



GenTax[®] Maintenance and Support Agreement

This Maintenance and Support Agreement ("Agreement") is made by and between Fast Enterprises, LLC, a New York limited liability company ("FAST") and the Louisville Metro Revenue Commission ("Agency"). FAST has its principal place of business at 7229 S. Alton Way, Centennial Colorado, 80112. Agency has its principal place of business at 617 W Jefferson Street, Louisville, KY 40202.

1. CONTRACT SERVICES OVERVIEW

FAST has implemented, maintained and supported an integrated tax processing system based on FAST's GenTax software for the Metro Integrated Tax System (the "System"). Through this Agreement, FAST agrees to provide the following services related to the System:

- 1.1 GenTax Annual Maintenance described in Attachment B;
- 1.2 FAST personnel to provide Professional Support Services described below;
- 1.3 Exhibit 7 of Publication 1075 in Attachment C;
- 1.4 FAST Centralized Tech (FCT) as described in Attachment D;
- 1.5 FAST Hosting Services (FHS) described in Attachment E;
- 1.6 FAST Data Services (FDS) described in Attachment F;
- 1.7 FAST Monitoring Services (FMS) described in Attachment G;
- 1.8 Contract Pricing and Payment Schedule as described in Attachment H;
- 1.9 Insurance Requirements as described in Attachment I;
- 1.10 Certificate of Liability Insurance in Attachment J;
- 1.11 Other services may be added or removed based on mutual agreement between FAST and Agency, documented in a written amendment. Any such services shall include a defined scope, deliverables, and pricing structure prior to implementation.

2. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings ascribed to them:

- 2.1 "Software" means the GenTax^{®1} Integrated Tax Processing Software that is the subject of this Agreement. Software includes tools and utilities provided by FAST as part of the GenTax package, as well as any fixes, enhancements, additions, and other modifications to the Software that may be provided.
- 2.2 "Documentation" means technical data, including computer listings and printouts, in human-readable form that:

¹ GenTax[®] is a registered trademark of Fast Enterprises, LLC.





- 2.2.1 Documents the design or details of the Software;
- 2.2.2 Explains the capabilities of the Software; or
- 2.2.3 Provides operating instructions for using the Software to obtain desired results from a computer.
- 2.3 “Use” means storing, loading, installing, executing or displaying the Software on a computer, processor, or controller, or making a copy of the Software for archival or backup purposes only.

3. Annual GenTax Maintenance

- 3.1 FAST will provide GenTax Annual Maintenance in accordance with the specifications described in Attachment B.
- 3.2 FAST may, at no additional charge, modify Software to improve operation and reliability or to meet legal requirements.
- 3.3 Relocation of Software is the Agency’s responsibility and may result in additional on-site support charges and modified service response times.
- 3.4 FAST is not required to maintain or support nonqualified software. "Nonqualified software" is software not supplied or approved by Fast, and software for which the Agency does not allow FAST to incorporate modifications. The Agency is responsible for removing nonqualified software to allow FAST to provide maintenance and support.
- 3.5 Maintenance does not cover any damage or failure caused by:
 - 3.5.1 Media and supplies or use of items not designated for use with Software; or
 - 3.5.2 Site conditions that do not conform to Fast’s previously established site specifications; or
 - 3.5.3 Neglect, improper use, fire or water damage, electrical disturbances, transportation by the Agency, work or modification by people other than FAST’s employees, subcontractors, or other authorized parties.
- 3.6 All terms and conditions of the License Agreement between FAST and the Agency are incorporated herein and remain in full force and effect.

4. Professional Support Services.

- 4.1 Professional services shall include, but shall not be limited to, facilitating meetings, completing analyses of business operations and data, developing or enhancing documentation, configuring changes and enhancements to the system because of process or law changes, providing training to Agency technical personnel, and assisting in the maintenance, operation, and troubleshooting of GenTax and other applications as directed by Agency. The Agency, in consultation with FAST, will direct and prioritize professional services performed by FAST resources.



- 4.2 FAST will provide three (3) fulltime resources (FTEs) on site to provide professional services. Professional services shall be provided on an as needed basis at the discretion of the Agency. The Agency will notify FAST of the number of FAST FTEs that the Agency estimates it will need. The FTEs assigned by FAST to the Agency are subject to the Agency's approval. The Agency may increase the number of FAST FTEs assigned at any time based on mutual agreement and FAST's reasonable availability. The Agency may decrease the number of FAST FTEs assigned at the end of each quarter, and FAST shall prorate the annual cost accordingly. Each FTE is expected to provide 1840 hours of services annually. The Agency may request replacement personnel for performance reasons or for any other reason at the sole discretion of the Agency.
- 4.3 FAST shall invoice the Agency for professional services on a quarterly basis. The bill shall be accompanied by time sheets that include a description of the work performed and the number of hours of work, or fraction thereof, spent on each task in a format agreed to by both parties.
- 4.4 FAST FTEs are required to perform all professional services at 617 W Jefferson Street, Louisville, KY 40202 unless otherwise directed. Office facility space for FAST will be provided by the Agency. The Agency shall provide computer equipment and network connectivity to facilitate work.
- 4.5 Using the FTEs procured hereunder, FAST shall maintain and support existing integrations between GenTax and third-party systems that were developed by FAST under prior agreements, provided such integrations are part of the GenTax configuration in use by the Agency. If FAST maintenance activities (e.g., upgrades, service packs, hotfixes) materially impact the functionality of these integrations, FAST shall identify such impacts and either remediate the issue or provide a detailed scope and timeline for resolution as part of the change process.

