

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”), dated as of _____, 2021, is made by and between **City of Olympia**, a Washington municipal corporation with its principal office located at **601 E. Fourth Avenue, Olympia, Washington 98501** (“Client”), and Cognizant Worldwide Limited, a United Kingdom limited liability company with its principal office located at 1 Kingdom Street, Paddington Central, London, United Kingdom W2 6BD (“Cognizant”). In addition, Cognizant Technology Solutions U.S. Corporation (“CTS US”) shall execute this Agreement solely for the purpose of enabling and authorizing CTS US to enter into Statements of Work (as defined below) together with Cognizant, whereby CTS US shall provide the applicable local Services and Deliverables within the United States of America to Client for Cognizant under such SOWs as provided in Section 1.1. For the purposes of this Agreement, Client and Cognizant may each be referred to as “Party” or, collectively, as the “Parties.” The Parties, intending to be legally bound, hereby agree as follows:

1. SERVICES.

1.1 Services. Cognizant and Client will develop and enter into one or more statements of work incorporating a description of the specific services to be provided (“Services”), each in a form mutually agreed by the Parties (a “Statement of Work” or “SOW”). Each Statement of Work will set forth, among other things, project scope, various project activities and tasks to be performed by the Parties, and roles and responsibilities of the Parties. Cognizant may provide to Client the following types of services as, and to the extent, described in each Statement of Work: (i) the management of certain business and IT operational services, which may be performed either onsite or from remote locations (“Managed Services”); (ii) certain consulting, development, integration and or other support services provided in addition to the Managed Services (“Professional Services”); and (iii) any other services described as Cognizant’s obligation in a Statement of Work, (collectively the “Services”). In addition, Cognizant will provide to Client certain results or proceeds of the Services that are defined as deliverables in each Statement of Work (collectively, the “Deliverables”). Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof and be executed by Client and Cognizant. Unless otherwise set forth herein or expressly identified in the SOW as a modification to a specified provision of this Agreement, to the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control. Upon prior notice to the Client, Cognizant may engage any Affiliate (as hereinafter defined) of Cognizant to provide Services and Deliverables to Client and any Affiliates of Client for Cognizant under this Agreement. For SOWs executed in connection with work to be performed for Client in the United States of America, and solely to the extent that employees of a U.S.-domiciled Cognizant Affiliate who are foreign skilled workers are required for the provision of Services or Deliverables by Cognizant in connection with such SOW, such Cognizant Affiliate may also execute such SOW solely for the purpose of providing Services and Deliverables to Client for Cognizant. Any Affiliate of Cognizant may itself provide Services directly to Client and any Affiliates of Client under this Agreement by executing SOWs in its own name, exclusive of Cognizant Worldwide Limited and only for the purposes of any such SOW(s), shall be considered “Cognizant” as that term is used in this Agreement. Any Affiliate of Client may enter into SOW(s) with Cognizant or any Affiliate of Cognizant and, only for the purposes of any such SOW(s), shall be considered “Client” as that term is used in this Agreement. As used herein, the term “Affiliate” means any entity that controls or is controlled by or is under common control with Cognizant or Client, as applicable, where “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such entity, whether through

ownership of voting securities, by contract or otherwise. Cognizant's Affiliate, Collaborative Solutions, LLC will perform Services pursuant to the initial SOW.

1.2 Deliverables and Acceptance. Deliverables, if any, under this Agreement will be as set forth under any SOW. Each SOW will describe, if applicable, the Deliverables that Cognizant is obligated to furnish to Client hereunder, the acceptance criteria for each of the Deliverables (the "Acceptance Criteria") and the completion criteria, if any, to signify completion of each phase of a project. Client shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable time period set forth in a SOW (with respect to each Deliverable, the "Acceptance Period") to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If Client does not furnish a written notice to Cognizant specifying that a Deliverable has failed to satisfy its Acceptance Criteria in all material respects prior to the end of the Acceptance Period therefor If any Deliverable fails to satisfy its Acceptance Criteria in any material respect, then Client will notify Cognizant in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria. Thereafter, Cognizant shall use its diligent commercially reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by Client. If, after repeated attempts, Cognizant is unable to remedy any non-conforming portion of any Deliverable, Client and Cognizant shall utilize dispute resolution process set forth in Section 13.2 (Dispute Resolution) to reach agreement on the appropriate remedy..

2. PROJECT SCHEDULE; CHANGES.

2.1 Project Schedule; Changes. Each Statement of Work will set forth the projected work effort and schedule applicable to the Services. All statements and agreements concerning time are based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of an excusable delay (as provided for in Section 2.2 hereof) or upon modification of the scope, timing or level of work to be performed by Cognizant. Either Party will be entitled to propose changes. It is mutually acknowledged that any such change may affect the fees or charges payable to Cognizant and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both Parties.

