

Representative Supplier Contract Terms & Conditions

(November 2024)

-Confidential-

This Master Services Agreement (the "Agreement") is made and entered into on _____ (the "Effective Date") by and between Grange Insurance Company, its subsidiaries and Affiliates ("Grange"), having its principal office located at 671 South High Street, Columbus, Ohio 43206, and ("Supplier"), with an address of, _____ each contracting entity herein is a "Party", or collectively "Parties". These Terms and Conditions are for **representative purposes only and do not represent all or the specific terms and conditions to which the parties could agree, and in no way constitute an offer.**

WHEREAS, Supplier is engaged in the business of providing professional services and/or products; and

WHEREAS, Grange desires to obtain the professional services and/or products provided by Supplier;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree to the Agreement as follows:

Section 1 - Services and Products Definitions; Grange Duties

1.1. When used throughout this Agreement hereafter, the term

- (a) "Supplier" shall also include Supplier, Supplier's subsidiaries, Supplier's Affiliates, and Supplier's subsidiaries' and Affiliates' employees, agents, representatives, subcontractors, independent contractors, and other third parties providing Services and/or Products pursuant to this Agreement. Supplier shall provide the services, advice, work product, support, maintenance, and other deliverables (collectively, the "Services") as set forth in one or more statements of work, or work order (each a "Statement of Work" or "SOW") agreed between Grange and Supplier, which shall be attached hereto and/or by reference incorporated herein.
- (b) An "Affiliate" means, as to Supplier or Grange, any entity that, at any given time, directly or indirectly, controls, is controlled by or is under common control with Supplier or Grange, as applicable, whether through ownership of voting shares, by contract or otherwise
- (c) Unless otherwise specifically stated in this Agreement, the term "Product" shall mean hardware, appliances, equipment, software, and other products, whether or not technology related, and related documentation which are manufactured, licensed, provided and/or resold by Supplier as set forth in one or more SOWs and/or invoices.
- (d) "Software" means any software, including software as a service, used or intended to be used in performing or otherwise in connection with the Services in this Agreement.

- 1.2. Grange will timely provide Supplier with the documentation, information, access to its personnel and cooperation that Supplier reasonably requires to provide the Services and Product(s).
- 1.3. Supplier may perform the Services with personnel of Supplier or any of its affiliates (each, a "Supplier Entity" and, collectively, "Supplier Entities") or with subcontractors of Supplier Entities. Supplier shall be solely responsible for the performance of the Services and all of the other liabilities and obligations of Supplier under this Agreement, whether or not performed, in whole or part, by Supplier, any other Supplier Entity, or any subcontractor of any Supplier Entity.

Section 2 - Pricing & Expenses

- 2.1. Grange will not reimburse Supplier for any expenses that have not been pre-approved in writing by Grange. In no event will pre-approved expenses exceed 10% of any SOW.
- 2.2. Supplier fees for the Services and/or Product(s) and a description of reimbursable expenses shall be set forth in U.S. Dollars in the applicable SOW, and invoice if applicable, and shall, when possible, be itemized by resource and resource hours worked, rate, product, service, and taxes to support invoice verification.
- 2.3. Supplier will make all reasonable efforts to achieve the lowest possible expenses and agrees to the following:
 - (a) Expenses will be invoiced at cost.
 - (b) An expense detail will be provided with each invoice and receipts will be made available to Grange upon request.
 - (c) Travel arrangements will be made as far in advance as possible.
 - (d) Airfare accommodations will be booked at lowest price class available.
 - (e) Hotel accommodations will not exceed \$150.00 per night unless approved in advance by Grange.
 - (f) Travel hours will not be billable.
 - (g) Rental cars will not be reimbursed.
 - (h) Entertainment expenses will not be reimbursed (example – movies, health clubs).
 - (i) Maximum reimbursement for meals is \$10.00 for breakfast, \$15 for lunch, and \$25.00 for dinner; alcoholic beverages will not be reimbursed. Reimbursement amounts are per person, per meal and will not be accumulated, rolled over, or shared.

Section 3 - Invoice

- 3.1. Invoice Terms: Supplier shall invoice Grange monthly for Products and Services at the rates and terms set forth in the SOW. All fees for Products and/or Services, and expenses as set forth in Section 2 above shall be invoiced in U.S. Dollars. Invoices shall be itemized such

that they can be verified against the SOW. Receipt of an invoice that is sent electronically shall be deemed to occur when sent via electronic mail to Grange, if sent during normal business hours (eastern standard time), and if not, then on the next business day.

- 3.2. Invoice Schedule: Supplier agrees to submit an invoice in accordance with any periodic payment schedule as explicitly stated in an applicable statement of work, itemized for all hours worked, tasks performed (in reasonable detail) to which project, expenses to be reimbursed, any applicable software or hardware, and any other charges.
- 3.3. Invoice Delay. If there is a delay in the delivery of any type of invoice by Supplier to Grange, and the delayed invoice is received within ninety (90) days of services rendered, subject to Paragraph 1 Invoice Terms above, and within the same calendar year, Grange shall pay such invoice within forty-five (45) days of receipt. Except for charges that are incurred within the last ninety (90) days of the calendar year, subject to the Payment Terms below, Grange shall not be responsible for payment of any delayed invoices received in a subsequent calendar year.

Section 4 - **Payment Terms**

- 4.1. Payment Schedule. Subject to the invoice terms in Section 3 payment on invoices will be due in U.S. Dollars within forty-five (45) days of receipt.
- 4.2. Payment of Taxes.
 - (a) Unless otherwise expressly set forth in the applicable Statement of Work, Grange will pay to Supplier all taxes that are measured directly by payments made under this Agreement and are required to be collected by Supplier or paid by Supplier to tax authorities. This provision includes sales, use and excise taxes but does not include Supplier's franchise taxes, taxes based on Supplier's income, or taxes from which Grange is exempted by law. Grange reserves the right to contest any tax that it believes in its good faith judgement is not due and payable by Grange. If Grange should pay any such tax to Supplier and it is later held by an applicable taxing or government authority that such tax was not due, Supplier will refund the amount thereof to Grange within 30 days of the written proof that the tax was not due with interest at 1 ½ percent per month calculated from the time the tax was originally paid by Grange to the date that Grange receives the tax refund from Supplier.
 - (b) In no event shall Grange be responsible for taxes based on the net income of Supplier. Supplier shall be solely responsible for taxes based on the net income of Supplier. Supplier shall be solely responsible for the timely request for collection from Grange, and the timely reporting and remittance to the appropriate governmental authority of applicable taxes, including all penalties for any failure by Supplier to pay, withhold, or report such taxes. Grange shall not be responsible for any late fees or penalties due to Supplier's failure to invoice Grange for taxes or to timely remit payments made by Grange to the applicable authorities.

- 4.3. Payment Disputes. If there is a good faith dispute regarding any invoice rendered or amount paid, the disputing Party shall notify the other in writing thereof, and the parties shall use their best efforts to resolve such dispute expeditiously. If the disputing Party notifies the other in writing of a disputed invoice or payment, and there is a good faith basis for such dispute, the time for paying the portion of the invoice in dispute shall be extended by a period of time equal to the time between receipt of such notice and the resolution of such dispute. Undisputed portions of any invoice shall be paid as stated above.
- 4.4. Grange acknowledges that Supplier is entering into this Agreement on behalf of itself and as agent for each of its non-US Affiliates, if any, that may provide services under this Agreement, and that Supplier will bill and collect on behalf of such non-US Affiliates amounts payable to Supplier pursuant to this Agreement and remit to such non-US Affiliates any amounts collected on behalf of its non-US Affiliates.

Section 5 - Term

The Term of this Agreement shall commence on the Effective Date as set forth above and continue for a period of five (5) years. This Agreement will not automatically renew. Either Party may submit a written notice of its desire to renew the Agreement at least ninety (90) days prior to the end of the Term, however, renewal terms may be subject to renegotiation.

Section 6 - Suspension of Services

- 6.1. By Supplier: If Grange should fail to make any undisputed fee or expense reimbursement payment to Supplier when due or otherwise breach the Agreement and/or any Statements of Work or Attachments, Supplier shall have the right to suspend provision of the Products and/or performance of the Services, in whole or in part, and/or to terminate its engagement to provide the Products and/or perform the Services, in whole or in part. Upon any such suspension or termination, Supplier shall be entitled to immediate payment for all work performed and expenses incurred or committed by Supplier through the date of suspension or termination.
- 6.2. By Grange: Grange reserves the option to suspend further Services and/or Products if, for example, the Services and/or Products provided do not comply with the terms and conditions of this Agreement including the applicable Statement of Work, or results in incorrect outputs or results as a result of failure by Supplier to perform its obligations as required under this Agreement to the extent not attributable to Grange (each such event, a "Deficiency"). In the event that Grange directs a suspension of Services and/or Products, the remaining work shall be suspended pending written notice by Grange to continue the Services and/or Products. At Grange's request, Supplier shall, at its sole cost and expense, promptly remedy such Deficiency and/or re-perform such Services in accordance with the terms and conditions of this Agreement. Any ensuing costs that may be incurred by Supplier due to curing the Deficiency will not be passed on by Supplier to Grange. In the event that a suspension lasts longer than thirty (30) days, without cure of the Deficiency,

then Grange may declare a material breach and terminate this Agreement for cause upon five (5) days' written notice to Supplier without regard to Section 7 below.

Section 7 - Termination for Cause

Either Party may terminate this Agreement immediately upon written notice (a) with the occurrence of a material breach by the other Party, which material breach has not been cured within thirty (30) days written notice, or (b) when the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

Grange has the right to terminate for cause under the following unique conditions:

- (a) Merger, acquisition, and/or change of control to another organization.
- (b) A breach of Supplier's systems directly or indirectly impacting Grange.
- (c) Supplier's inability or unwillingness to comply with applicable laws or regulations.

Section 8 - Termination for Convenience

Either Party may terminate this Agreement, SOW, or any Service within a SOW for any cause or no cause, upon ten (10) days' written notice to the non-terminating Party at the address shown in the Notice section of this Agreement. Subject to the foregoing, promptly following a notice of termination, Supplier shall take all reasonable action to cause an orderly wind down of all work in progress so as to minimize further costs to Grange.