4.6 Change Management & Compliance Alignment

- 4.6.1 FAST shall ensure that all modifications made to the Agency instance of the GenTax application — whether by FAST's Professional Services team, FCT, or other authorized resources — follow the mutually agreed-upon Agency change management procedures. These procedures shall be designed to ensure compliance with IRS Publication 1075 and applicable Metro Government data security and IT governance standards.
- 4.6.2 The Agency shall notify FAST in writing of any updates to its change management, data security, or compliance-related policies. The parties shall review such updates collaboratively to determine any necessary adjustments to ensure alignment with system functionality, security requirements, and applicable federal guidelines, including IRS Publication 1075.

5. **Compliance with IRS Publication 1075.** FAST confirms that it will comply with the requirements of the Internal Revenue Service's Publication 1075 including the requirements attached as Attachment C. If any changes are made to IRS requirements during the contract term, the Parties shall mutually agree upon a Contract amendment with respect to those updates.



6. **TERM AND RENEWAL.** The Parties agree that the term of this Agreement will commence on July 9th 2025 and conclude on June 30th 2030 (the “Term”), unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be renewed for a mutually agreed upon term.

7. **PAYMENT.** The Agency will pay to FAST, in full payment and reimbursement for providing the Services as follows:

Invoice Schedule

Fiscal Year	Quarter	Estimated Invoice Date	Invoice Amount
2026	1	7/21/2025	\$552,265.00
2026	2	10/21/2025	\$552,265.00
2026	3	1/21/2026	\$552,265.00
2026	4	4/21/2026	\$552,265.00
2027	1	7/21/2026	\$582,119.00
2027	2	10/21/2026	\$582,119.00
2027	3	1/21/2027	\$582,119.00
2027	4	4/21/2027	\$582,119.00
2028	1	7/21/2027	\$600,447.00
2028	2	10/21/2027	\$600,447.00
2028	3	1/21/2028	\$600,447.00
2028	4	4/21/2028	\$600,447.00
2029	1	7/21/2028	\$624,112.00
2029	2	10/21/2028	\$624,112.00
2029	3	1/21/2029	\$624,112.00
2029	4	4/21/2029	\$624,112.00
2030	1	7/21/2029	\$648,753.30
2030	2	10/21/2029	\$648,753.30
2030	3	1/21/2030	\$648,753.30
2030	4	4/21/2030	\$648,753.30

A full breakdown of Services pricing can be found in Attachment H

8. **REPRODUCTION OF SOFTWARE/DOCUMENTATION.**

8.1 The Agency may not copy or reprint the Software in whole or in substantial part except to make archive copies of the Software. Any archive copy of the Software must contain the same copyright notice and proprietary markings that are on the original Software.



- 8.2 The Agency may not reproduce or copy the Documentation provided by FAST under this Agreement, in whole or in part, except as necessary for use as authorized under this Agreement and the License Agreement incorporated herein. Any copy of the Documentation must contain the same copyright notice and proprietary markings that are on the original Documentation.

9. INTELLECTUAL PROPERTY/OWNERSHIP OF SOFTWARE. The Agency acknowledges that the Software and Documentation, and all improvements and modifications made to them by any party, are and remain the sole property of FAST. This Agreement neither expresses nor implies that any interest in the Software and Documentation is assigned or transferred to the Agency.

10. FORM OF SOFTWARE. The Agency agrees that the GenTax® Software supplied under this Agreement shall be delivered to the Agency in object code form only. FAST will maintain the GenTax® source code with an escrow agent and list the Agency as an authorized recipient in the event that FAST has not made suitable alternate arrangements for the continued maintenance of the GenTax® Software and:

- 10.1 A receiver is appointed for FAST or for its property and assets;
- 10.2 Proceedings under bankruptcy or insolvency laws are commenced by or against FAST;
- 10.3 FAST ceases doing business or discontinues offering maintenance for the Software.

11. CONFIDENTIALITY.

- 11.1 Agency acknowledges that all of the Software and Documentation provided to the Agency pursuant to this Agreement, in any form whatsoever, are FAST's "Confidential Information."
- 11.2 Both FAST and the Agency acknowledge that they may share Confidential Information under this Agreement. Each party agrees to protect the other party's Confidential Information with the same level of care as it does its own.
- 11.3 Agency hereby agrees: 1) to hold all Confidential Information in confidence; 2) to use FAST Confidential Information only for the purpose for which it is disclosed; 3) to reproduce the Confidential Information only to the extent allowed under this Agreement or as required by the Kentucky Open Records Act, KRS 61.870 et seq.; and 4) not to disclose the Confidential Information to any third party without FAST's prior written consent.
- 11.4 Agency agrees to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, in order to protect the confidentiality of FAST's Confidential Information.
- 11.5 Agency may disclose Confidential Information only to the Agency's employees on a need-to-know basis. The Agency will have executed or will execute appropriate written



agreements with its employees sufficient to enable it to comply with all the provisions of this Agreement.

- 11.6 Agency will segregate all FAST Confidential Materials from the confidential materials of others to prevent commingling.
- 11.7 At no time, under any circumstance, will any of FAST's Confidential Materials be removed from Agency property without the prior written consent of FAST.
- 11.8 Agency will notify FAST immediately upon discovery of any unauthorized use or disclosure of FAST's Confidential Information or any other breach of this Agreement by the Agency, and will cooperate with FAST in every reasonable way to help FAST regain possession of the Confidential Information and prevent its further unauthorized use.
- 11.9 If the Agency becomes legally obligated to disclose FAST's Confidential Information by any governmental entity with jurisdiction over it, the Agency will give FAST written notice sufficient to allow FAST to seek a protective order or other appropriate remedy. If disclosure cannot be avoided, Agency will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any of FAST's Confidential Information that is so discloses.
- 11.10 A Non-Disclosure Agreement in the form attached hereto as Attachment A, and incorporated herein by reference, shall be signed by the Agency's agents, contractors, contractors' employees, and any other third parties (non-Agency employees) who may be exposed to or gain access to FAST Confidential Information.
- 11.11 FAST shall treat all non-public Agency security policies, change management procedures, and compliance documentation as Confidential Information. FAST shall not disclose or use such information for any purpose outside the scope of this Agreement.
- 11.12 Upon termination of this Agreement, each party shall return or securely destroy the other party's Confidential Information upon request, except where retention is required by law or otherwise permitted under the Agreement. Where required, FAST shall certify the deletion of Agency's Confidential Information within 30 days of termination.
- 11.13 In the event of a security breach impacting Agency's data caused solely by FAST, FAST shall:
 - (a) Notify the Agency within 24 hours of discovery,
 - (b) Cooperate fully in investigation and mitigation efforts,
 - (c) Cover all reasonable costs for forensic analysis, notifications, and corrective actions subject to the limitation of liability set forth in section 14.3.