2.2 Excusable Delays and Failures. Cognizant will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes beyond Cognizant's reasonable control. Without limiting the generality of the foregoing, Client acknowledges that Client's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by Client in completing tasks required of Client or in otherwise performing Client's obligations hereunder or under any Statement of Work may impede or delay completion of the Services. Client further acknowledges that such delays or failures may result in additional charges for the Services.

3. PAYMENT.

3.1 Project Fees and Reimbursable Items. Client shall pay to Cognizant the fees and other compensation set forth in each Statement of Work in exchange for Services. Client will also reimburse Cognizant for all reasonable and pre-approved out-of-pocket travel, living and other ancillary expenses paid or incurred by Cognizant in connection with the Services and any other reimbursable items set forth in each Statement of Work. Cognizant will have no obligation to

perform any Services when any undisputed amount required to be paid by Client remains due and unpaid beyond the date such amount is due. Any suspension of Services by Cognizant as a result of Client's failure to make payment as required will extend the due dates of Deliverables and other Services to the extent impacted by such suspension or delay.

3.2 Invoices; Payments. Cognizant will invoice Client for all fees, charges and reimbursable items payable to Cognizant on a monthly basis or otherwise in accordance with the schedule set forth in the relevant Statement of Work as such payments are due. Client will pay the invoiced amount in full within thirty (30) days of the date of each invoice, without deduction, setoff, defense or counterclaim for any reason; provided that the Client may withhold amounts disputed in good faith pending resolution of such dispute. Cognizant may charge interest, at a rate equal to the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, on the amount shown on any invoice that is paid later than thirty (30) days after the date of the invoice, other than such amounts that are disputed in such good faith during the pendency of the relevant dispute. All amounts hereunder will be invoiced and paid in United States Dollars unless otherwise set forth in an applicable SOW.

3.3 Taxes. Client agrees to pay any applicable sales, use, value added, goods and services, services, excise, privilege, or other taxes or assessments relating to the Services or Deliverables provided by Cognizant to Client pursuant to the Agreement hereto, exclusive of taxes based on Cognizant's net income or net worth. Cognizant will invoice Client for any taxes payable by Client that are required to be collected by Cognizant.

3.4 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, Client will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. Client will endeavor to provide at least thirty (30) days prior written notice of non-appropriation of funds. No early termination penalty or expense shall accrue to the Client in the event this provision applies.

4. OBLIGATIONS OF THE PARTIES.

4.1 Working Environment. For any Services to be provided by Cognizant at any of Client's sites, Client shall provide Cognizant's personnel with (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation; (iii) provision and maintenance of personal computer ("PC") workstations for such personnel's use; (iv) assistance to such personnel in a timely manner by promptly correcting any hardware or software problems that would affect the performance of Services; and (v) any other items set forth in each Statement of Work. Client may require Cognizant personnel to agree to Client policies prior to such use of work space and/or equipment, as communicated in advance and in writing and at all times Cognizant personnel shall comply with such documented and communicated policies and procedures, including but not limited to, any temporary policies regarding COVID.

4.2 Client's Personnel Commitment. Client will ensure that all Client personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Cognizant's personnel by answering business, technical and

operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Service related meetings; (iv) contribute to software and system testing; and (v) be available to assist Cognizant with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

4.3 Cognizant Personnel. Cognizant shall identify all resources performing a role identified as key personnel by such individuals' name, as defined by the SOW ("Key Personnel"). The Client shall have the ability to interview and approve Key Personnel proposed by Cognizant for the project. The Client shall have the right to dismiss Key Personnel from the project for cause by informing the Cognizant of reason for dismissal. Other than for reasons outside of Cognizant's control (e.g., death, disability analogous to those codified in the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), illness, promotion, family or medical leave analogous to those codified in the Family and Medical Leave Act (FMLA, U.S. PL 103-3) or cessation of employment with Cognizant), Cognizant shall not remove or transfer a person filling a Key Personnel role without the prior written approval of Client during the lesser of: (a) the time period for which such individual is contracted to provide Services in the applicable SOW, or (b) 12 months following such person's assignment hereunder, without first receiving Client's prior written consent which consent shall not be unreasonably withheld or delayed.