Section 9 - Termination of Services and Products

Except with respect to any termination due to a material breach by Grange pursuant to the above provisions, following the effective date of any termination of this Agreement or of any SOW and/or Service and/or Products by either Party, Supplier shall, as requested by Grange and for a period determined by Grange of up to three (3) months (such period, the "Transition Period"), (a) continue to provide the Services and Products of the SOW and perform its other responsibilities under this Agreement as requested by Grange, and (b) provide to Grange and, at Grange's written request, Grange's designee(s), such reasonable termination assistance services requested outlined in writing by Grange to assist Grange and its designee(s) in smoothly transitioning Grange to one or more third parties, products, and/or services designated by Grange (the "Termination Services"). Grange will compensate Supplier as applicable for the Termination Services performed by Supplier at the same rates as those paid by Grange for the most recent Service and/or Product of the SOW and invoice which is being terminated, or if no such rates are provided under the applicable SOW or invoice, at such rates as may be mutually agreed upon by the parties. All terms and conditions of this Agreement shall continue to apply during the Transition Period, the term shall be deemed extended to include the Transition Period (and the effective date of the termination by either Party shall be extended to include the Transition Period), and Supplier will perform all Termination Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness

and resource efficiency at which it was required to provide the same or similar services prior to termination, and will ensure that the quality and level of professional service and/or product is not degraded during any Transition period (unless otherwise requested by Grange).

Section 10 - **Effect of Termination**

10.1. Subject to Section 6 above, in the event this Agreement is terminated for any reason, Grange shall pay Supplier within thirty (30) days of the termination any amounts owed, but not yet paid, for approved expenses incurred and work performed prior to termination. Upon any expiration or termination thereof, or at any time upon Grange's written request, Supplier shall promptly provide to Grange all deliverables, including Services and/or Products under the applicable SOW (whether complete or incomplete), which have been paid for in full by Grange.

10.2. Upon any termination for cause by Grange:

a) Supplier shall refund to Grange any prepaid fees covering the remainder of the term of all Services and/or Products after the effective date of termination, and

b) in the event that Supplier provides software as a service (SAAS) or other comparable services pursuant to this Agreement, SOW, or service order, Supplier shall deposit the source code to the SAAS pursuant to an escrow agreement attached hereto.

Section 11 - **Consultants**

11.1. If any individual assigned by Supplier to perform Services pursuant to this Agreement (a "Consultant") has completed a minimum of six (6) months or one hundred eighty (180) days of continuous full-time work at Grange for Supplier, then Grange may employ or engage the services of such Consultant, either directly or indirectly, without any financial compensation or liquidated damages payment owed to Supplier from Grange.

11.2. If such Consultant has not completed at least six (6) months of continuous full-time employment at Grange for Supplier, then Grange and Supplier may agree on a reasonable amount of liquidated damages payable to Supplier but in no event will liquidated damages be more than an amount equal to 10% of first-year's salary with Grange.

11.3. Grange reserves the right at any time and for any reason to request that Supplier substitute the Consultant with another individual who will perform the Services and provide the deliverables. In such event, Supplier shall use commercially reasonable efforts to address the request. Grange understands that in such event there may be a delay in the performance of such Services, Supplier will make good faith efforts to minimize such delay, and expenses, and will not penalize Grange for such request.

Section 12 - **Confidentiality & Disclosure - Definitions**

- 12.1. “Receiving Party” means the party receiving Confidential Information from Disclosing Party and includes employees or consultants necessary for Receiving Party to perform its obligations or exercise its rights under this Agreement.
- 12.2. “Disclosing Party” means the party, inclusive of its employees, agents, third-parties or other affiliated individuals, disclosing Confidential Information to Receiving Party.
- 12.3. “Confidential Information” includes, but is not limited to any one of the following in any form or medium, or made accessible by Disclosing Party available over a computer network, and whether or not marked confidential, restricted, proprietary, or with a similar designation:
- 12.3.1. Nonpublic Information which means information that is not Publicly Available Information as that term is defined below* and is:
- (a) Business related information of a Disclosing Party the tampering with which, or unauthorized disclosure, access or use of which, would cause a material, adverse impact to the business operations or security of the Disclosing Party;
 - (b) Any information concerning a natural person or that person’s legal representative (“Individual”) which because of name, number, personal mark, or other identifier can be used to identify such Individual, in combination with any one or more of the following data elements:
 - i. Social Security number,
 - ii. Driver’s license number or non-driver identification card number or passport number,
 - iii. Account number, credit or debit card number.
 - iv. Any security code, access code or password that would permit access to an Individual’s financial account, or
 - v. Biometric records;
 - (c) “Personal Information” which means:
 - i. Any individually identifiable information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to an Individual that is gathered a) in connection with an insurance transaction, or b) in connection with any other permitted transaction;
 - ii. Any of the following:
 - 1. Account balance information or payment history;
 - 2. the fact that an Individual is or has been one of Grange’s policyholders, insureds, applicants, beneficiaries, claimants, or has obtained an insurance product or service from Grange;

3. Any information about an individual if it is disclosed in a manner that indicates that the Individual is or has been Grange's policyholder, insured, applicant, beneficiary, claimant, unless such disclosure is required by federal or state law for reporting purposes;
 4. Any Individual information in connection with collecting on a loan, or servicing a loan;
 5. Any information about an Individual collected through an information-collecting device from a web server, such as internet cookies;
 6. Information from a consumer report;
 7. Information that would enable judgments, directly or indirectly, to be made about an Individual's character, habits, avocations, finances, occupation, general reputation, credit, health, or other personal characteristics;
 8. Health Information which means:
 - a. Any information or data, except age or gender, in any form or medium created by or derived from a health care provider or an Individual and that relates to:
 - b. The past, present or future physical, mental or behavioral health or condition of any Individual or a member of the Individual's family,
 - c. The provision of health care to any Individual, or
 - d. Payment for the provisions of health care to any Individual.
- iii. includes collections or sets of individually identifiable information pertaining to more than one Individual. "Personal information" does not include "De-identified Information" which is defined as: information that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular Individual, provided that Supplier who/which uses De-identified Information:
1. Has implemented technical safeguards designed to prohibit re-identification of the Individual to whom the information may pertain.
 2. Has implemented reasonable business policies that specifically prohibit re-identification of the information.

3. Has implemented business processes designed to prevent inadvertent release of de-identified information.
 4. Makes no attempt to re-identify the information.
- iv. "Sensitive Personal Information" which means information that reveals:
1. an Individual's social security, driver's license, state identification card, or passport number;
 2. an Individual's account log-in or financial account, debit card, or credit card numbers in combination with any required security or access code, password, or credentials allowing access to an account;
 3. an Individual's precise geolocations;
 4. an Individual's racial or ethnic origin, religious, or philosophical beliefs;
 5. union membership;
 6. the contents of an Individual's personal mail, personal email, and personal text messages unless the person in possession is the intended recipient of the communication;
 7. an Individual's genetic data;
 8. an Individual's sex life or sexual orientation;
 9. an Individual's citizenship or immigration status;
 10. an Individual's health information;
 11. an Individual's biometric information.

* "Publicly Available Information" means any information that a Receiving Party has a reasonable basis to believe is lawfully made available to the general public from: federal, state or local government records; widely distributed media; or disclosures to the general public that are required to be made by federal, state or local law. For the purposes of this definition, a Receiving Party has a reasonable basis to believe that information is lawfully made available to the general public if the Receiving Party has taken steps to determine (1) that the information is of the type that is generally known to the public; and (2) whether a person can direct that the information not be made available to the general public and, if so, that such person has not done so.

12.3.2 without limitation, any oral, written, graphic or machine-readable information relating to released or unreleased Disclosing Party software or online products and/or services;

12.3.3 "Grange Data" which means Grange information, data, and materials maintained or transmitted to or through the systems or services that are provided by or on behalf of Supplier, and all other data collected by Supplier or accessible to Supplier from Customer

during the course of performance of the master services agreement between Supplier and Grange (the “Agreement”);

12.3.4 the marketing or promotion of any Disclosing Party product and/or services;

12.3.5 Disclosing Party’s proprietary information, business policies or practices, financial information, client lists, any and all information related to the identity of an agency, producer, or licensee and their client lists, insured’s or claimants’ data, employees’ data, technical information, computer systems, infrastructure designs, data, data structures, analysis, compilations, studies, trade secrets, ideas and concepts, methodologies, techniques, templates, generic tools, processes, software, routines, algorithms, code, expressions and data conceived, developed, and any and all other documentation and information, including claims information of any kind;

12.3.6 all information relating to Disclosing Party’s process automation platform, supporting business processes, proprietary technology, information and know how, from time to time, for the provision of process automation utilities and services, together with all related user or technical documentation, known at the date of this Agreement.

12.3.7 all information specifically relating to each and every claim presented under any and all policies issued by Grange;

12.3.8 the terms and conditions of this Agreement but does not include the existence of this Agreement.

Section 13 - **Confidentiality & Disclosure - Obligations**

- 13.1. Receiving Party will maintain the Confidential Information in the strictest confidence and will not access, use, publish, alter, or copy any Confidential Information, or disclose it to or share it with any third-parties except for purposes of performing its obligations or exercising its rights under this Agreement or an applicable SOW (or with prior written consent of Disclosing Party). Under no circumstance may Receiving Party use the Confidential Information to market or develop any products or services, aid in development or manufacturing processes or assist or accelerate research and development.
- 13.2. Receiving Party will safeguard all Confidential Information, using processes (including security measures) no less rigorous than it uses to protect, avoid unauthorized access, use, disclosure, destruction, loss, publication, alteration, or dissemination of its own confidential information of a similar nature and importance, provided that in no event will such measures be less than what is commercially reasonable under the circumstances. At a minimum, Receiving Party agrees to (a) securely store and segregate Confidential Information from its or other’s confidential information; and (b) not use the Confidential Information except for purposes of performing its obligations hereunder and to exercise its rights as specifically granted in this Agreement (the “Purpose”) and to (c) disclose

Confidential Information only to Receiving Party's employees, subcontractors and/or consultants (provided that Receiving Party has done its due diligence to ensure that such subcontractors and/or consultants are not subsidiaries or affiliates of insurance competitors of Disclosing Party) on a need-to-know basis and ensure that all such individuals are aware of and adhere to the non-disclosure terms reasonably consistent with this Agreement. Receiving Party will not copy, alter, modify, disassemble, reverse engineer or decompile, or provide access to any of Disclosing Party's Confidential Information without Disclosing Party's prior written consent. Receiving Party shall comply with all state and federal privacy laws, including the provisions of the Gramm-Leach-Bliley Act. Further, Supplier will ensure that no Confidential Information is sold, rented, assigned, leased, or otherwise disposed of to third parties by Supplier, or commercially exploited by or on behalf of Supplier;

- 13.3. To the extent permitted by law, should Receiving Party receive a governmental order to disclose the information, Receiving Party will: promptly notify Disclosing Party of the order's existence and scope; assist Disclosing Party with any challenge to the validity or scope of the order; and comply with any applicable protective order or equivalent.
- 13.4. The confidentiality obligations herein shall survive the termination or expiration of this Agreement for a period of seven (7) years.