12. WARRANTIES. FAST warrants the tapes, diskettes or other media provided under this Agreement to be new, or like new and free of defects in materials and workmanship under normal use for ninety (90) days from the delivery date unless otherwise agreed to in writing by the parties. FAST will replace without charge any FAST supplied tapes, diskettes or other media not in good working order if returned to FAST during the warranty period.

13. WARRANTY EXCLUSIONS.

- 13.1 EXCEPT AS STATED IN SECTION 12, FAST, ITS PARENT, SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED.
- 13.2 The warranty provided in Section 12 does not cover repair for damages, malfunctions or service failures caused by:
 - (a) Unauthorized actions of non-FAST personnel;
 - (b) Failure to follow FAST's installation, configuration, operation or maintenance instructions;
 - (c) Attachment to the Software of non-FAST software or failure of software not maintained by FAST, unless such installation or use is approved in writing by FAST.

14. LIMITATION OF LIABILITY.

- 14.1 For purposes of this Section 15, "FAST" shall be deemed to include FAST and its affiliated entities, employees, agents, representatives, subcontractors, and suppliers, and "damages" shall be deemed to refer collectively to all injury, damage, loss, liability, expense or cost incurred.
- 14.2 FAST shall not be liable for indirect, special, collateral, incidental, or consequential damages, or for lost profits, savings or revenues of any kind, whether or not FAST has been advised of the possibility of such damages.
- 14.3 FAST's entire aggregate liability under this Agreement shall not exceed the annual value of the Contract during the Contract year the claim(s) arose.
- 14.4 In no event will FAST be liable for damages in connection with or arising out of the Agency's negligent or willful misconduct with regard to Agency's use of the Software or Documentation under this Agreement.
- 14.5 FAST is not required or obligated to interpret how any law, ordinance, statute, regulation or business process is or should be implemented into the System. The Agency is solely responsible for any damages (problems, issues, costs, loss of goodwill, lost time, etc.) resulting from the System performing in accordance with instructions from the Agency.
- 14.6 To the extent FAST causes data corruption or data loss of Agency data through Software defects, failures, or implementation of updates, then FAST shall be responsible for providing necessary data recovery support at no additional cost and up to the limit of liability set forth in 14.3.



15. INDEMNIFICATION/SAVE HARMLESS. To the extent permitted by Kentucky law, the Agency shall indemnify and hold harmless FAST from any and all third party claims, damages, costs, expenses, and actions, including reasonable attorneys' fees (collectively, "claims"), related to or arising out of this Agreement to the extent such claims are caused by or arise from the negligent or wrongful acts or omissions of the Agency, its employees, agents, or subcontractors under this Agreement. The Agency shall have no indemnification obligation under this Section to the extent any claims arise out of the negligence or misconduct of FAST.

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, to the extent arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

CONTRACT RELATIONSHIP. The parties hereby acknowledge and agree that each is an independent contractor, that no party shall be considered to be the agent, representative, master or servant of any other party for any purpose whatsoever, and that no party has any authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of any other party. Nothing in this Agreement shall be construed to create a relationship of partners, joint venturers, fiduciaries, or any other similar relationship between the parties.

16. TERMINATION. Either party may terminate this Agreement when the other has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days, after receipt of such notice.

16.1 If this Agreement is terminated for any reason, FAST shall, upon Agency's request, provide transition assistance to facilitate a smooth migration to a new system or vendor. This includes, but is not limited to, providing technical documentation, data exports in addition to those set forth in 16.2, and reasonable support services according to the payment structure set forth in this Agreement.

16.2 Upon termination of this Agreement, FAST shall provide Agency with a complete and usable copy of all Agency data in a mutually agreed format, at no additional cost. FAST shall also certify the secure deletion of any Agency data stored on its systems, except where retention is required by law or permitted under the terms of this Agreement.



17. **NON-APPROPRIATION:** All payments by the Agency pursuant to this Contract are subject to the availability of appropriated funds for the purposes of the Agreement. In the event that sufficient funds are not appropriated for the satisfaction of this Agreement, the Agency will terminate the Agreement, without termination charge or other liability to the Agency.
18. **ASSIGNMENT.** This Agreement cannot be transferred or assigned without the mutual written consent of FAST and the Agency.
19. **USE OF THE JURISDICTION NAME.** The Agency agrees that FAST may, prior to, in the course of performance of this Agreement (or any order), or thereafter use the Agency's name in advertising and promotional media as a customer or client of FAST.
20. **WAIVER.** None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence by any party, but only by an instrument in writing signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement will constitute a waiver of any other provision or of the same provision on another occasion. Failure to enforce any provision of this Agreement will not constitute waiver of such provision or any other provisions of this Agreement.
21. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties regarding its subject matter, superseding any prior oral or written agreements or understandings relating thereto.
22. **SEVERABILITY.** Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions of this Agreement.
23. **BINDING NATURE; NO THIRD PARTY BENEFICIARY.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
24. **PRECEDENCE.** If any term of this Agreement is in contradiction with another agreement on a different subject matter between the parties, the terms of this Agreement shall prevail unless the other agreement explicitly states otherwise.
25. **AMENDMENT.** This Agreement may only be enlarged, altered, voided or modified by a written amendment signed by FAST and the Agency.
26. **HEADINGS.** Descriptive headings and Section/Paragraph numbering in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.