4.4 Export Control. Client agrees to notify Cognizant of any requirements for Deliverables or any other technology, technical data or information to which Cognizant will have access as a result of the Services that, in any case, will subject the Deliverables or the other technology, technical data or information to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent) and, in such event, Client will (i) identify to Cognizant the applicable regulations (e.g. the United States Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR")) and classifications (e.g. ECCN) and (ii) follow such guidelines as Cognizant may communicate to Client that reasonably are required to avoid violations. Each Party acknowledges and agrees that to the extent that any tangible or intangible technical data provided under this Agreement is subject to US export laws and regulations, such Party will not use, distribute, transfer, or transmit technical data provided by the other Party under this Agreement except in compliance with US export laws and regulations. Notwithstanding the foregoing, Client agrees that it will not provide Cognizant with any technology, technical data or information that is subject to control under the ITAR. In the event that Client wishes to provide Cognizant with ITAR-controlled technology, technical data or information, Client will notify Cognizant in writing of such intent, and the Parties agree to cooperate to determine the appropriate agreements and controls, if any, required before Client makes such disclosure.

4.5 FCPA. Neither Party shall take any action in connection with the performance of its obligations under this Agreement that violates the Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder in any manner that has a material adverse impact on the other Party. To the extent that any of the Services or Deliverables cannot be performed or provided without violation of any law, regulation, or other control, then Cognizant shall not be obligated to provide the same and the applicable Statement of Work shall be amended accordingly.

4.6 Work Authorization/HR Compliance. In the event that it is necessary for Cognizant to obtain visas or work permits for Cognizant personnel, Client will cooperate with Cognizant by taking all reasonably necessary actions to facilitate Cognizant's efforts, including, but not limited

to, providing, and hereby consents to Cognizant providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at Client sites from which the parties contemplate services being provided by Cognizant personnel who are foreign skilled workers). Cognizant shall reimburse Client for any costs associated with Client assistance with actions as defined by this section.

5. OWNERSHIP.

5.1 Ownership of Work Product. Cognizant agrees that, upon Client's payment in full, the software or other intellectual property developed by Cognizant or its Affiliates as a 'work-for-hire' specifically for Client, as set forth in a Statement of Work ("Work Product") shall be the property of, and ownership shall vest in, Client. Client's ownership of Work Product does not include Cognizant Proprietary Intellectual Property (as defined below) or any Third Party Items, or any derivative of the foregoing, that is incorporated into the Work Product. Cognizant agrees to take, at Client's cost and expense, all actions requested by Client which are reasonably necessary to assure the conveyance to Client of all right, title and interest in and to the Work Product, including copyright.

5.2 Residual Rights. Notwithstanding anything to the contrary herein, Cognizant, Cognizant Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. "Residual Information" means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under Client's registered intellectual property rights.

5.3 Cognizant Proprietary Intellectual Property. Client acknowledges that as part of delivering the Services, Cognizant personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by Cognizant or its Affiliates or subcontractors (collectively, "Cognizant Proprietary Intellectual Property"). Client agrees that Cognizant Proprietary Intellectual Property and Residual Information, any derivatives of Cognizant Proprietary Intellectual Property or Residual Information, is the sole property of Cognizant (or its licensors) and that Cognizant (or its licensors) will retain sole and exclusive title to and ownership thereof. If any Cognizant Proprietary Intellectual Property owned by Cognizant is embedded in Work Product, Cognizant grants to Client a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such Cognizant Proprietary Intellectual Property as a functional element of the applicable Work Product, subject to any additional terms or limitations set forth in the applicable Statement of Work, and provided that no portion of the Cognizant Proprietary Intellectual Property is separated or unbundled from the applicable Work Product or used as a stand-alone product or development tool. Except as expressly provided in the foregoing sentence, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any Cognizant Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Any license to Cognizant Proprietary Intellectual Property that is not embedded in Work Product or

that is commercially available will be pursuant to a separate license agreement between Client and Cognizant (or its licensor).

5.4 Third Party Items. Cognizant shall obtain Client's prior written consent before embedding in Work Product or installing in Client's environment any proprietary third party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to Client in connection with this Agreement (collectively, "Third Party Items"), such Third Party Items shall be provided AS-IS and made available to Client under a separate agreement between Client and the licensor of the Third Party Item or may be made available to Client by Cognizant under a separate agreement or pass-through terms set forth in an SOW, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this Agreement.

5.5 Installation of Tools. Cognizant may use certain Cognizant owned or licensed Tools (the "Tools"), including those set forth in the applicable SOW in connection with its performance of the Services. The Tools are Cognizant's confidential information. As between Cognizant and Client, Cognizant is the sole owner of the Tools, together with all modifications, enhancements and changes to the Tools. Client consents to Cognizant's installation of the Tools onto Client's systems. Only Cognizant may install, configure, control, or grant access to the Tools. Client agrees that Cognizant may uninstall and remove the Tools at any time, and that the consent set forth in this paragraph is not a software license or subscription agreement. Cognizant will use the Tools as installed on Client's systems solely to perform the Services for Client.