Section 14 - **Confidentiality & Disclosure - Limitation**

- 14.1. With the exception of Nonpublic Information, Confidential Information will not include any information that Receiving Party can demonstrate and document: (a) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party unless the Receiving Party knew or had reason to know at the time of its receipt that the information was obtained by any prior person or entity in violation of obligations of confidentiality or restriction or was otherwise not lawfully obtained; (b) was known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (c) was known to Receiving Party from a third party without any restriction or obligation of confidentiality; or (d) is independently conceived of and developed by employees or consultants of Receiving Party without any access to Disclosing Party's information, as proven by written records.
- 14.2. Notwithstanding anything to the contrary set forth in this Agreement, in no instance may Supplier (a) access and/or use any Confidential Information, unless such access, and/or use is specifically authorized by Grange to enable performance for the Purpose hereunder, and (b) release, transfer, store, disclose, disseminate, copy or download any Confidential Information.
- 14.3. Neither Party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other Party; provided that either Party may disclose the existence of this Agreement and either Party may disclose the terms of this Agreement: (a) to its legal counsel ; (b) in confidence, to accountants, banks, and financing

sources and their advisors solely for the purposes of a Party's securing financing; (c) in connection with the enforcement of this Agreement or rights under this Agreement; of (d) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation in connection with such transaction.

Section 15 - **Confidentiality & Disclosure - Return of Information**

Within ten (10) days of an express request Receiving Party shall (a) where possible, return all of the Disclosing Party's Confidential Information received under this Agreement, including all copies or partial copies thereof in any form or format, (b) destroy any such information that cannot be returned, using methods reasonably acceptable to the Disclosing Party, and provide the Disclosing Party with a written certification of its destruction signed by an officer of the Receiving Party. The Receiving Party may retain the Disclosing Party's Confidential Information to the extent required pursuant to the Receiving Party's regular record retention procedures, subject to (i) the Receiving Party's continued compliance with the terms and conditions of this Agreement with respect to all retained Disclosing Party Confidential Information; and (ii) destruction of retained Disclosing Party Confidential Information by the Receiving Party in accordance with the timing required by the Receiving Party's standard document retention and destruction policy using commercially reasonable methods, and (iii) ensure that the return of the Disclosing Party's Confidential Information is at no cost to the Disclosing Party.

Section 16 - **Confidentiality & Disclosure - Remedies**

- 16.1. Disclosing Party retains all rights and remedies afforded it under the patent, copyright, trademark, trade secret, and other laws of the United States or other relevant jurisdictions, and under the common law, and including, without limitation, any laws designed to protect confidential or proprietary information.
- 16.2. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive and other equitable relief (without bond and without the necessity of showing actual monetary damages) as may be deemed proper by a court.
- 16.3. In addition to the Notice requirements set forth above in this Agreement, in the event of an unauthorized disclosure, unauthorized use, unauthorized sharing, unauthorized alteration, unauthorized copying, and/or unauthorized access of Confidential Information while such Confidential Information is/was in the possession of Receiving Party (each an "Unauthorized Disclosure"), Receiving Party shall, at its own cost and expense, cooperate with Disclosing Party in every reasonable and practical way upon Disclosing Party's request to: (a) promptly conduct a forensic investigation to ascertain the nature and extent of the Unauthorized Disclosure, (b) within three (3) Business days ("Business Days" means Monday through Friday) of the Notice to Disclosing Party a written summary to Disclosing Party that sets forth in detail the root cause, nature and extent of the Unauthorized

Disclosure, the kinds and types of Confidential Information affected, any impact on the performance of this Agreement, and any corrective action taken or planned by Receiving Party; (c) help Disclosing Party notify applicable law enforcement authorities and commissioners of the state insurance departments of the Unauthorized Disclosure, if applicable; (d) notify those persons whose Personal Information and/or Sensitive Personal Information has been subject to Unauthorized Disclosure (“Personal Data Incident”); and (e) prevent further Unauthorized Disclosure, use and/or access of Confidential Information.

16.4. Additional Requirements in the Event of a Personal Data Incident. In addition to the above, in the event of a Personal Data Incident, or in the event that Supplier reasonably believes there has been a Personal Data Incident, Supplier shall take the following actions: (a) identify for and disclose to Grange in writing at no cost to Grange the specific data, by customer and/or account number, which has or may have been breached; (b) monitor any affected accounts for any unusual activity (if appropriate); and (c) to the extent such Personal Data Incident is a result of the negligent act or omission by Supplier: (1) take measures immediately designed to contain and control the incident and prevent further unauthorized disclosure, use, alteration, and/or access, (2) implement a plan designed to remedy the circumstances that permitted such Personal Data Incident to occur, and (3) cooperate with Grange as reasonably necessary to facilitate Grange’s compliance with any applicable privacy laws regarding unauthorized disclosure, use and/or access of Personal Identifiable Information. Supplier will be liable for all reasonable and necessary costs (including costs relating to forensic investigations, costs of notice to individuals and other credit monitoring and credit restoration charges) and will defend and indemnify Grange from and for any fines, sanctions, and all expenses associated with any Personal Data Incident, including those incurred from Grange having to hire external counsel and/or consultants.

Section 17 - **Confidentiality & Disclosure - Inspection**

In addition to Section 40 below, Disclosing Party may visit Receiving Party’s premises at Disclosing Party’s sole cost, with no fewer than thirty (30) days prior written notice to Receiving Party and during Receiving Party’s normal business hours, to review Receiving Party’s compliance with the terms of all sections of this Agreement entitled Confidentiality and Disclosure.

Section 18 - **Confidentiality & Disclosure - Miscellaneous:**

All Confidential Information is and will remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party’s patents, copyrights, trademarks, trade secret information, other intellectual property rights, or ownership rights unless otherwise set forth in this Agreement.

Section 19 - **Warranties & Representations**

19.1 Supplier represents that:

- (a) Supplier has the full right, power and authority to enter into this Agreement and perform its obligations outlined herein.
- (b) Supplier is a duly organized and validly existing corporation organized under the laws of the state of Ohio.
- (c) all licenses and/or other rights, if any, transferred or granted hereunder to Grange by Supplier are free and clear of all liens, claims, demands and encumbrances of any kind whatsoever;
- (d) no employee, agent or representative of Grange has been offered, has received, or shall receive, directly or indirectly, any material benefit, free, commission, dividend, gift, or consideration of any kind in connection with this Agreement, and Supplier shall not, at any time offer gratuities or any material merchandise, cash, services or other inducements to the employees, agents or representatives of Grange as incentive for subsequent purchases.
- (e) as of the Effective Date, there is no outstanding litigation, arbitrated matter or other dispute to which such Supplier is a party, which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on Supplier's ability to fulfill its obligations under this Agreement.
- (f) no consent, approval or withholding of objection is required from any entity, including any governmental authority, with respect to Supplier's entering into this Agreement.

19.2 Supplier warrants that:

- (a) no Viruses will be coded or introduced into any Software or equipment used to provide the Services, into the Grange Systems as that term is defined in Section 25 , or any work Products or other materials prepared by or on behalf of Supplier in the course of performing the Services; and (ii) if any Virus is discovered in any of the foregoing, Supplier will immediately mitigate the adverse effects of the Virus and, if the Virus causes a loss of operational efficiency or loss of data, in mitigating such losses and restoring Grange to its pre-loss position. "Virus" means: (a) Code intentionally constructed to, or that has the ability to, damage, interfere with or otherwise adversely affect other Code, computer programs, data files, or operations; and/or (b) any other Code typically designated to be a virus, including any Trojan horse, worm, or harmful or disruptive component. "Code" means computer programming code (including microcode, as applicable).
- (b) notwithstanding anything to the contrary in the Agreement, any Exhibits and/or Statement(s) of Work, Supplier will not de-identify, sell, distribute, commercially exploit, aggregate, data mine, analyze, benchmark or otherwise use or disclose any Grange Confidential Information, Grange Data or Personal Information (including any anonymized, de-identified or aggregated Grange Confidential Information, Grange Data or Personal Information) for any purpose other than to provide the Services to Grange under this Agreement and the applicable Statement(s) of Work.

- (c) the functionality of the Products will not be materially decreased during any subscription term;
- (d) Supplier will notify Grange during the pendency of this Agreement of (a) any outstanding litigation, arbitrated matters, or other disputes which Supplier reasonably expects to have potential or actual adverse effect on Supplier's performance under this Agreement; and (b) any outstanding litigation, arbitrated matters, or other disputes with respect to any owner or licensor of any Supplier materials which Supplier reasonably expects to have potential or actual adverse effect on Supplier's performance under this Agreement.
- (e) in the event that Supplier is an authorized reseller of Products which Product(s) are being consumed by Grange, and for which Supplier has received a pass-through warranty from the manufacturer, Supplier will pass through such warranty to Grange.
- (f) the Services performed under this Agreement shall, in all material respects, conform to all details set forth in the Statements of Work, Schedules, Attachments, and Exhibits.
- (g) the Products provided under this Agreement shall, in all material aspects, conform to all specifications and documentation.
- (h) deliverables made as a result of the Products and Services provided pursuant to this Agreement shall not infringe on any third-party trademark, service mark, copyright, patent, trade secret, or other protected third-party intellectual property.
- (i) there will be no methods for gaining access to Grange's computer resources or data of Grange (such as master access key, ID, password, backdoor or other trap door) other than those required and approved by Grange under an applicable SOW.
- (j) all post-acceptance updates, changes, alterations or modifications, if any, to the Services and Products by Supplier shall be compatible with and shall not materially diminish the features or functionality of the Services and Products in accordance with all terms and conditions herein.
- (k) during the term of this Agreement, Supplier will comply with all applicable federal, state, and local laws, rules, regulations, rulings, directives, and binding governmental requirements currently in effect and as they become effective ("Laws") including but not limited to Laws pertaining to the privacy protection, confidentiality, security, and handling (including the opt-in/opt out selections and limitations on collecting, processing, retaining, or sharing of an Individual's Personal Information), and guidelines such as the Web Content Accessibility Guidelines

Section 20 - **Liability & Limitation of Liability**

- 20.1. Supplier will be liable to Grange for all actions of its employees, agents, representatives, subcontractors, independent contractors, or other third parties providing Services and/or Product(s) pursuant to this Agreement.