27. SURVIVAL OF CERTAIN AGREEMENT TERMS. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the attachment hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the Agreement shall survive such termination or expiration date and shall be enforceable by the parties as provided herein in the event of a failure to perform or to comply by either party.

28. FORCE MAJEURE. Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, government actions, public disturbances, labor disturbances, fires, floods, epidemics, quarantines, restrictions, freight embargoes or unusually severe weather.

29. NOTICES. All deliveries, notices, requests, demands or other communications related to this Agreement that either party may be required or may desire to give to the other will be deemed received by the recipient when delivered personally; or by registered or certified mail, return receipt requested; or by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Communications should be addressed as follows:

FAST:

Fast Enterprises, LLC
7229 S. Alton Way Centennial, CO 80112
Attn: Legal
Tel: (303) 770-3700
Contracts@FastCore.com

AGENCY:


Louisville Metro Revenue Commission
Name: Amit Sarkar
Title: Assistant Director
Address: 617 W Jefferson Street, Louisville, KY 40202
Telephone: (502) 794-0856
Fax:
Email: Amit.Sarkar@metrorevenue.org

30. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Kentucky without giving effect to Kentucky's choice of law provisions. The Agency and FAST: (i) submit to the jurisdiction of the Agency and federal courts located in Kentucky as the case may be; (ii) waive any and all objections to jurisdiction and venue; and (iii) will not raise *forum non conveniens* as an objection to the location of any litigation.

ACCEPTED AND AGREED TO:



For Fast Enterprises, LLC


Signed by:

2AEDB035C8BA493...
Signature

James Harrison Member

Name and Title

6/5/2025
Date

For Agency:

Signed by:

D04F09054D584B5...
Signature

Amit Sarkar Assistant Director

Name and Title


6/5/2025
Date

APPROVED AS TO FORM AND LEGALITY
CONTINGENT UPON METRO COUNCIL APPROVAL
OF THE APPROPRIATION FOR THIS AGREEMENT

Signed by:

4870BB987F0A40F
MICHAEL O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date 6/4/2025

DS
 6/4/2025



ATTACHMENT A

NONDISCLOSURE AGREEMENT

FAST ENTERPRISES, LLC, a New York Limited Liability Company, ("FAST") is providing Louisville Metro Revenue Commission (the "Agency") access to FAST products, tools, inventions, innovations, design concepts, program code, knowledge capital and professional services.

The following articles govern the procedures by which the undersigned ("I", "me", "my") will handle FAST confidential information. Specifically:

1. FAST declares that the following are confidential ("Confidential Material"):
 - a) Any data, products, inventions, innovations, program source code, program object code, program executables, data designs, data definitions, programming aids, tools, utilities, configurations, drawings, formulae, algorithms, ideas, designs, concepts, know-how, discoveries, techniques, training material, documents, manuals, methodologies, specifications, models, and other knowledge capital, electronic or otherwise, owned by FAST whether copyrightable or patentable or not;
 - b) Information relating to the technology, customers, business plans, promotional and marketing activities, pricing policies, finances and other business affairs of FAST;
 - c) Any documents or material which are marked "Confidential";
 - d) Information which, under the circumstances, ought to be treated as confidential.
2. FAST will disclose such Confidential Material to individuals as required for:
 - a) The implementation, maintenance and support of FAST software for the Agency's use;
 - b) Use of FAST software by the Agency.
3. I agree to receive any such Confidential Material in confidence and to use such Confidential Material solely for the purpose defined in Section 2 above or as required by law. I further agree to take either:
 - a) Such measures as I would take in protecting the confidentiality of my own confidential information or
 - b) Such measures as a reasonable person would take in protecting the confidentiality of his or her own confidential information,
 whichever represents the higher standard, in protecting the confidentiality of the Confidential Material.
4. I agree that any Confidential Material that I receive can only be used for purposes outlined in Section 2 above. Other uses can be made only after obtaining the written permission of FAST.
5. I agree not to remove, from Agency's property, any Confidential Material without first obtaining the written permission of FAST.
6. I agree that I will not disclose any Confidential Material, directly or indirectly, to any party other than the Agency without first obtaining the written permission of FAST.



7. I agree that all Confidential Material provided under the terms of this Agreement shall remain the property of FAST and shall be returned to FAST upon its request, including any and all copies I might produce.
8. Nothing herein shall be construed as giving me any license or right in connection with the Confidential Material disclosed to me.
9. My obligation to maintain information in confidence shall not extend to such portions of the information that, at the time of disclosure to me, are general knowledge in the public domain.
10. I understand that my obligation to protect the confidentiality of the Confidential Material extends beyond my involvement with the Agency and beyond my involvement with FAST. Furthermore, my obligation to protect the confidentiality of the Confidential Material is not subject to changes in my employment status.
11. I understand that access to the Confidential Material is provided on a need-to-know basis. If, for any reason, such need no longer exists, I agree that I will return all Confidential Material to FAST, including any and all copies I may have produced.
12. I understand that Confidential Material is provided to me as-is and FAST makes no warranties with respect to Confidential Material.
13. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Kentucky without giving effect to Kentucky's choice of law provisions.
14. If any term of this Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Amit Sarkar

Print name

Signed by:

Amit Sarkar

D04F09054D584B5...