6. CONFIDENTIAL INFORMATION.

7. 6.1 CONFIDENTIALITY OBLIGATIONS. THE PARTIES AGREE TO COMPLY WITH THE RELEVANT PROVISIONS OF THE WASHINGTON STATE PUBLIC RECORDS ACT. IF COGNIZANT RECORDS ARE REQUESTED FROM THE CLIENT IN A PUBLIC RECORDS REQUEST, CLIENT AGREES TO PROVIDE AT LEAST 10 DAYS NOTICE FOR COGNIZANT TO SEEK A COURT ORDER TO PREVENT ANY SUCH DOCUMENTS AND/OR RECORD FROM RELEASE TO THE PUBLIC PURSUANT TO THE WASHINGTON STATE PUBLIC RECORDS ACT, WHICH IS FOUND IN REVISED CODE OF WASHINGTON UNDER CHAPTER 42.56. DATA PROTECTION

7.1 Data Protection. If and to the extent that the Services require Cognizant to process Client's Personal Information, the Parties shall abide by the terms set forth under Exhibit A attached hereto.

8. INDEMNIFICATION.

8.1 Intellectual Property Rights Indemnity. Cognizant agrees to indemnify, defend, and hold harmless the City of Olympia, its officers, officials and employees from and against any costs and damages, included reasonable attorneys fees, as a result of claims of infringement of a U.S. patent or registered copyright or misappropriation of any trade secret related to a Deliverable

8.2 Intellectual Property Rights Exclusions. Cognizant shall have no obligation under Section 8.1 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) modifications made other than by Cognizant, (ii) use of the Deliverables in combination with any equipment, software or material not approved or provided by Cognizant, (iii) Client's use or incorporation of materials not provided by Cognizant, (iv) the instructions, designs or specifications provided by Client; (v) any software or other materials furnished by any third

party; or (vi) Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

8.3 Infringement Remedies. In the event of an infringement or misappropriation claim as described in Section 8.1 above arises, or if Cognizant reasonably believes that a claim is likely to be made, Cognizant, at its option may: (i) modify the applicable Deliverables so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for Client the right to use such Deliverables upon commercially reasonable terms; or (iv) remove the infringing or violative Deliverables and refund to Client the fees received for such Deliverables that are the subject of such a claim based on a five (5) year straight line depreciation.

8.4 Personal Injury and Property Damage Indemnity. Cognizant and Client each agree to indemnify, defend and hold harmless the other from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the gross negligence or willful misconduct of the indemnifying party, its employees or agents.

8.5 Indemnification Procedures. The obligations to indemnify, defend and hold harmless set forth above in this Section 8 will not apply to the extent the indemnified party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the indemnified party (i) promptly notifies the indemnifying party of any matters in respect of which the indemnity may apply and of which the indemnified party has knowledge; (ii) gives the indemnifying party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party; and (iii) cooperates with the indemnifying party, at the indemnifying party's cost and expense in the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9. WARRANTY.

9.1 Limited Warranty. Cognizant warrants the following:

9.1.1 the applicable Services rendered hereunder will be performed by qualified personnel;

9.1.2 the Professional Services performed will substantially conform to any applicable requirements, including the Client's functional requirements as set forth in the Statement of Work for a period of thirty (30) days (the "Warranty Period") following final acceptance of the Services in the SOW ; and

9.1.3 during the Warranty Period, the Deliverable(s) will materially conform to the corresponding product specifications set forth in the applicable Statement of Work for such Deliverable.

9.2 Remedies. Cognizant does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Cognizant shall remain obligated pursuant to this Section 9. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, Cognizant will a) at its expense, to promptly use commercially reasonable efforts to cure or correct such failure,. The foregoing warranty is expressly conditioned upon (i) Client providing Cognizant with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with Cognizant in all reasonable respects relating thereto, including, in the case of modified software, assisting Cognizant to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than those authorized by Cognizant that contributes to the defect. In the event Cognizant is unable to correct such non-conformity, it will negotiate a refund in good faith.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, COGNIZANT DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

9.4 Responsibility of Client. In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Cognizant's responsibility hereunder (including any problem with Client's third party vendors, Client's computer hardware or software that was not caused by any Services performed by Cognizant), Client will be responsible to pay Cognizant for all costs incurred for all evaluation, correction or other services performed by Cognizant relating to such claim on a time and materials basis at Cognizant's then standard billing rates.