20.2. In no event shall either Party's aggregate liability to the other, based on first party direct claims, or Claims as that term is defined in Section 26, exceed the greater of (a) three (3) times the fees already paid under this Agreement, or fees to be paid if no fees have been paid at the time of the loss that gave rise to the first party claim or Claim under this Agreement, or (b) \$1,000,000. However, the limitations set forth in this Section entitled Liability & Limitation of Liability shall not apply to Losses, as that term is defined in Section 26, due to the following (which, for clarity, shall not be limited):

- (a) breach of either Party's obligations with respect to all terms of this Agreement in Sections 12 through 19; and Sections 21 through 25;
- (b) Supplier's obligation in Section 26 to defend and indemnify Grange from any Infringement Claim as that term is defined in this Agreement, as it relates to Product(s) and/or the results of Services provided under this Agreement;
- (c) bodily injury (including death) and Losses to the other Party's property;
- (d) Losses arising out of the gross negligence, malfeasance, or misconduct of the other Party;
- (e) the failure of one of the parties to pay subcontractors or failure to pay employee withholding, benefits or workers' compensation insurance;
- (f) Losses that are not covered by the other Party's insurance.

20.3. WITH THE EXCEPTION OF THE PROVISIONS IN 20.2 ABOVE, THE PARTIES EXPRESSLY WAIVE AND FORGO ANY RIGHT TO PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES AS A RESULT OF ANY CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH, TERMINATION, OR VALIDITY THEREOF.

Section 21 - **Security - Premises Security**

In the event that any of Supplier's employees, representatives, agents, designees, or subcontractors shall be in, on or about the premises of Grange, such persons shall (a) comply with requests, rules, and regulations of Grange regarding general safety and security practices or procedures (including the wearing of an identification badge or personal protective equipment), (b) be courteous and professional, and (c) otherwise conduct themselves in a professional and businesslike manner.

Section 22 - **Security - Drug Testing**

Supplier warrants that it will conduct drug testing of each individual who it proposes will work with Grange. Supplier warrants that if an individual proposed by Supplier fails the drug test, Supplier will either (1) not permit the individual to perform Services for Grange, or (2) notify Grange either before the individual begins performing the Services, or if the Services are already being performed by the individual, within three (3) business days of said individual's failed drug test, at which point Grange and Supplier agree to collaborate in good faith to

determine whether the individual should be permitted to perform Services for Grange, taking into account the nature of the Services being performed and the circumstances surrounding the failed drug test. Grange will notify Supplier when a Supplier conducted drug test is unnecessary as determined by Grange. If Grange suspects a person is under the influence of drugs or alcohol, Grange reserves the right to immediately remove the individual from performing the Services.

Section 23 - Security – Background Screening

Supplier warrants that any and all employees, agents, third parties, or other affiliated individuals providing service under this Agreement have completed a background screening and are at minimum, free of felony criminal conviction involving dishonesty, breach of trust, or sex related offenses, and have not been convicted of any, crimes of violence. For all other criminal offense(s), Supplier will conduct an assessment based on the nature and gravity of the offense(s), the time that has passed since the offense(s), the nature of the job duties to be performed by the individual as part of the Services and any other required factors to determine whether an individual will be assigned to perform the Services.

Section 24 - Security – Information, Location, Technology Security, and Breaches

To the extent Supplier uses its own systems, hardware and/or software in whole or in part in performance of the Services, the following subsections shall apply:

- 24.1. Supplier shall maintain an information security program that includes appropriate administrative, physical, and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity, and availability of any information technology systems and software and networks so as to : (a) ensure the security and confidentiality of Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; (c) protect against an Unauthorized Disclosure that could result in substantial harm or inconvenience to Grange; and (d) allow distribution of such Confidential Information in a secure manner. Further, Supplier will, upon written request, provide Grange with appropriate documentation evidencing appropriate safeguards listed above, such as, but not limited to, then current SOC 1 Type II and/or SOC 2 Type II reports. Supplier will update and adjust the Information Security Program, as appropriate, in light of any relevant material changes in (i) applicable technology or industry security standards, (ii) internal or external threats to Grange, or an Individual's Personal Information or (iii) Supplier's own changes to its applicable business policies, systems, or procedures.
- 24.2. To comply with the safeguard obligations generally described above, Supplier has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Confidential Information that could result in the Unauthorized Disclosure, misuse, alteration, destruction, or other compromise of such Confidential Information, and

assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems, policies and procedures.

- 24.3. At a minimum, such policies and procedures shall include risk assessment and controls for: (a) resumption of Supplier's business operations, including system and data access; (b) incident response; and (c) security of data and information. Supplier agrees to provide Grange with a summary of its current policies, procedures or programs, upon written request. Supplier will conduct disaster recovery testing at least annually and provide a summary of the test results to Grange, if requested in writing. Supplier warrants that it, its representatives, employees, and agents will, if applicable adhere to HIPAA and the requirement of the Health Information Technology for Economic and Clinical Act as incorporated in the American Recovery Aid Reinvestment Act of 2009 (the 'HITECH Act').
- 24.4. Supplier agrees to adhere to the Grange Security Policy attached hereto as Exhibit 1.
- 24.5. Service Locations. Supplier may only perform the Services from those Supplier facilities and Grange premises designated in the applicable Statement of Work (the "Service Locations"), and may only provide from each such Service Location those Services that are indicated in such Statement of Work as permitted to be provided from such Service Location, provided that the foregoing shall not prohibit individual Supplier Personnel ("Personnel" shall mean director, officer, employee, agent, advisor or consultant of Supplier, Supplier's Affiliates and/or subcontractor) (assigned to the provision of Services from telecommuting or working from alternate locations in the United States, subject to this Section 24. Without limitation of the foregoing, any Services of which more than a de minimis portion are provided by home-based Personnel (excluding Supplier's internal business functions related to the Services), must be identified in the applicable Statement of Work. Under no circumstances shall Supplier perform or provide any Services from Service Locations other than an approved Service Location or maintain or operate any Supplier Technology ("Supplier Technology" means, as the context requires, any Equipment, Software, tools, information technology, networks, systems, platforms or other resources that Supplier provides in connection with, or uses in the performance of, any Services (included those that are provided on a hosted, "cloud" or "as a service" basis) outside the United States, without Grange's written consent. The approved Service Locations for each Statement of Work (the "Approved Service Locations") will be set forth in an exhibit to such Statement of Work. Supplier shall remain fully responsible and liable for the performance of all Services performed at any Service Locations to the same extent as if such Services were performed by Supplier in the United States, including with respect to Supplier's obligation to comply with applicable Laws. "Equipment" means any hardware or equipment used or intended to be used in performing or otherwise used in connection with the Services hereunder, including computers and related equipment, such as central processing units and other processors, controllers, modems, network hardware, communications and telecommunications equipment (voice, data and video), cables, wires, storage devices, printers, terminals, other peripherals and input and output devices, and

other mechanical and electronic equipment intended for the processing, input, output, storage, manipulation, communication, transmission and retrieval of information and data.

- 24.6. **Supplier Facilities.** Supplier shall not, without Grange’s written consent (except pursuant to a Supplier’s Business Continuity and Disaster Recovery Plan as set forth in Section 9 of Exhibit 1), relocate any Services from any approved Service Location to another location nor establish a satellite facility for providing Services. Unless expressly provided otherwise in the applicable SOW, or as mutually agreed by the Parties in writing, all Supplier Facilities used to perform Services shall be compliant with ISO 27001 (or any replacement or superseding standard) certification requirements. Supplier shall provide copy of the ISO 27001 (or any replacement or superseding standard) certification to Grange. Supplier Facilities mean the physical location from where the Service(s) is/are being performed.
- 24.7. Supplier will access only those portions of Grange’s Systems, computer networks, server and other technology infrastructures which are necessary for performance/delivery of the Services. Supplier shall train all Supplier Personnel in the protection and security of Grange Systems, Confidential Information of Grange, Grange Data as defined in Exhibit 1, and work products, and in training the Supplier Personnel, Supplier shall verify that each Supplier Personnel is knowledgeable on the applicable Laws, controls, policies and rules. (“Systems” means collectively, the network, servers, Software and the Equipment, including any associated attachments, features, accessories, peripherals, and cabling, and all additions to, modifications of, substitutions for, upgrades to, or enhancements to such Software and Equipment.)
- 24.8. **Restrictions in Use of Wireless Technology and Certain Devices.** Unless otherwise mutually agreed by the parties and set forth in an SOW, Supplier shall not transmit Confidential Information of Grange via any wireless technology, e-mail or the Internet unless the connection is secure or the information is encrypted. Supplier shall not store, manage, move or maintain any Confidential Information of Grange on any Supplier System, including any portable computing device, tablets, laptop or desktop computer’s hard drive, portable endpoint device (e.g., a zip drive, USB flash memory or thumb drive, mp3 player, personal digital assistant, or smartphone (such as Android, iPhone, Windows Phone or Blackberry)) or on any form of removable or transportable media (e.g., tape, zip drive or CD-ROM) (and in the event Grange gives such consent, such Confidential Information must be fully encrypted to a standard approved by Grange in writing).
- 24.9. **Restrictions on Use of Artificial Intelligence Tools (“AI Tools”)** Tools. An “AI Tool” (including, but not limited to, ChatGPT, Bing, Jasper, or Bard AI) is any software application that uses artificial intelligence algorithms to perform a task. Unless otherwise mutually agreed by the Parties and set forth in an SOW, Supplier shall not input Confidential Information of Grange into any AI Tool. Under no circumstances may Supplier enable artificial intelligence tools that make decisions that affect Grange’s business, including, but not limited to, the underwriting of insurance, insurance claims, and human resource matters. Supplier shall ensure that a human being is in the loop for any final decisions regarding Grange’s business.

24.10. Security Incident. Supplier will, and will cause the Supplier Personnel to, inform Grange within three (3) Business Days of any breaches in electronic or physical security or potential or suspected breaches in electronic or physical security at any of the Supplier Systems, Supplier Facilities or at any Grange Premises or Grange computer network of which it becomes aware that have compromised or could compromise the Services in any way, including by compromising the security of Grange's Confidential Information ("Security Incident"). Supplier shall immediately take corrective actions to remediate any deficiencies in its security controls that are revealed and take steps to prevent any further non-compliance and breaches. In addition, Supplier will ensure that no access to any Grange Premises ("Premises" means the property owned or leased by Grange or any service recipient and designated for performance of Services in the applicable SOW) or any such System, including remote access through the Internet or other communication means, will compromise the logical or physical security of the Grange Premises or System. Supplier will be fully responsible and liable to Grange for any security breaches with respect to (a) any Supplier Facilities, (b) any Grange Premises and/or any System caused by Supplier or resulting from Supplier's acts or omissions (including failure to comply with this). To the extent that any Security Breach involves Grange Data, Grange (in its sole discretion) may provide notifications to any of its customers or employees, to any other person whose data is identified in the Grange Data and/or to the general public of such Security Breach and the implementation of the remediation plan. Continued or repeated non-compliance with the reporting obligations shall be considered a material breach of this Agreement. In addition, for any Services under an SOW, Supplier agrees to also implement the security requirements as set forth in Exhibit 1.