Signature

6/5/2025

Date



ATTACHMENT B

Annual GenTax® Maintenance Specifications

Annual Maintenance applies to licensed GenTax software components. Annual Maintenance does not apply to site components, configuration data, network, databases, training or items that are covered under support services. A subscription to Annual Maintenance includes the following:

1. Hot Fixes. FAST will provide the Agency with Hot Fixes released for the version of the licensed software used by the Agency. Hot Fixes usually apply to a small set of software components and are typically released to address urgent defects, such as a security issue.
2. Service Packs. FAST will provide the Agency with Service Packs released for the version of the licensed software used by the Agency. Service Packs are a packaged set of updates to existing software components and occasionally new software components. Each Service Pack is provided with documentation that identifies affected components and classifies the Service Pack item as either:
 - 2.1. *Low impact* – component is backward compatible
 - 2.2. *Medium impact* – component is backward compatible; configuration data or documentation changes are required
 - 2.3. *High impact* – component requires either new database structures, data updates, or recompilation of site components; existing business processes may be impactedService Packs are scheduled to be released on a quarterly basis but may be released more or less frequently as required. The Agency can separately procure support services to have FAST assist with the implementation of Service Packs.
3. New Versions. From time to time, FAST releases new versions (upgrades) of the licensed software. These upgrades are driven by new industry standards, client recommendations, and new functionality initiated by FAST. Upon release for general availability, FAST will provide the Agency with new versions of the licensed software used by the Agency. The Agency can separately procure support services to have FAST assist with the implementation of upgrades.
4. Defect Repair. FAST will resolve defects in the licensed software.
5. Documentation. New and revised documentation, including help files and documents related to configuration data, will be delivered to the Agency with the appropriate Service Packs and new versions.
6. Phone support. Phone support is available from 9:00 AM – 5:00 PM Mountain Time at the following number 1 (877) 275-3278 (1 (877) ASK-FAST). If support services are procured, on-site FAST support staff should serve as the initial contact point for all matters. Extended support hours can be provided by FAST under support services.



Licensed Software Defect Priority. Defects are submitted to the FAST Solution Center using a Solution Request Form. Solution Request Forms will be completed by the on-site FAST support staff, if any, and categorized by FAST as either:

- **Priority A** - a production defect affecting mission critical business operations. No workaround is available. The impact is widespread in terms of users unable to work, taxpayer accounts that cannot be accessed or system functions not available.
- **Priority B** - a production defect affecting multiple system functions but many business operations can be performed. A workaround is either not available or is difficult. Multiple users and taxpayer accounts are impacted.
- **Priority C** - all other defects.

Licensed Software Defect Response. The following response expectation table specifies the level of response that will be given to the Agency at each step of the defect resolution process based on the priority. The table specifies applicable service levels in terms of the maximum anticipated amount of time to complete each step.

- *Step 1* – this service level represents the acknowledgement of the defect and the beginning of the information gathering and troubleshooting process
- *Step 2* – this service level represents the time frame in which FAST will actively address the issue and pursue a resolution thereof

Priority	Step 1	Step 2
A	Next Business Day	<ul style="list-style-type: none"> • Work is started immediately upon receipt of the defect and continues until resolved. Dedicated resources are assigned to resolve the defect • The solution will usually be provided as a Hot Fix with specific instructions. • The solution will be incorporated into the next Service Pack and the Hot Fix will no longer be required.
B	Next Business Day	<ul style="list-style-type: none"> • Work will start within two (2) business days and will be performed during normal business hours. • The solution will be incorporated into the next Service Pack that is released after the solution has been completed. Upon request, the solution may also be provided as a Hot Fix.
C	One (1) Week	<ul style="list-style-type: none"> • Work will be started and performed subject to resource availability. • The solution will be incorporated into the next Service Pack that is released after the solution has been completed. • If the defect is not corrected, the Agency will be provided a workaround.



Escalation. The Agency will work with on-site FAST support staff, to the extent such personnel are available, to manage and resolve defects. The Agency, at its discretion, may escalate an issue to the Account Executive.

Note: If FAST cannot duplicate a defect in-house, FAST may need access to appropriate Agency environments.



ATTACHMENT C

Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations,



duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each



officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.



ATTACHMENT D

Provided the Louisville Metro Revenue Commission (LMRC) continues procuring at least three (3) full-time FAST resources (FTEs) on site to provide professional services, FAST will offer FAST Centralized Tech (FCT) services to LMRC at no additional charge.

FCT will consist of remote, part-time technical support to the LMRC on-site GenTax team. FCT services will be as mutually agreed by the parties based on the facts, circumstances, and operational needs of the project at the time tech support is needed.



ATTACHMENT E

HOSTING SPECIFICATIONS

Definitions

- **Actual Uptime:** total hours in the month less the number of hours in the month during which the FHS Business Service is substantially unavailable and such unavailability is outside of the Scheduled Downtime;
- **Availability:** Suitable or ready for use; readily obtainable; accessible;
- **Business Continuity Plan:** a document that contains the critical information a business needs to stay running despite adverse events;
- **Disaster:** A force majeure event that destroys part or all of an FHS business service, including IT equipment, and prevents continued operations;
- **Disaster Recovery Plan:** a documented process and/or set of procedures to recover and protect an IT business service in the event of a disaster;
- **Force Majeure Event:** An unforeseeable event due to natural or man-made causes that results in the inability of a party to meet its contractual obligations;
- **FHS Business Service:** The group of applications, middleware, security, storage, networks and other supporting infrastructure that enables a comprehensive, end-to-end business process, transaction or exchange of information. The FHS Business Service does not include any inputs/outputs external to the FHS Business Service.
- **Major Incident:** an event which has significant impact or urgency on the FHS Business Service;
- **Planned Uptime:** total hours in month – Scheduled Downtime;
- **Recovery Time Objective (RTO):** The maximum tolerable length of time that the FHS Business Service can be down after a major incident or force majeure event;
- **Recovery Point Objective (RPO):** the maximum targeted period in which data might be lost from the FHS Business Service due to a major incident or force majeure event;
- **Scheduled Downtime:** A planned suspension of part or all of the FHS Business Service to perform maintenance or enhance system operations;
- **Service Hours:** The agreed hours when the FHS Business Service is to be available.