10. LIMITATION OF LIABILITY AND REMEDIES.

10.1 Exclusion of Damages. In no event shall either Party be liable to the other Party or any other person or entity for any lost profits, special, exemplary, indirect, incidental, consequential or punitive damages or liabilities, or for any costs (including transition costs) associated with procuring substitute or replacement services, of any kind or nature whatsoever (collectively, "Indirect Damages"), whether in an action based on contract, warranty, strict liability, tort or otherwise, even if such Party has been informed in advance of the possibility of such Indirect Damages or such Indirect Damages could have been reasonably foreseen by such Party.

10.2 Total Liability. In no event shall Cognizant's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, two (2) times the sum of total fees paid or payable by Client for the SOW to which such liability relates, in the aggregate. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. EMPLOYEES.

11.1 No Employee Relationship. Neither Party's personnel shall be deemed to be employees of the other Party. Each Party and its Affiliates shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's

compensation and any similar taxes associated with employment of its personnel. A Party's employees shall not be entitled to any benefits paid or made available by the other Party to its employees.

11.2 Non-Solicitation Obligations. With the exception of public job postings, during the term hereof and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, (i) any employee of the other Party (including employees of Cognizant's Affiliates); or (ii) any former employee of the other Party (including former employees of Cognizant's Affiliates) – if reasonably known to Client - who performed any work in connection with or related to the Services.

11.3 Subcontractors and Third Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, Cognizant, with prior written approval from Client (not to be unreasonably withheld), may engage non-Affiliate third parties which will be responsible for providing a portion of the Services that Cognizant provides to Client (such as field services and end user support) where such services are not dependent on a product being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with Cognizant. Cognizant may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the Client, which are not material to a function constituting a part of the Services, do not result in a material change in the way Cognizant conducts its business, or are composed of small scale temporary labor (collectively, "Third Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section 11.3. Cognizant may engage such Third Party Providers pursuant to such Third Party Providers' standard terms and conditions. Client shall agree in writing to be bound by the Third Party Providers' standard terms and conditions to the extent necessary, if at all, for Client to (iii) be able to use of the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third Party Provider's product/services. No engagement of Subcontractors or Third Party Providers hereunder will relieve Cognizant from any of its obligations under this Agreement.

11.4 Nondiscrimination. To the extent applicable to Services under this Agreement, Cognizant shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. TERM AND TERMINATION.

12.1 Term. The Agreement is effective as of the date on the Agreement and shall continue in effect for an initial term ending three years thereafter. The Agreement shall thereafter continue in effect for successive one-year terms, unless at least sixty (60) days prior to the end of the then-current term, either party shall notify the other that the Agreement shall expire, in which event the Agreement shall expire on the last day of the then-current term (except with respect to any

Statement of Work for which the term set forth in such Statement of Work has not yet been completed, which Statement of Work shall continue until expiration or termination).

12.2 Termination or Suspension. This Agreement may be terminated in whole or in part by either Party (the “non-breaching party”) upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the “breaching party”): (i) the breaching party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party’s creditors.

12.3 Termination for Convenience. The Client may terminate this Agreement for convenience upon sixty (60) calendar days’ written notice to Cognizant without early termination or penalty (except as otherwise agreed in a SOW).

12.4 Upon termination of this Agreement for any reason, including expiration, Cognizant shall place no further orders nor enter into subcontracts for materials or Services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures, as mutually agreed by the Parties . Cognizant shall, upon receipt of termination notice, unless otherwise directed by the Client (i) take such action as may be necessary for the protection and preservation of the Client’s materials and property; and (ii) shall act in good faith to mitigate costs to Client.

12.5 In the event of any termination, Cognizant and Client shall mutually agree upon “wind-down” disentanglement procedures to include, without limitation, the scope, staffing, and costs required by such procedures. Such services shall be paid to Cognizant on a time and materials basis at the rates listed in this Agreement or SOW. If this Agreement is terminated by Client for cause, Cognizant shall deliver Client data in a commercially reasonable form to Client and assist and cooperate with necessary transition tasks at no additional cost. In the event of a termination by Cognizant for the Client’s non-payment, Cognizant’s obligation to provide termination assistance services is conditioned upon the Client paying Cognizant for such Services in advance. Cognizant has no obligation to share its confidential information with any third party, including any third party to which the Services may be transition.

12.6 Payment upon Termination. Upon termination, Cognizant will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress), and in the event of termination of this Agreement, in whole or in part, by Cognizant pursuant to this Section12, Cognizant will also be entitled to recover those reasonable costs incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated. For partially completed Services/Deliverables, Cognizant and Client shall mutually agree on the proportion of work completed and payment amounts should equal the same proportion of the milestone/Deliverable payment amount.