Section 25 - **Updates & Support**

25.1. Operating Systems: If pursuant to this Agreement, Supplier provides to Grange Equipment and/or Software that runs on or is dependent on specific operating systems, Supplier shall ensure that the Equipment and/or Software provided to Grange remains compatible with the required operating Systems as those operating systems become updated.

25.2. Equipment or software updates: If Supplier provides Equipment and/or software to Grange pursuant to this Agreement Supplier will ensure that Grange receives the most current updates or patches for the Equipment and Software.

25.3. Supplier shall make such updates available to Grange within sixty (60) days of a major operating systems release, within thirty (30) days of a minor release, and within seven (7) days of a critical vulnerability of either the Supplier's product or the operating system. If Supplier fails to provide these updates, Grange shall be entitled to one of the following three remedies:

- (a) source code escrow release as outlined in a separate agreement,
- (b) fee-free subscription going forward during the period that the product is out of compliance, or

(c) pro-rated refunds for amounts already paid for the period that the product is out of compliance.

25.4. Ongoing support: If (a) Grange makes periodic payments for a subscription service or ongoing support, then Supplier shall provide the support for as long as the payments are to be made, or (b) Supplier provides a product based upon a one-time payment by Grange, then Supplier shall provide support for no fewer than five (5) years from the Effective Date.

Section 26 - **Indemnification & Defense**

26.1. Each Party to this Agreement (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party and such Party's shareholders, directors, officers, employees, representatives, agents, successors and assigns (collectively, the "Indemnified Party") and will pay any and all Losses, as defined below, including those already reasonably incurred by the Indemnified Party arising out of any demand, charge, action, cause of action, allegation, proceeding, or lawsuit (collectively "Claim") (a) caused by a negligent act or omission of the Indemnifying Party, its' Affiliates, subcontractors, agents or third parties during performance of Services hereunder, or (b) as a result of any non-performance of obligations under this Agreement. To the extent allowed by applicable law all indemnification shall be reduced to the extent such Losses are attributable to the Indemnified Party, its Affiliates, subcontractors, agents or third parties by way of negligence, malfeasance, willful conduct, fraud, or criminal conduct.

"Losses" is defined as losses, liabilities, damages, and claims, fines, sanctions, awards, settlement amounts, judgments, and all related costs (including, but not limited to, reasonable cost of notice to individuals and other credit monitoring and credit restoration charges), and expenses (including but not limited to reasonable legal fees generated by counsel external to the Indemnified Party, interest and penalties, disbursements, costs and expenses of investigation and litigation).

26.2. Indemnity by Supplier. In addition to the above, Supplier on behalf of itself, Supplier Affiliates, Supplier agents, subcontractors and/or Personnel shall, at its sole cost and expense, defend against and hold harmless and indemnify Grange, its users, directors, officers, agents, employees, and principals (collectively "Grange Indemnitees") for Losses arising from or in connection with all third-party Claims that arise out of or are based upon any of the following:

- (a) Supplier's Personnel's breach of any part of Section 19 entitled "Warranties and Representations" in this Agreement.
- (b) Any Claim arising from Supplier's withholding or failure to withhold taxes with respect to any Personnel;
- (c) The death or bodily injury of any individual (including agents, employees, Grange business invitees, and business visitors) arising from the negligent acts or omissions of Supplier;

- (d) The damage, loss, or destruction of any real or tangible personal property caused by the conduct of Supplier.
- (e) Breach of Supplier's obligations regarding Confidentiality contained in this Agreement.
- (f) Breach of Supplier's obligations regarding Security contained in this Agreement.
- (g) Infringement. Infringement is the actual or alleged infringement or misappropriation of any third-party trademark, service mark, copyright, patent, trade secret, or other protected third-party intellectual property right by the use of the Product(s) and/or Service(s) ("Indemnified Items"). Supplier's indemnification obligation is contingent upon its receipt of written notice of any applicable Claim, its right to assume control over the defense and settlement of the Claim, and Grange's reasonable cooperation, at Supplier's expense, in such defense and settlement. In addition to fulfilling its indemnification obligations in accordance with this Section 26 and in addition to any other rights or remedies available to Grange under this Agreement, promptly take the following actions at no additional charge to Grange: (a) secure the right to continue using the Indemnified Items; or (b) if unable to do so, replace or modify the effected Indemnified Items to make them non-infringing; provided that any such replacement or modification will not degrade the performance or quality of the Indemnified Items, or Supplier's performance or obligations under this Agreement. If none of the options listed above are available after Supplier exercises commercially reasonable efforts or Supplier demonstrates to Grange its inability to achieve any of the foregoing, then at Grange's request, Supplier shall promptly reduce the charges to reflect such removal, and if in Grange's reasonable opinion such removal is material to all or any portion of the remaining Services and/or work product, Grange may terminate the applicable SOW immediately upon written notice to Supplier without penalty and receive a refund of all amounts pre-paid by Grange to Supplier for the Indemnified Items under the applicable SOW if such infringement is not cured to Grange's reasonable satisfaction in 30 days from receipt of notice of such infringement from Grange.

26.3. Indemnification Procedures. A Party seeking indemnification under the terms of this Agreement (the "Indemnified Party"), shall promptly give written notice to the Party required to provide indemnification (the "Indemnifying Party"); provided the failure to provide such notice may not completely relieve the Indemnifying Party of its obligations, except to the extent the Indemnified Party's failure results in prejudice to the Indemnifying Party. The following procedures will apply:

26.3.1. Notification of Indemnified Costs. The Indemnified Party shall promptly give written notice to the Indemnifying Party of the asserted Indemnified Costs, and a copy of all documents served upon or received by the Indemnified Party relating to the Indemnified Costs. The failure to do so may relieve the Indemnifying Party from its obligations under this section entitled Indemnification & Defense. "Indemnified Costs" means: reasonable costs, fines, expenses, claims, demands, losses, damages, or judgments, including without limitation, reasonable attorney's fees and other reasonable costs of litigation, including the forgoing arising out of any threatened, pending, or completed claim, action, suit, or proceeding whether civil, criminal, administrative, or investigative.

Indemnified Costs also include all reasonable costs incurred as a third party to litigation, including but not limited to, witness preparation, records research and reporting, and attorney's fees. For the avoidance of doubt, Indemnified Costs are not considered indirect, incidental, or consequential damages under this Agreement.

26.3.2 Appointment of Counsel. Upon notice from the Indemnified Party of its intention to request indemnity under this Agreement, the Indemnifying Party shall appoint an attorney to conduct the defense of such Claim. If the Indemnifying Party fails to appoint an attorney within ten (10) Business Days after the Indemnified Party has notified the Indemnifying Party of its rights under this Item, the Indemnified Party will have the right to select and appoint one attorney for the defense of such Claim, and the reasonable cost and expense thereof will be paid by the Indemnifying Party. The Indemnified Party shall have the right to employ an attorney, at its own expense, separate from the attorney employed by the Indemnifying Party to the extent such Claim involves potential conflicts of interest between or different defenses for the Parties, and the Indemnified Party reasonably determines that separate representation would be appropriate.

26.3.3 Disapproval of Settlement. The Indemnified Party shall be given the opportunity to participate in the defense of any asserted Indemnified Costs and shall have the right to be consulted with respect to any negotiated settlement of such Claim. No settlement of Indemnified Costs and no admission regarding the Indemnified Party's interests shall be made by the Indemnifying Party without the prior written consent of the Indemnified Party. If the Indemnified Party disapproves any such negotiated settlement, the Indemnifying Party shall be relieved of its obligation under this Item to hold harmless and indemnify the Indemnified Parties against the Indemnified Costs, including all attorneys' fees and costs of litigation incurred by the Indemnified Party with respect to such Indemnified Costs after the date of such disapproval, but only to the extent by which the additional Indemnified Costs exceed the amount of the negotiated settlement. If the Indemnifying Party disapproves of a negotiated settlement, it is understood that the Indemnifying Party shall continue to be obligated under this Item to hold harmless and indemnify the Indemnified Party for its reasonable additional attorneys' fees and other reasonable additional costs of litigation incurred by the Indemnified Party after the date of such disapproval. The Indemnifying Party shall not, without the Indemnified Party's prior written consent, enter into any settlement agreement which (a) admits guilt, fraud, liability, or wrongdoing of the Indemnified Party; (b) requires the Indemnified Party to commit to action or to refrain from action; or (c) provides for any damages other than money damages for which the Indemnified Party is indemnified. The Indemnified Party reserves the right to participate in the defense of any indemnified Claim at the Indemnified Party's cost.

The Indemnifying Party shall defend the Indemnified Party in accordance with and to the extent of the above indemnification (provided that any delay in providing such notice shall not relieve the Indemnifying Party of its indemnification obligations to the extent the Indemnifying Party is not materially prejudiced thereby) and give the Indemnifying Party authority, reasonable information and assistance (at the Indemnifying Party's expense) for the defense of such action.

