the new hire employment process.</p> <p>NAVEX's accountability measures are reviewed and updated at appropriate intervals (annually).</p> |
| 13. | Measures for allowing data portability and ensuring erasure | <p>NAVEX transmits personal data in structured, commonly used and machine-readable formats.</p> <p>As applicable, NAVEX will export data in XML, or flat files per NAVEX's file specifications.</p> <p>During the life of the services agreement, customers are responsible for managing data retention in accordance with the laws applicable to them.</p> <p>At the end of the service agreement, retention and deletion of customer scoped data is collaborated on between customer and NAVEX to complete the data deletion lifecycle in accordance with the timeframes agreed upon.</p> |
| 14. | Measures by which assistance will be provided, and scope and extent of assistance required, to support Customer in fulfilling data subject rights requests under Clause 10 | <p>During the term of the agreement(s), NAVEX's services are either equipped with self-servicing functionality for data management capabilities or NAVEX supports requests submitted by the customer's administrators without undue delay. Regardless, where Customer does not have the self-servicing capability or where Customer requires support, NAVEX fully cooperates and provides assistance to Customer which may include but is not limited to providing necessary access to data, service functionality assistance, data editing assistance, data exporting services, and deletion assistance and related services.</p> |

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| 15. | Physical access controls employed for preventing unauthorized persons from gaining access to data processing systems within which personal data is processed or used. | <p>NAVEX shall employ physical security procedures and controls to ensure that only authorized individuals have access to NAVEX data centres. Data centre controls include:</p> <ul style="list-style-type: none"> • Electronic access card reading system • Management of keys / documentation of key holders • Front desk with required sign in for all visitors • CCTV Monitored building management system • Adequate and appropriate identification, authentication and authorization mechanisms. • Colocation facilities are protected 24x7 by security guards and monitored video surveillance, alarm systems, and external security firm patrols <p>Measures are taken to ensure that equipment and media containing Customer Data are placed in secure areas to be protected from accidental destruction or loss and the premises where Customer Data is stored must be physically strong and protected from risk of damage by water, fire, vibration, dust, and environmental hazards.</p> |
| 16. | Admission control measures taken for preventing data processing systems from being used without authorization. | <p>NAVEX will follow the principle of “least privilege” when granting access to NAVEX systems. NAVEX will utilize multi-factor authentication for NAVEX employees who connect to the “backend” systems for support and maintenance and for NAVEX employees when connecting remotely to the corporate network. NAVEX will enforce complex password requirements across all NAVEX systems to minimize password-related access control risks.</p> <ul style="list-style-type: none"> • Personal and individual user log-in when entering the system and/or the corporate network • Password procedures minimum of 14 characters, with one upper case, lower case, and digit. If the user account has five invalid logon attempts, the account will be locked out. All passwords expire after 90 days. Upon verification of the username and password, the application uses session-based token authentication. • Automated screen locks after a defined period of inactivity • Password protected screen savers • All service account passwords are electronically documented and protected against unauthorized access through encryption • User accounts are audited quarterly |
| 17. | Virtual access control measures taken to ensure that persons entitled to use a data processing system have access only to personal data to which they have a right of access, and that personal data cannot be read, copied, modified or removed without authorizations in the course of processing or use and after storage. | <ul style="list-style-type: none"> • User authentication is based on username and strong password • All transactional records contain identifiers to distinguish customer records. • System processing uses a rule-based mechanism to tailor data access to specific users and roles • Data insert, deletion, and modification are logged |

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| 18. | Transmission control measures taken to ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is possible to check and establish to which bodies the transfer of personal data by means of data transmission facilities is envisaged. | <ul style="list-style-type: none"> • All data on untrusted systems are encrypted in flight using TLS • Removable storage is not used. |
| 19. | Input control measures taken to ensure that it is possible to check and establish whether and by whom personal data have been entered into data processing systems, modified or removed. | <ul style="list-style-type: none"> • Record entry is restricted to a defined set of roles • All entry is date/time stamped and includes identifiers for entering party • Firewalls and intrusion prevention systems are in place to prevent unauthorized access |
| 20. | Assignment control measures employed to ensure that, in the case of commissioned processing of personal data, the data are processed strictly in accordance with the instructions of the principal. | <ul style="list-style-type: none"> • Confidentiality agreements are in place for all individuals with data access • Global data privacy training within a GDPR focus is conducted during onboarding and on a regular basis • No third parties used for the processing of data other than as approved via our customer contract • Privacy and security policies describe rights and obligations of agent and principle |
| 21. | Availability control measures taken to ensure that personal data are protected from accidental destruction or loss. | <ul style="list-style-type: none"> • Systems employ redundancies such as RAID arrays and redundant equipment • Multiple air conditioning units are installed to provide redundant capacity in a N+1 configuration. • High sensitivity smoke detection • UPS backed generator • Diverse fiber routing and multiple carriers |
| 22. | Separation control measures taken to ensure that personal data collected for different purposes can be processed separately. | <ul style="list-style-type: none"> • Multiple-tier systems are used to physically separate presentation, business processing and storage • Separation of duties is used internally to ensure functions pass through change control processes • Discrete development, staging and production environments are maintained. • All routing of data for processing is controlled through automated rules engines. |

For Processing by (sub-) processors, also describe the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to Customer and, for transfers from NAVEX to a sub-processor, to Customer

Specific technical and organisational measures taken by NAVEX's Sub-processors to be able to provide assistance to Customer, for transfers from NAVEX to Sub-processor, to Customer:

- **Sub-processing activities are limited and/or temporary, with no persistent storage**
- **Security measures are reviewed annually**

- **Sub-processors are required to have policies in place for personal data incident reporting, legal authority access request notification, data subject request notification and full cooperation with any such requests**
- **Sub-processors comply with applicable data protection laws and have robust agreements in place with NAVEX**

NAVEX ensures all Sub-processors are fully able to assist Customer as applicable. If there are any specific questions regarding NAVEX's Sub-processors, Customer is encouraged and directed to submit questions to its account representative(s).