12.7 Survival. In the event of termination or upon expiration of this Agreement, Sections 3, 5, 6, 8, 9 (subject to the expiration of any warranty period), 10, 11, 12, and 13 hereof will survive and continue in full force and effect.

13. MISCELLANEOUS.

13.1 Governing Law. This Agreement will be governed by the laws of the State of Washington, without reference to the principles of conflicts of law. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. EACH PARTY HEREBY WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THIS AGREEMENT.

13.2 Dispute Resolution.

13.2.1 Any dispute, disagreement, claim or controversy between the Parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for Cognizant and the Project Manager or Project Leader for Client meet to endeavor to resolve such Disputed Matter. If a resolution to such Disputed Matter does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the Disputed Matter to a meeting of the Project Steering Committee, as defined in the SOW. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, either Party may seek relief by mediation and/or legal action.

13.2.2 It is agreed by the Parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction, or pursuant to Washington's Alternative Dispute Resolution procedures, as agreed by the Parties.

13.2.

13.3 Binding Effect and Assignment. Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, except either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any Affiliate of such Party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

13.4 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

13.5 Notices. All notices required by this Agreement will be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices will be effective when received as indicated on the facsimile, registered mail, or other delivery receipt.

All notices will be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

13.6 Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

13.7 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

13.8 Counterparts. This Agreement and each Statement of Work may be executed in several counterparts and by facsimile signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A telecopy signature shall be as legally effective as an original signature.

13.9 Entire Agreement. This Agreement and all Statements of Work attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

13.10 Press Releases and Announcements. Either Party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other Party and provide it with a copy of the proposed disclosure prior to making the disclosure).

13.11 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.12 Consents and Approvals. Except where expressly provided as being in the discretion of a Party, where approval, acceptance, consent or similar action by either Party is required under this Agreement or the applicable Statement of Work, such action shall not be unreasonably withheld or delayed.

13.13 Insurance.

A. Insurance Term. Cognizant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Cognizant, its agents, representatives, or employees, as set forth below.

B. No Limitation. Cognizant's maintenance of insurance as required by the Agreement shall not be construed to limit or expand the liability or indemnity obligations of Cognizant to the coverage provided by such insurance, or otherwise limit the Client's recourse to any remedy available at law or in equity. Notwithstanding the preceding sentence, if

Cognizant maintains insurance limits for any line of insurance in an amount greater than any limitation of liability in this Agreement (“excess limits”), the presence of any “excess limits” shall not be construed to expand any limitation of liability in this Agreement.

C. Minimum Scope of Insurance. Cognizant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The Client shall be named as an additional insured for liabilities assumed in this Agreement under the Cognizant’s Commercial General Liability insurance policy with respect to the work performed for the Client using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Cognizant’s profession.

D. Minimum Amounts of Insurance. Cognizant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence and \$5,000,000 general aggregate. The forgoing coverage amounts may be satisfied by primary and umbrella policy.

3. Professional Liability insurance shall be written with limits no less than \$5,000,000 per claim and \$10,000,000 policy aggregate limit.

E. Other Insurance Provisions. The Cognizant’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Client. Any Insurance, self-insurance, or insurance pool coverage maintained by the Client shall be excess of the Cognizant’s insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

G. Verification of Coverage. Cognizant shall furnish the Client with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Cognizant before commencement of the work.

H. Notice of Cancellation. The Cognizant shall provide the Client with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Cognizant to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving thirty (30) business days' written notice to the Cognizant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due the Cognizant from the Client.

IN WITNESS WHEREOF, Cognizant and Client have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED

CITY OF OLYMPIA

Narissa Owen
Signature: Narissa Owen (Nov 23, 2021 08:43 GMT)
Print Name: Narissa Owen
Title: Authorized Person

Signature: _____
Print Name: Steven J. Burney
Title: City Manager

Solely for the purpose of acknowledging that CTS US may perform local services in the United States of America in accordance with Section 1.1:

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

CS
Signature: lee saber (Nov 23, 2021 08:56 MST)
Print Name: lee saber
Title: Legal Counsel

APPROVED AS TO FORM:

Annaliese Harksen
Annaliese Harksen, Deputy City Attorney
City of Olympia

EXHIBIT A

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this “**DPA**”), is entered into by and between **Cognizant Worldwide Limited** (collectively with its Affiliates, “**Cognizant**”) and **City of Olympia**, (“**Client**”) (each a “**Party**” and collectively, “**Parties**”), pursuant to the terms and conditions of the Master Services Agreement (the “**Agreement**”) effective _____ 2021 between the Parties.