Data Center Facilities

1. FHS's secured racks are situated in colocation data center facilities in the continental United States;
2. Facilities are designed to meet or exceed Tier 3 data center specifications including redundancy and concurrent maintainability specifications;
3. Facilities provide geographic disparity in order to minimize risk from localized threats (earthquakes, floods, hurricanes, etc.) and leverage power and connectivity redundancies;
4. FHS's colocation data center providers will complete annual 3rd party compliance audits



including SSAE 16 and the resulting SOC 2 Type II and SOC 3 reports. Evidence of these audits can be furnished to Agency. However, Agency may be required to sign an additional Non-Disclosure Agreement with the data center provider prior to receiving information related to the audit.

5. Upon request by the Agency, the Agency may conduct additional audit of FHS's colocation data center facilities one-time per year. Agency's audit rights are limited by any requirements, protocols and procedures set forth by FHS and/or the colocation data center facilities, including execution of Non-Disclosure Agreements if required.

Data Center Hardware and Third-Party Software Are Included

- **Hardware and Infrastructure:**
 1. Compute, storage, network and connectivity devices within the hosted infrastructure.
 2. All equipment is kept in good working order and with active manufacturer warranties and/or support contracts.
- **Software:** FHS maintains the licenses and provides support services for third-party software utilized in the FHS Business Service, as necessary to fulfill the obligations of this Agreement. Examples include:
 1. Operating Systems
 2. Relational Database Management Systems
 3. Virtualization licensing (if applicable)
 4. Log aggregation utilities
 5. Security information and event management (SIEM) products
 6. Secure file transfer applications (if applicable)
 7. Remote access solutions
 8. End point security
 9. Backup and restore solution
 10. Disaster Recovery solution
 - FHS reserves the right to deploy, remove or modify software or hardware products at its sole discretion provided performance targets continue to be met. No tenant will be granted access to hosted systems beyond the FHS Business Service.

Personnel

1. FHS has dedicated staff to design, manage, administer, support and secure our hosted systems including:
 - a. Systems administrators
 - b. Network engineers
 - c. Information security officers
 - d. Operational support
 - e. An FHS service manager will be the primary point of contact (POC) for FHS



2. An Agency service manager will be appointed as the primary point of contact (POC) for Agency

Hosted Environments Include

1. Development
2. Test
3. Training
4. Staging
5. Production
6. Control (FCR)
7. Control Testing (FCS)

eServices counterpart environments are included, along with environment sets for the applicable environments.

FHS sizes the underlying systems to meet the requirements of the Agency. In some cases, this may mean that there is an adjustment of the underlying equipment depending on Agency needs and size. Environments may be combined to meet these needs.

Important: Non-Production instances of the FAST application, including eServices, may only be used for gathering development feedback and acceptance testing. Additionally, Non-Production instances of the FAST application, including eServices, should not be exposed to the internet for usage by non-agency users, excluding testing by Agency business partners. Any usage that exceeds the above requirements would result in additional costs to cover additional licensing.

Backups

1. FHS maintains and monitors the system to ensure successful completion of data backups.
2. FHS conducts a backup recovery verification at least annually.
3. Backup data retention will meet or exceed applicable compliance or regulatory controls as appropriate for data classification or FHS policy.

Change Management

1. FHS will adhere to change management as prescribed in special publication NIST 800-53, Rev 4.
2. FHS leverages proprietary software tools to ensure changes are submitted, reviewed and approved by a change approval board (CAB) prior to approval.
3. FHS will apply patches to the FHS Business Service during the defined Scheduled Downtime, and/or after providing advanced notice to Agency.

Disaster Recovery (DR)

1. Disaster Recovery replication services will be provided for production systems only
 - a. FHS will work with Agency to bring additional environments on-line at the DR data center facility in the event that the primary data center is offline or unusable for more than twenty-one consecutive (21) days.



2. Redundant network paths are maintained between the primary data center facility and the secondary data center facility
3. Data will be replicated between primary and secondary data center facilities
4. Annual fail-over verification testing of the production environment of the FHS Business Service
 - a. Verification will not include all interface inputs or outputs unless mutually agreed to and incorporated into the Disaster Recovery plan
 - b. Backup restoration verifications are not in scope for annual DR verification
 - c. During verification exercises, the system at the primary site may be offline. Data modification during the verification exercise will not be replicated from secondary (DR) site back to primary site. A Scheduled Downtime window may be required for the verification exercise and is in addition to the standard monthly maintenance window.
5. FHS will maintain a Disaster Recovery (DR) Plan that:
 - a. Defines the FHS Business Service production environment and any dependencies that will be in scope for the DR protection.
 - b. Defines the criteria, as mutually agreed between FHS and Agency, for declaration of a disaster triggering execution of the DR plan.
 - c. Lists cutover steps necessary to execute cutover of the production system to the DR facility.
6. Service Level commitments may be suspended for up to forty-five (45) days following the execution of the Disaster Recovery Plan.