Section 27 - Insurance

- 27.1. Supplier shall, at its own expense, maintain in full force and effect throughout the term of the Agreement, and for three (3) years following its expiration or termination at least the following annual insurance coverages listed in this Section (i) payable in all locations where Services will be performed the following insurance coverages in U.S. Dollars with a carrier(s), rated at least A by A.M Best, authorized to do business in the state(s) where the Services and/or Products are performed and provided, (ii) that name(s) Grange as an additional insured, and (iii) that provide(s) a waiver releasing the carrier's subrogation rights in favor of Grange: (a) Commercial General Liability, including Products, Completed Operations, Premises Operations liability, Personal and Advertising Injury, -- \$1,000,000 U.S.D. per occurrence and \$2,000,000 U.S.D. aggregate; (b) Comprehensive Auto Liability (Bodily Injury and Property Damage) (Owned and Non-Owned) -- \$1,000,000 U.S.D. per occurrence; (c) Professional Errors & Omissions -- \$1,000,000 U.S.D. per occurrence. The Error and Omissions Liability Insurance retroactive coverage date shall be no later than the Effective Date of this Agreement. Supplier shall maintain an extended reporting period providing that claims first made and reported to the insurance company within three (3) years after expiration or termination of this Agreement will be deemed to have been made during the policy period.
- 27.2. Further, the Supplier shall, at its own expense, carry a Cyber Liability Insurance policy in the amount of at least \$3,000,000 U.S.D. in the aggregate with a carrier(s), rated at least A by A.M. Best, authorized to do business in the state(s) where the Services are performed and/or Products covering liability for loss or damage due to: (i) Privacy Liability, Privacy Regulatory Claims, Security Breach Response, Security Liability, ransomware, Cyber Extortion, Business Income and Digital Asset Restoration, and (ii) network risks, including data breaches, unauthorized access or use of any data or systems, wrongful disclosure, failure to safeguard such data or systems, identity theft, invasion of privacy, damage/loss/theft of data, degradation, and any other unauthorized access or use (including breach of privacy, virus transmission, downtime, denial of service, and failure to protect or wrongful disclosure of Confidential Information).
- 27.3. Supplier shall ensure that all third parties and subcontractors performing the Services and/or providing the Products under this Agreement also have insurance in place consistent with the above coverages.
- 27.4. Supplier's obligation to maintain insurance coverage hereunder will be in addition to, and not in substitution for, Supplier's other obligations hereunder and shall in no way reduce or limit Supplier's actual obligation to indemnify and defend Grange for claims, suits or allegations brought as a result of, or as related to the performance of this Agreement, and Supplier's liability to Grange will not be limited to the amount of coverage required hereunder. The policy or policies of insurance as required under this Section shall have a world-wide territory, providing coverage for accidents that happen, claims made, or

litigation filed in the countries where Services are performed by Supplier, its Affiliates and subcontractors.

27.5. Workers Compensation Statutory Compliance.

Section 28 - **Dispute Resolution**

The Parties agree that the following Dispute Resolution sections outline the only available procedures for resolving any dispute between the Parties which in any manner arises out of or relates to the subject matter of this Agreement or the conduct of the Parties in the performance of this Agreement. Invocation of these Sections addressing Dispute Resolution will not prevent a non-breaching Party from exercising its right to terminate this Agreement as provided in this Agreement. By entering into this Agreement, the Parties expressly agree to waive their individual right to a jury trial for any disputes a) arising out of or related to the subject matter of this Agreement, or b) that relate to the conduct of the Parties in the performance of this Agreement.

Section 29 - **Dispute Resolution - Negotiation by Senior Executives**

29.1. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to the subject matter of this Agreement or the conduct of the Parties in the performance of this Agreement by negotiation between senior executives who have authority to settle the controversy. Any Party may give the other Party written notice in accordance with the notice provisions provided in this Agreement of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice the Party receiving the notice shall submit to the other a written response.

29.2. The notice and the response shall include: (a) a statement of each Party's position regarding the matter in dispute and a summary of arguments in support thereof, and (b) the name and title of the executive or the executive's designee who will represent that Party and any other person who will accompany that executive. Within thirty (30) days after delivery of the notice, the designated executives or their designees shall meet at a mutually acceptable time and place or by video conference, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other shall be honored in a timely fashion.

29.3. If the matter in dispute has not been resolved within 60 days after delivery of the notice, or if the Parties fail to meet within 30 days, the Parties shall, within seven (7) days of the last negotiation attempt, mutually draft a statement of nonresolution signed and dated by both Parties. ("Mutual Nonresolution Statement"). If a Party is unwilling to sign the Mutual Nonresolution Statement then the willing Party may draft, sign and date a Unilateral Negotiation Statement. The effective date of the Mutual Nonresolution Statement will be the last date signed by a Party ("Effective Date of Mutual Nonresolution Statement"). The effective date of the Unilateral Negotiation Statement will be the date

on which the executed version is sent by the Party willing to draft and sign it to the nonwilling Party. (“Effective Date of Unilateral Statement”). Either Party may initiate binding arbitration proceedings as set forth below herein.

Section 30 - **Dispute Resolution – Binding Arbitration, Service of Process, and Injunction**

30.1. Arbitration.

- (a) Arbitration Demand and Appointment of Arbitrators. A demand of arbitration must be made within one (1) year of the Effective Date of Mutual statement or the Effective Date of Unilateral Statement. Failure to make such demand within the specified time shall be a bar or waiver to any Claim being made. The following instances shall not be subject to arbitration under this Agreement: cases seeking specific performance, preliminary injunctions, and temporary restraining orders.

A Party who refers a dispute to binding arbitration pursuant to this Agreement and in accordance with the Notice provisions set forth in this Agreement must provide notice to the other Party stating (i) a description of the dispute and (ii) that the dispute is being referred to binding arbitration. Within 30 days after the date of the demand for arbitration selection of the arbitrators shall be completed, unless an extension of time is agreed to by the Parties.

- (b) There shall be three (3) arbitrators; one selected by Grange, one selected by Supplier and one selected by the two arbitrators. All three arbitrators shall be active or retired, disinterested i) attorneys or management and executive officers in the industry which is the subject of the Services/Product set forth in this Agreement, such as information technology services or products, and ii) who have no interest in the matter that is being arbitrated, nor be related to, be associated with a competitor of, or have a stock or ownership interest in either Party. In the event that either Party should fail to choose an arbitrator within 20 days following a written request by the other Party to do so, the requesting Party may choose two arbitrators who shall in turn choose the third. If at any time the two arbitrators fail to agree upon the selection of the third arbitrator within 20 days following their appointment, each arbitrator shall nominate two (2) candidates within 10 days thereafter, with one candidate from each arbitrator being declined by the other arbitrator, and the final decision shall be made by flipping a coin, or any other method determined by the two arbitrators. The third arbitrator shall be the chairperson of the arbitration panel. Each Party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceedings. The fees of the third arbitrator shall be divided evenly between the Parties.
- (c) Arbitration Process. The arbitration shall be conducted in Columbus, Ohio U.S.A., or such other place as the Parties may agree. The arbitration shall be conducted in accordance with the Ohio Rules of Civil Procedure, Ohio Rules of Evidence, and Ohio Revised Code Section 2711.01-2711.14 entitled Arbitration. All proceedings shall be

conducted in the English language. Legal fees and expenses incurred in enforcing an arbitration award or decision shall be awarded to the Party seeking enforcement. The Parties agree that no arbitration award or decision involving both Parties may be appealed.

- (d) A decision by a majority of the arbitrators shall be final and binding on the Parties, unless a decision is ripe for modification or being vacated under applicable law. The decision shall: (i) be in writing, in the English language, (ii) provide a statement explaining the reasons for the decision, (iii) be signed by the arbitrators, and (iv) be rendered within 60 days after the date of the demand for arbitration unless for good cause, as determined by the majority of arbitrators, a continuance is necessary. If a continuance is necessary, the majority of arbitrators in favor of the continuance shall issue a scheduling order designed to move the arbitration forward in a timely fashion without undue delay.
- (e) Unless specifically provided in this Agreement, neither Party shall be entitled to punitive and/or exemplary damages. The arbitration award may award those types of Losses permitted under this Agreement. Where arbitration results in an award, such an award shall include interest in the amount equal to the Wall Street Journal's prime rate of interest plus one percent (1%) per annum starting from the date of the arbitration decision.
- (f) Confidentiality. The Parties, their agents or representatives, and each arbitrator, and shall keep confidential and not disclose to any non-Party the existence of the arbitration, non-public materials and information provided in the arbitration by another Party, and orders or awards made in the arbitration (together, the "Confidential Arbitration Information"). If a Party or an arbitrator wishes to involve in the arbitration a non-Party – including a fact or expert witness, stenographer, translator or any other person – the Party or arbitrator shall make reasonable efforts to secure the non-Party's advance agreement to preserve the confidentiality of the Confidential Information. Notwithstanding the foregoing, a Party may disclose Confidential Arbitration Information to the extent necessary to:
 - (i) prosecute or defend the arbitration or proceedings related to it (including enforcement or annulment proceedings), or to pursue a legal right;
 - (ii) respond to a compulsory order or request for information of a governmental or regulatory body;
 - (iii) make disclosure required by law or by the rules of a securities exchange;
 - (iv) seek legal, accounting or other professional services, or satisfy information requests of potential acquirers, investors or lenders, provided that in each case of any disclosure allowed under the foregoing circumstances (i) through (iv), where possible, the producing Party takes reasonable measures to ensure that the recipient preserves the confidentiality of the information provided. The arbitration tribunal may permit further disclosure of Confidential Information where there is a demonstrated need to disclose that outweighs any Party's legitimate interest in

preserving confidentiality. This confidentiality provision survives termination of the Agreement and of any arbitration brought pursuant to the Agreement. This confidentiality provision may be enforced by an arbitration tribunal or any court of competent jurisdiction, and an application to a court to enforce this provision shall not waive or in any way derogate from the agreement to arbitrate.

- (g) Any arbitration award shall be paid in U.S. Dollars
- (h) In accordance with this Agreement, the parties agree that judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- (i) Waiver of Execution. To the fullest extent permitted by law, Supplier irrevocably waives any claim to sovereign or any other immunity in regard to proceedings to enforce and arbitration award rendered by an arbitration panel pursuant to this Agreement, including without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction of any court, and immunity of its property and revenues from execution or from attachment or sequestration before or after judgment.

30.2. Service of Process

For service of all pleadings, process, requests for discovery and/or other papers in connection with any proceedings, wherever brought, for the recognition and enforcement of any award resulting from an arbitration brought pursuant to this section, or any judgment, of any jurisdiction, resulting therefrom, and injunction service of process in accordance with this paragraph may be made- by delivering a copy of such process a) for Supplier to _____ located at _____ by hand delivery, first-class mail, or courier. Supplier hereby waives any objection to service of process in accordance with this paragraph; b) for Grange by delivering a copy of such process to Grange Insurance Company, located at 671 South High Street, Columbus, Ohio 43206, Attention: Legal Department and Chief Legal Officer.

30.3. Injunctive Relief. Notwithstanding anything contained in this Agreement to the contrary, the Parties recognize and acknowledge that a breach by one Party of any of its covenants, agreements, obligations or undertakings hereunder with respect to confidentiality, intellectual property licenses, ownership and assignment, data security or the provisions relating to Transition Services may cause the non-breaching Party irreparable damage, which cannot be readily remedied in monetary damages in an action at law. In the event of any default or breach by one Party which could result in irreparable harm to non-breaching Party, or cause some loss or dilution of the good-will, reputation or business of the non-breaching Party, the non-breaching Party shall be entitled to seek immediate injunction or other equitable relief in a court of law in addition to any other remedies available, to stop or prevent such irreparable harm, loss or dilution. Each Party hereby waives, to the extent permitted by law, the requirement that the other Party post bond prior to entry of an injunction.