General Data Protection Terms

1. Introduction.

- 1.1. Order of Precedence. This DPA is part of the Agreement, and the terms of this DPA are in addition to, and not in lieu of, the terms in the Agreement. The terms of this DPA shall prevail over any conflicting terms in the Agreement’s other sections.

2. Definitions.

- 2.1. In this DPA:

- a. “**Access**” or “**Accessing**” means to access, view, alter, use, process, transfer, store, host, disclose, erase, destroy, or dispose of Protected Data, and includes any operation or set of operations performed upon Protected Data, whether or not by automated means.
- b. “**Applicable Laws**” means the privacy, data security, and data protection laws, directives, regulations, orders, and rules in the jurisdiction(s) applicable to the Cognizant and/or the Services provided under the Agreement.
- c. “**Applicable Standards**” means government standards, industry standards, and commercially reasonable practices related to privacy, data security or data protection that are applicable to Cognizant and the Services provided under the Agreement, or such other standards as otherwise agreed to by the Parties and specifically set forth in an applicable Statement of Work or other written agreement.
- d. “**Authorized Person(s)**” means the individual(s) to whom Client or Cognizant has granted Access to Protected Data.
- e. “**Employee Personal Data**” means the Personal Information of the personnel of Cognizant, Cognizant’s Affiliates, or Cognizant subcontractors or other representatives.
- f. “**European Data Protection Legislation**” means: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (“**General Data Protection Regulation**”), including any applicable delegated acts adopted by the European Commission and any applicable national legislation made under or otherwise adopted by member states of

the EEA (defined below), Switzerland, or the UK pursuant to specific rights or powers contained within the General Data Protection Regulation and all other applicable legislation in the EEA, Switzerland, and the UK relating to the protection of Personal Information.

- g. **"include"** or **"including"** means including but not limited to.
 - h. **"Personal Data"** means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
 - i. **"Personal Information"** means: (i) information relating to an identified or identifiable individual in any form or medium; (ii) information related to an identified or identifiable individual that is protected under Applicable Law (including Personal Data); or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual. In the event that the definition of Personal Information in this DPA is inconsistent with a definition of Personal Data, Personal Information, or similar concept under an Applicable Law, then the definition of such concept under the Applicable Law shall prevail solely to the extent of the inconsistency.
 - j. **"Protected Data"** means the Personal Information to which Client has granted Cognizant access for the performance of Cognizant's obligations under the Agreement.
 - k. **"Security Incident"** means the unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data caused by Cognizant's breach of this DPA. Security Incidents will not include unsuccessful attempts to Access Protected Information or to interfere with system operations in an information system, such as "scans" or "pings" on a firewall.
 - l. **"Security Standards"** has the meaning set forth in Section 5 of this DPA.
- 2.2. All capitalized terms that are not expressly defined in this DPA will have the meaning given to them in the Agreement. All examples are illustrative and not the sole or exclusive examples of a particular concept.

3. General Obligations.

- 3.1. Compliance. Cognizant agrees that, during the period in which Cognizant has been given Access to Protected Data, it will comply with its obligations under Applicable Laws. Cognizant will provide commercially reasonable information, assistance, and cooperation regarding the processing of Personal Information as Client may reasonably require to enable Client to comply with Applicable Laws, including (when required by Applicable Laws) assisting Client (at Client's expense) with its security, notification, communication, recordkeeping, and reporting obligations under Applicable Laws.

- 3.2. Purpose Limitation. Cognizant agrees that it will Access Protected Data: (i) in accordance with the lawful, written instructions of Client (provided such instructions are reasonable and provided that Client shall be responsible for any material costs incurred by Cognizant in order to comply with such documented instructions); (ii) for the proper management and administration of Cognizant or to carry out Cognizant's legal responsibilities under Applicable Laws; and (iii) to fulfill its obligations under the Agreement and the relevant Statement(s) of Work.
- 3.3. International Transfers of Personal Information. When applicable, and where required by Applicable Laws, the Parties agree to execute appropriate data transfer agreements to ensure the lawfulness of cross-border transfers of Personal Information.
- 3.4. Duty of Confidentiality. Cognizant agrees that Authorized Persons to whom Cognizant has granted Access to Protected Information will be subject to a duty of confidentiality (whether such duty is contractual, statutory, or otherwise).
- 3.5. Individual Rights. Cognizant will reasonably assist the Client to fulfill or resolve an individual's request for access to his or her Personal Information, including with respect to a request from a data subject to exercise any of his or her rights under Applicable Laws (including the rights of access, correction, blocking, objection, erasure and data portability, as applicable). If Cognizant receives such a request directly from the individual(s), Cognizant will promptly inform Client of the request.
- 3.6. Prohibited Personal Information. Client will not provide Cognizant with Access to Personal Information that contains any special categories of Personal Data or information related to criminal convictions and offenses that are not expressly disclosed in the relevant SOW(s).