Security

1. FHS's security program is designed to substantially meet the security controls and assessment procedures for the **Moderate-Impact Baseline** defined by the National Institute of Standards and Technology (NIST) in the special publication **NIST 800-53 (Rev 4)**.
2. For purposes of compliance with the Payment Card Industry ("PCI") Data Security Standard ("DSS"), FHS does not store, transmit or process cardholder data as contemplated by PCI DSS requirements and FHS is not PCI certified. FHS understands that the Agency, as a merchant, may be subject to certain PCI DSS requirements. FHS agrees to provide to Agency information related to the subset of SAQ-A controls that are applicable to FastDS, to aid the Agency in completing any PCI DSS assessment that the Agency may be undergoing.
3. FHS service security highlights:
 - a. An annual 3rd party penetration test for FHS Business Services
 - i. An executive summary will be furnished, upon request, to Agency with remediation steps for any findings within twenty (20) business days following assessment completion
 - b. Monthly vulnerability scan of internal hosted networks
 - c. Monthly 3rd party vulnerability scan of external (public) facing endpoints



Service-Levels Commitments

1. Availability: Production FHS Business Services uptime will meet 99.80%, measured at the FHS perimeter over the course of each calendar month.
 - a. The availability requirement will be calculated as follows:

$$\text{Actual Uptime} \div \text{Planned Uptime} \times 100$$
 - b. Exceptions: No period of degradation or inoperability will be included in calculating availability to the extent that such downtime or degradation is due to any of the following:
 - i. Failures of the Agency or its authorized users' infrastructure, internal networks, internet connectivity or dedicated circuits;
 - ii. Any downtime or degradation not related to the FHS Business Service or other services provided by FHS
 - iii. Any downtime or degradation related to software, hardware, networks, systems, services, etc. not administered by FHS
 - iv. Scheduled Downtime
2. Recovery Point Objective: The maximum period of time in which data might be lost from an FHS Business Service due to a major incident.
 - a. FHS Recovery Point Objective (RPO) <= 8 hours
3. Recovery Time Objective: The maximum period of time that an FHS Business Service can be unavailable due to a major incident.
 - a. FHS Recovery Time Object (RTO) <= 24 hours
4. User Response Time: User Response Time is defined as the interval from the time a user transaction is received by the FHS servers, until the time that the FHS servers send a response back to the client machine. User Response Time must be <= two (2) seconds 95% of the time in the Production environment following a ninety (90) day post roll-out period. User Response Time must be <= two (2) seconds 90% of the time in the Production environment during the initial ninety (90) days following a roll-out.
 - a. Exclusions from User Response Time service level commitment:
 - i. Reports (Reports, Data Cubes, AdHocs, MySearches)
 - ii. Mail generation
 - iii. Batch job processing
 - iv. Site specific transaction dependent on external systems
 - v. Interfaces (transactions with call-outs to external systems)
 - vi. Web Publishing
 - vii. Logging in (including Single Sign On)
 - viii. Whitelisted transactions
5. Scheduled Downtime: Scheduled downtimes for production FHS Business Services will not exceed twelve (12) hours per month without prior approval from Agency.
 - a. Scheduled downtimes for production FHS Business Services will be communicated in



writing to Agency with a minimum of five (5) business days' notice.

- b. Scheduled downtimes for non-production FHS Business Services will be coordinated to minimize impact to the Agency.
6. Backups: FHS must ensure 95% of backup jobs complete successfully measured across each calendar month, including:
 - a. Daily backups to local backup system
 - b. Weekly backup to local backup system
 - c. Weekly backups copied to remote disk or tape
7. Service-Level Reports: Service Level Reports will be provided to Agency within ten (10) business days after the end of each calendar quarter. The report will describe the defined service level commitments for the prior calendar quarter as compared to the realized service levels.
8. Data/Confidentiality Breach: FHS maximum liability will be the amount actually reimbursed by the insurance carrier under FHS's applicable insurance policy up to \$10,000,000.

Hosting Services Do Not Include

1. Printing equipment and services, including post-printing processes (folding, stuffing, etc.)
2. Telecom equipment and services
3. Agency site internet circuits
4. Agency dedicated network circuits
5. Agency infrastructure and networking
6. Opening, scanning, data entry or processing of documents
7. End user workstations and software
8. User help-desk support
9. 3rd party software other than that which is required to deliver our standard services described above (E.g. MS Windows, MS SQL Server and virtualization software are included, but FAST application license is not. Additional client software for external interfaces such as IVR, are also not included)
10. Agency business continuity plan



ATTACHMENT F

FAST DATA SERVICES

TERMS OF USE

By using the Fast Data Services “FDS Services” as set forth below, Louisville Metro Revenue Commission a government agency (“LMRC” or “Subscriber”) agrees to be bound by these terms (the “Terms of Use” or “Agreement”). Fast Data Services, LLC (“FDS”) controls the FDS Services. Subscriber and FDS may be referred to herein as “Party” or “Parties”.

Under this Agreement, The FDS Services will consist of Subscriber being provided access to FDS public records searching.

In the provision of FDS Services, Subscriber will be provided access to public records, personally identifiable information, and information regulated under one or more federal laws.

LMRC may terminate the FDS Services by providing written notice to FAST, in which case the use of the services and the terms of this Agreement will terminate at the end of the month in which notice is given.

1. Subscriber Rights and Obligations.

As detailed below, the Subscriber will receive a license to use FDS services, subject to certain security and compliance conditions.

1.1 **Restricted License.** FDS grants to Subscriber a restricted non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use certain public record products and other products and services provided by FDS Services as permitted by this Agreement and all applicable laws, rules, regulations and regulatory directives. Subscriber may obtain and use FDS for Subscriber’s own internal business purposes consistent with this Agreement and for no other purpose. Except for the limited access and use rights granted in this Agreement, FDS retains all right, title and interest in FDS Services and Subscriber is not granted



any ownership rights or title thereto. FDS may immediately terminate this Agreement upon notice to Subscriber if:

- Subscriber has breached its obligations under this Agreement, and the breach (if capable of being remedied) is not remedied to FDS satisfaction within thirty (30) calendar days, or some other mutually agreed upon time frame, of Subscriber's receipt of written notice of the breach; or
- FDS reasonably believes that Subscriber is not in compliance with, or causes FDS or any third party not to be in compliance with, applicable federal or commonwealth laws and regulations.