Section 31 - Notices

All notices, not including service of process, required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent electronically or in paper form, sent to the correct address provided by the recipient Party or such new address as may from time to time be supplied hereunder by the Parties, so long as the format chosen provides positive confirmation of receipt by the intended recipient.

If to Supplier, notice must be sent to:

Address:

Attention:

Title:

Email:

Phone:

If to Grange, notice must be sent to:

Grange Insurance Company
671 South High Street
Columbus, OH 43216-1218

(800) 422-0550

Attention: Corporate Legal Department and a copy to:

legaloffice@grangeinsurance.com

Section 32 - Relationship of Parties

Neither Supplier nor any of the Personnel are employees of Client. Rather, Supplier is an independent contractor of Client. Nothing in this Agreement or in any SOW shall be construed to create an employer/employee relationship, joint venture, [joint employer](#), or partnership agreement between Client and Supplier, or between Client and any of the Personnel. Neither Party will have any right, power, or authority, express or implied, to assume or create any obligation of any kind on behalf of the other Party, to make any representation or warranty on behalf of the other Party, or to bind the other Party in any respect whatsoever. Supplier and all of its Personnel are prohibited from holding themselves out as employees of Client in any form whatsoever. Personnel are prohibited from using or wearing any Client logo, trademark, business card, badge, clothing, email address, business materials, or other documentation that would lead a reasonable person to infer that any Personnel is an employee or representative of Client.

Section 33 - **Governing Law**

All disputes between the Parties will be governed by and construed in accordance with the laws of the State of Ohio, U.S.A. In the event that any court litigation is filed to enforce the decision of an arbitration panel, the Parties consent to the jurisdiction of the state or federal court sitting in Franklin County, Ohio, U.S.A. and hereby irrevocably waive any defense based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought hereunder. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Parties expressly agree to waive their right to a jury trial for any disputes arising under this Agreement.

Section 34 - **Waiver**

A Party's (i) failure to insist upon strict performance of any of the terms and conditions of this Agreement, (ii) failure or delay in exercising any rights or remedies provided herein or by law, or (iii) failure to properly notify a Party in the event of a breach by the other Party, shall not release any Party from any of its obligations under this Agreement, and shall not be deemed a waiver of such provision or any other provision or a relinquishment of the right of such Party thereafter to enforce such provision or any other provision or exercise such right regardless of when services were rendered, nor shall any purported oral modification or rescission of this Agreement by any Party operate as a waiver of any of the terms hereof.

Section 35 - **Severability**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable, the remainder of this Agreement shall be valid and enforced to the fullest extent of the law, and that term or provision shall be deemed severed from this Agreement.

Section 36 - **Force Majeure**

36.1. Neither Party shall be liable for any breach, default or delay in the performance of its obligations hereunder due to any proximate cause beyond its reasonable control, including, terrorist acts, governmental actions war, riot, natural disasters, fires, floods, elements of nature, earthquakes, epidemics, pandemics and other acts of God and provided the non-performing Party is without fault and the default or delay could not have been prevented by reasonable precautions (each event an event of "Force Majeure"). Force Majeure shall not include nationwide, statewide or local strikes or labor disputes or unrest by Personnel or employees of the Party claiming relief, the unavailability of materials and utilities, power outage, sabotage, ransomware, viruses, or lack of internet access, provided that the Party whose performance is delayed by such occurrence could have reasonably circumvented the delay or failure through the use of commercially reasonable alternate sources, workaround plans or other means. For the avoidance of

doubt, as of the Effective Date and absent material changes, any impact on performance of the Services as a result of COVID-19 will not be covered under this Section. COVID-19 is now a foreseeable event and performance related issues caused by COVID-19 related issues cannot be excused under this Section. In any Force Majeure event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such Force Majeure circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so prevented, hindered or delayed in its performance by Force Majeure shall promptly notify by telephone (to be confirmed in writing within fifteen (15) days of the inception of such delay) the Party to whom performance is due and describe in a reasonable level of detail the circumstances of such Force Majeure event. If Supplier fails to provide some or all of the Services in accordance with this Agreement or any SOW hereunder, due to the occurrence of a Force Majeure event, the charges shall be adjusted in a manner such that Grange is not responsible for the payment of any charges for the Services that Supplier fails to so provide in accordance with this Agreement, provided Grange shall not unreasonably withhold its permission to allow Supplier to continue to provide Services using alternate methods or work arrangements.

36.2. **Obligation to Invoke Plans.** An event of Force Majeure shall not relieve a Party of its obligations to the extent that the proper implementation of a Business Continuity and Disaster Recovery Plan as defined in Exhibit 1 (the "Plan") herein would have enabled a Party to continue performance hereunder in a timely manner. To the extent possible, upon the occurrence of a Force Majeure event, Supplier shall implement promptly its Plan and provide disaster recovery services as described in the Plan. The occurrence of a Force Majeure event shall not excuse Supplier from having in place reasonable safeguarding plans adequate for protecting all Grange Confidential Information, Systems, Grange Data, and work products for which Supplier is responsible for making efforts to recommence provision of the Services and from performing its obligations as set forth in this Agreement.

Section 37 - No Publicity or Disclosure

Under no circumstances may Supplier use, or refer to in any advertising, publicity, promotion, publication, marketing, press release, or other activities, any name, trade name, trade or service mark, or any other designation of Grange or any of its subsidiaries or Affiliates without the prior written consent of Grange in each instance. Further, Supplier agrees not to disclose to any third party other than its agents that it has performed, will perform, and/or contracted to perform Services and/or provide Products hereunder for Grange, or any of the terms or conditions of this Agreement, without the prior written consent of Grange.

Section 38 - Assignment

Neither Party will assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written approval. However, either Party may assign this Agreement and its rights, interests and benefits hereunder to any entity which

has acquired or succeeded to a substantial part of such Party's business. The assignee may be a corporate Affiliate or successor of that Party. Except to the extent forbidden in this Section, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns. Except as expressly set forth herein, there are no third-party beneficiaries to this Agreement. In no event may either Party assign this Agreement to a competitor of the other Party without the prior written consent of the other Party. Supplier shall provide Grange with prompt written notice in the event of any of the following: (a) a change in control of Supplier, where such control is acquired, directly or indirectly, in a single transaction or series of related transactions; (b) all or substantially all of the assets of Supplier are acquired by any entity; or (c) Supplier is merged or consolidated with or into another entity to form a new entity.

Section 39 - **Compliance**

Compliance Notice Procedures. Each Party reserves the right to audit the other Party's compliance with the terms of this Agreement upon no fewer than thirty (30) days written notice ("Compliance Notice") to the other Party. The communication shall state in bold lettering in the middle of the top of the page the wording: "**Compliance Notice**". Supplier shall send the Compliance Notice and all communications regarding the audit to Grange to the attention of the Legal Department, General Counsel, 671 South High Street, Columbus, Ohio, and by email to legaloffice@grangeinsurance.com. When communications are sent electronically the subject line shall state: "CONFIDENTIAL COMMUNICATION". The Compliance Notice sent to Supplier shall be sent in accordance with the Notice provisions in this Agreement. The Compliance Notice shall specifically set forth each of the items to be reviewed with no more than 24 months look back period for each audited item from the date the Compliance Notice is sent to the audited Party. Failure to comply with these Notice procedures will nullify the audit.

Either Party may conduct such audit at its own cost by using its own Personnel, or hiring an independent third party to conduct the audit. The Parties will reasonably cooperate with each other to complete the audit. Supplier will further cooperate with Grange with regard to regulatory inquiries and investigations related to the Supplier's provision to Grange of the contracted Product(s) and/or Service(s) purchased by Grange.

Reply Procedures. Within thirty (30) days of receipt of the Compliance Notice the audited Party shall in writing acknowledge its receipt of the Compliance Notice. In its acknowledgement the audited Party shall set forth any and all objections to the terms of the audit.

Dispute Procedures. The Parties shall use good faith efforts between themselves to resolve any disputes regarding the audit ("Audit Dispute"). If the Parties are unable to resolve an "Audit Dispute", the Audit Dispute shall be resolved in accordance with the Dispute Resolution provisions set forth in this Agreement.

Audit. The results of an audit (“Compliance Report”) shall set forth the objective data used to assess the audited Party’s compliance, as well as the conclusions for compliance or non-compliance. The Compliance Report shall be sent to the audited Party pursuant to the Notice provisions contained in this Agreement within three (3) Business Days of the completion of the Compliance Report. The audited Party will take action to remediate and bring itself into compliance within thirty (30) days of the date of written notice of non-compliance. Upon its compliance, the audited Party shall send in writing details of how it has now reached compliance.

Any payments due Supplier for Grange’s non-compliance shall not exceed the lowest cost per audited item that was charged by Supplier in the 24 months prior to the date of the Compliance Notice. Such payment shall be due from Grange within 45 days of the results of the final Audit Report.

Confidentiality. The content of all communications regarding an audit, including compliance results, resolution, and payment due to an audit shall be treated as Confidential Information in accordance with the terms of this Agreement.

Section 40 - Survival

The provisions under the following headings shall survive termination of this Agreement: all Sections regarding Confidentiality and Disclosure; Limitation of Liability; Security; Indemnification and Defense; Insurance; Dispute Resolution ; Notices; Governing Law; Waiver; No Publicity or Disclosure; Assignment, Severability, Mode of Execution, Survival, Complete Agreement, all definitions set forth in this Agreement, Exhibit 1, Statements of Work, and attachments, and any other Sections that should naturally survive termination to satisfy the provisions and intent of this Agreement.

Section 41 - Mode of Execution

41.1. This Agreement may be executed by the following methods:

- (a) An original written ink signature of paper documents;
- (b) An exchange of scanned or facsimile copies showing the original written ink signature of paper documents; or
- (c) Electronic signature technology employing computer software and a digital signature or digitizer pen pad to capture a person’s handwritten signature in such a manner that the signature is unique to that person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document in such a manner that if the data is changed, such signature is invalidated.

41.2. The use of any one or a combination of the above methods of execution shall constitute a legally binding and valid signing of this Agreement. This Agreement may be executed in one or more counterparts each of which, when duly executed, shall be deemed an original.