4. Obligations for Special Categories of Personal Information.

- 4.1. European Data Protection Requirements. If Cognizant or a Cognizant Affiliate: (i) is established within the European Economic Area ("EEA"), Switzerland, or the UK and processes Personal Data of EEA or UK data subjects on behalf of Client or a Client Affiliate as part of the Services; (ii) processes Personal Data on behalf of a Client Affiliate established in the EEA, Switzerland, or the UK as part of the Services; or (iii) processes the Personal Data of data subjects located in the EEA, Switzerland, or the UK on behalf of the Client or a Client Affiliate as part of the Services, then the Parties will enter into additional EU-specific data privacy terms with respect to the Services that involve processing of such Personal Data.
- 4.2. HIPAA. If and to the extent Cognizant has Access to Protected Health Information as defined at 45 C.F.R. §160.103 ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then the Parties shall enter into a mutually agreeable Business Associate Agreement subject to the provisions of the Agreement.

5. Security Standards.

- 5.1. Minimum Security Standards. Cognizant agrees to implement and maintain commercially reasonable and appropriate administrative, technical, organizational, and physical controls designed to provide a level of security appropriate to the risk and to

protect the confidentiality, integrity, and availability of Protected Data (“**Security Standards**”), including: (i) controls designed to secure facilities, infrastructure, data centers, servers, hard copy files, systems, equipment, applications, and devices used to Access Protected Data, including controls to monitor, prevent, detect, and respond to Security Incidents; (ii) policies and practices limiting Access to Protected Data only to Authorized Persons; and (iii) procedures to regularly assess and evaluate the effectiveness of the Security Standards.

5.2. Training. Cognizant will provide privacy and security training for all Authorized Persons who Access Protected Data.

5.3. Client Responsibility for Employee Personal Data. To the extent that Client has Access to Employee Personal Data, Client shall implement and maintain, in compliance with Applicable laws, a data privacy and security program to protect Employee Personal Data to a standard materially the same as those required of Cognizant hereunder. Client shall collect only the minimum necessary amount of Employee Personal Data to comply with Client’s obligations under Applicable Laws.

6. Return and Disposal of Protected Data. Upon the earlier of Client’s written request or termination or expiration of the Agreement, Cognizant will securely destroy or, at Client’s expense, return the Protected Data in accordance with Client’s reasonable written instructions. Cognizant agrees to return or destroy Protected Data within ninety (90) days of receipt of Client’s written request or expiration or termination of the Agreement, as applicable; provided, however, that Cognizant may retain copies of Protected Information that Cognizant is legally required to retain, subject to a continued obligation to hold the same in confidence in accordance with this Agreement.

7. Security Incident Response.

7.1. Security Incident Response Program. Cognizant will maintain an incident response program in compliance with Applicable Laws to respond to Security Incidents.

7.2. Notice, Investigation, and Remediation. In the event of a Security Incident, Cognizant will notify Client without undue delay (and in no event more than seventy-two (72) hours after confirmation of the Security Incident). This notification will include, to the extent known at the time notice is sent: (i) a description of the Security Incident; (ii) the categories and types of Protected Data affected; and (iii) if applicable, the categories and number of data subjects and individual records affected. Additionally, Cognizant will promptly investigate and remedy the Security Incident, take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further Security Incidents, and take other actions required of it by Applicable Laws.

7.3. No Unauthorized Statements. Except as required by Applicable Laws, neither Party will make public statements concerning a Security Incident that references or identifies either Party, unless both Parties have provided express written consent for any such statement prior to its release.

8. Change in Law. If an Applicable Law becomes effective after the execution of this DPA and is inconsistent with the terms of this DPA or otherwise requires the Parties to amend this DPA or change the Services, the Parties agree to enter into good faith negotiations to make

required changes to the Security Standards, the Services, and/or to amend this DPA or the Agreement.

- 9. Survival.** Cognizant's obligations under this DPA will survive termination or expiration of the Agreement and/or completion of the Services solely to the extent Cognizant is required to Access Protected Data.

IN WITNESS WHEREOF, Cognizant and Client have caused this DPA to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED

CITY OF OLYMPIA

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____