Section 42 - Anti-Bribery and Corrupt Practices Controls

Supplier represents, warrants and covenants that it is familiar with, has complied with, and will comply, in all respects, with laws regarding anti-bribery, anti-corruption and the offering of unlawful or improper inducements, including to the U.S. Foreign Corrupt Practices Act, as amended, and other applicable anti-corruption and anti-bribery laws (collectively, the "Corrupt Practices Laws"), and will not engage in any transaction that could be deemed bribery. Supplier shall maintain in place throughout the term its own policies and procedures to prevent corruption and bribery, including adequate procedures as required by applicable law, and will enforce them where appropriate. Supplier shall immediately notify Grange of any actual or suspected violation of any Corrupt Practices Laws.

Section 43 - Complete Agreement

- 43.1. Order of Precedence. This Agreement consists of this Agreement, together with all Statements of Work executed by the Parties, Change Orders executed by both Parties, Schedules, Exhibits and other Attachments referenced herein and in the applicable Statement of Work and Change Orders, each of which shall be incorporated into and become a binding part of this Agreement. References herein to any section shall be deemed to be a reference to a section of this Agreement unless otherwise specified. This Agreement, including all Exhibits, Statements of Work, Schedules, Exhibits and Change Orders thereto represents the entire agreement between the Parties with respect to its subject matter, and supersedes and replaces any prior or contemporaneous representations, proposals, understandings, agreements, or discussions, whether oral or written, between the Parties relative to such subject matter. Any inconsistency or conflict between the terms of this Agreement and a Schedule or any SOW will be governed in order of precedence by (a) the terms and conditions set forth in any written amendments to this Agreement, (b) the terms and conditions set forth in this Agreement (c) the applicable Exhibit(s), (d) the applicable Statement(s) of Work unless otherwise stated in an applicable SOW.
- 43.2. Amendments. Except as otherwise expressly provided in this Agreement, no amendment to, change in, or waiver or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, Grange and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative in his/her representative capacity.

Grange Insurance Company

(Officer Signature)

By: _____ for Grange Insurance Company

Name: _____

Title: _____

Date: _____

Supplier Name:

(Authorized Signature)

By: _____ for Supplier

Name: _____

Title: _____

Date: _____

Exhibit 1: Grange Security and Availability Policy

To the extent Supplier does not use Grange's systems, hardware and software, the following sections in this exhibit apply:

Supplier must use commercially reasonable efforts to secure Grange Insurance Company ("Grange") Data, including without limitation providing the protections agreed upon below. "Grange Data" means information and materials maintained or transmitted to or through systems or services provided by or on behalf of Supplier, and all other data collected by Supplier or accessible to Supplier by Customer during the course of performance of the master services agreement between Supplier and Grange (the "Agreement").

In the event of any conflict among this Exhibit and other parts of the Agreement, the provision or requirement of this Exhibit shall prevail unless Supplier is otherwise instructed in writing by Grange.

Item 1 - Risk Management

The Supplier (or a third party engaged by Supplier) must conduct routine risk assessments of the Supplier's own information security program, including regular testing and monitoring to measure and confirm the effectiveness of the information security program's key controls, systems, and procedures.

Third Parties. Without limiting Supplier's obligations under other agreements with respect to subcontracting, Supplier must, when applicable, disclose the identity of each third party who will access, host, transmit, process, or maintain any of Grange Data ("Subcontractors"). Supplier will ensure that all Subcontractors agree in writing to be bound by terms no less protective of the security of Grange Data than those in this Exhibit.

Subcontractors must conform to all legal and regulatory requirements associated with the handling of Grange Data or access to Grange computing resources. Supplier will be liable for Subcontractors' violations of legal and regulatory requirements or failure to implement information security measures in accordance with this Exhibit.

Item 2 - Network Management

1. **VPN / Firewalls:** All connections to Supplier's networks, including internet and partner connections, must be protected by supplier using industry best practices such as VPN. All firewalls must be monitored and scanned continuously.
2. **Intrusion Detection and Protection; Penetration Testing:** Supplier must use intrusion detection and protection solutions. Supplier must perform annual penetration testing. If requested by Grange, Supplier must provide evidence of test results.
3. **Wireless:** All Supplier Wi-Fi must be securely configured, including but not limited to, the use of Wi-Fi protected access; secure configuration of wireless access points; continuous detection of unauthorized network devices and the ability to disconnect them from Supplier wireless networks.

Item 3 - Systems Hardening

1. Configuration Management: Supplier should have a configuration management policy. All configurations of servers, routers, firewalls, and other relevant infrastructure should conform to industry best practices (e.g., CIS benchmark).
2. Vulnerability Management: Supplier must have a vulnerability management program implemented that would include a scan all of its servers, workstations, applications and network devices to detect security flaws, as well as misconfigured operating systems. Supplier must have established SLA's for scanning and remediation of vulnerabilities (patching). Supplier must apply emergency patches promptly.
3. Device Security: Active anti-virus and anti-malware scanning must be in place for all workstations, servers and mobile devices that will access or store Grange Data.
4. Data: All of Grange Data originating in the United States of America, including back-ups, must reside in the United States of America; and, must not be transmitted outside the United States of America, unless specifically agreed to otherwise in writing by Grange. Supplier must comply with applicable laws and regulations including but not limited to HIPAA, GDPR, PCI, GLBA, for all Grange Data, regardless of the location or place of origin. Grange data must be logically separated from other customers' data. Supplier and any of its personnel must not store Grange Data on any mobile devices (including laptops, tablets, and smartphones), unless having a legitimate business need and data loss mitigation controls are implemented.-Supplier must remove Grange data when contract expires or is terminated.
5. Environment Security: Development, test and production environments should be separated and have appropriate access controls. Developers should be denied update or edit access to production environments, unless specifically agreed to otherwise in writing by Grange. Supplier must not store production Grange sensitive data in test or development environments without prior consent of Grange.

Item 4 - Encryption

Data in Transit: TLS (Transport Layer Security) encryption is required for all internet connections during login and all Grange Data must be encrypted during transmission. TLS should be at the current accepted industry standard level.

Data at Rest: Supplier must encrypt any Grange Data that it stores. Key Management must conform to industry best practices (e.g., NIST or a comparable standard).

Item 5 - Change Management

Supplier must adhere to industry best practices for change management in configurations, software, and hardware, such as those prescribed by ITIL (Information Technology Infrastructure Library) or by applicable laws and regulations, including, but not limited to e.g., HIPAA, GDPR, PCI, GLBA.

Item 6 - Secure Application Development

Supplier should implement Secure Development Lifecycle program. Supplier should ensure its web facing applications conform to industry best practices such as those prescribed by OWASP (Open Web Application Security Project).

Item 7 - Audit

Supplier must maintain monitoring capabilities to ensure all systems and security mechanisms are operational. A security audit of all systems, access rights and equipment configurations must occur at least annually.

Item 8 - Access Control

1. Access Management: Access should be based on least privilege and conform to industry best practices on identity and access management (e.g., NIST or a comparable standard). Remote access to Supplier systems which grant access to Grange Data must leverage Multi-Factor Authentication (MFA). Supplier must assign unique user IDs to enable users to be linked to and held responsible for their actions. Supplier must implement a user access provisioning process to assign or revoke access rights for all user types for all systems and services. Supplier must conduct periodic access reviews, at the minimum annually.
2. Password Policy: Supplier's password policy should comply with industry best practices (e.g., NIST or a comparable standard) and be enforced on all systems and devices that may process, view or store Grange Data.
3. Portable Media: Supplier should maintain a removable media program, conforming to industry best practices (e.g., NIST or a comparable standard). Grange Data must not be moved or copied to unauthorized media unless specifically agreed to in writing by Grange. Authorized media, used to download Grange data, must be encrypted.

Item 9 - Business Continuity and Disaster Recovery Planning

Supplier should leverage industry best practices concerning contingency plans and should provide Grange a copy upon request. These plans should document strategies and procedures to recover IT services and systems following an emergency or disruption. Supplier should validate continuity/recovery capabilities by testing annually.

Item 10 - Physical Security

Supplier must maintain secure facilities, including access to Supplier's data centers and Supplier's systems and communications equipment which handle Grange Data and systems. Supplier's physical security will follow industry best practices such as those prescribed by NIST.

Item 11 - Vendor Management

Supplier should perform annual vendor diligence on their third-party vendors to assess potential risks including security, availability, and technological changes. Supplier should validate their third-party vendor controls including but not limited to, physical security controls, logical access control, and environmental controls.

Item 12 - Security Policy and Training

Supplier must provide annual security awareness training to its employees and contractors to include periodic phishing tests. Supplier must have a written information security policy that is reviewed at least annually and revised as necessary.

Item 13 - Offshore/nearshore

- Security controls
 - Security controls must be designed to be effective regardless of location.
 - Supplier must maintain certification equivalent to ISO 27001 and provide certification upon request.
 - Supplier must make security logs available upon request.
 - Supplier will notify Grange in writing within 72 hours of a confirmed breach into Supplier's own systems so that Grange may assess whether such breach affects Grange and Grange's stakeholders.

- Connectivity
 - Supplier personnel may only connect to the company network from a supplier-managed location. Supplier is permitted to connect to Grange systems via virtual desktop environment/client only. All data connections must be over an encrypted connection.
 - Supplier must report employee terminations/resignations who have been providing services to Grange within three (3) business days.
- Device Security
 - Devices used by assigned employees for projects should be owned and managed by the supplier. Devices should be assigned to a specific user and measures must be followed to report lost devices within a short window of time (e.g., several days).
- Personnel
 - Suppliers' personnel must adhere to the best practices of a clean desk policy. Supplier must store Grange protected data on paper in a locked room. Supplier should provide continuous monitoring of locations where work is performed by closed-circuit cameras that proactively monitor the activities for potential security violations of data. Recording should be kept for no less than 90 days.
 - Supplier will only use data and information provided as directed by Grange. Data accessed must be within the scope of their assigned project.
- Software
 - Supplier must make efforts to keep anti-virus, malware, firewall, key logging prevention, intrusion detection software current and operational on all devices.

Item 14 - System Availability

Supplier agrees to provide 99.99% uptime in its systems that enable Supplier to provide the Services to Company under this Agreement. Should the provision of the Services not be met due to unavailability of Supplier's systems, or Supplier's third-party supplier systems, Supplier shall notify Company in writing within 24 hours of the event that caused the unavailability of the Supplier's systems. Such Notice shall be in accordance with the notice provisions contained in the Agreement, and include how the unavailability occurred, when the unavailability occurred, and what Supplier is doing to restore availability, and perform the Services under the Agreement.