1.2 Audit. Upon reasonable notice and subject to Subscriber's access and security policies and procedures, FDS may audit once per calendar year (but more frequently if the annual audit reveals a compliance issue) Subscriber's use of FDS Services for the purpose of investigating and confirming that Subscriber's use of the FDS Services is in compliance with this Agreement and applicable law. Subscriber will cooperate and provide FDS all documentation reasonably requested relating to Subscriber's account. Violations discovered in any audit may be subject to immediate action including, but not limited to, suspension of the provision of FDS Services and/or termination of the license. If the FDS Services are suspended, they will be reinstated immediately upon satisfactory resolution or remediation of any violations triggering the suspension.

1.3 Security Incident Response. Subscriber will develop and maintain an Incident Response Plan and will promptly (but in no event later than within twenty-four hours after becoming aware of the occurrence) notify FDS of any breach of security in which an unauthorized person has gained access to the FDS Services.

1.4 Validation. Where the Subscriber has access to FDS data, Subscriber will be obligated to implement appropriate data validation processes prior to utilizing data in any Subscriber workflows. FDS does not apply data validation processes to FDS data. FDS data is provided "as-is," without any warranty as to accuracy, and Subscriber assumes all risk of implementing FDS data into Subscriber workflows.



2. FDS Rights and Obligations

In addition to providing the license referenced above, FDS has certain rights and obligations under this agreement, as detailed below.

2.1 Provision of Services. FDS shall maintain and use Confidential Information to provide the FDS Services in accordance with this Agreement and for no other purpose. Except for the limited access and use rights granted in this Agreement, Subscriber retains all right, title and interest in its Confidential Information and FDS is not granted any ownership rights or title thereto. Subscriber may immediately terminate this Agreement upon notice to FDS if:

- FDS has breached its obligations under this Agreement, and the breach (if capable of being remedied) is not remedied to Subscriber's satisfaction within thirty (30) days, or some other mutually agreed upon time frame, of FDS's receipt of written notice of the breach; or
- Subscriber reasonably believes that FDS is not in compliance with, or causes Subscriber or any third party not to be in compliance with, applicable federal or commonwealth laws and regulations.

2.2 Disclaimer of Warranties. FDS Services are provided "as-is", with no warranties of any kind, whether express, implied in fact or by operation of law or statute, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, response times, uptimes, application availability or currentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose. FDS and its representatives, including parents, subsidiaries, and affiliates, shall not be liable to Agency or other third parties for any claim relating to the "as-is" nature of FDS Services and relating to disclaimed warranties. Further, in the event that Services would violate any applicable law, FDS may immediately terminate this Agreement with a prorated refund to the Agency which shall be the Subscriber's sole remedy for such early termination.

3. Mutual Clauses

3.1 Confidentiality



3.1.1 Services Information. Subscriber shall hold in confidence and shall not disclose, in whole or in part, information relating to FDS's business, including, without limitation, products, services, systems, processes, data sources, test results, and other FDS technical and financial information, as well as FDS Services and information derived from the FDS Services ("Services Information"), and any analyses, compilations and reports derived from any of the foregoing. Subscriber may not disassemble, decompile, or in any way reverse engineer any information derived from FDS Services. All obligations regarding Confidential Information are subject to the requirements of applicable Public Records Acts.

3.1.5 Access Restrictions. The Parties may only use FDS Services, Services Information, and Confidential Information as permitted under this Agreement. FDS Services may only be accessed from within the United States. Subscriber must not access and/or use the FDS Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by FDS.

Each Party will:

- Comply with the security requirements of 20 C.F.R Section 603.9(b) to the extent applicable;
- limit access to FDS Services, Services Information, and Confidential Information to only those employees who have a need to access in connection with the duties and obligations of their employment;
- advise its employees having access to FDS Services, Services Information, or Confidential Information of the proprietary and confidential nature thereof and of the obligations set forth in this Agreement;
- safeguard the Services Information using reasonable and appropriate administrative, technical, and physical security safeguards at least as strong as those used to protect the Party's own data;
- employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for FDS Services;
- track and monitor its access to FDS Services and Services Information and maintain logs evidencing such tracking and monitoring for at least 2 years;



- prevent any use not in conformance with this Agreement; and
- maintain records sufficient to demonstrate compliance with its obligations under this Agreement.

3.2 Compliance with Law. The Parties understand and agree that FDS Services may contain sensitive information that is governed by various commonwealth and federal laws. The Parties each certify that each will comply with all applicable federal, commonwealth, and local laws. Regulations, policies, and ordinances may be adopted or amended from time to time, including, but not limited to:

3.2.1 Gramm-Leach-Bliley Act Data. The Gramm-Leach-Bliley Act (15 U.S.C. §6801-6809) and its implementing regulations (collectively, “GLBA”) is a federal law enacted in the United States to control the ways that financial institutions deal with the private information of individuals. Data provided by FDS Services may include private financial information from Financial Institutions, subject to the GLBA. Subscriber hereby certifies that the specific purpose(s) for which such FDS Services will be requested, obtained and used by Subscriber is one or more of the following permitted uses under the GLBA:

- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- To comply with federal, commonwealth, or local laws, rules, and other applicable legal requirements.

3.2.2 Drivers Privacy Protection Act Data. The Driver’s Privacy Protection Act (18 U.S.C. §2721, *et seq.*) and related laws (collectively, “DPPA”) is a federal law that governs the privacy and disclosure of personal information gathered by State Departments of Motor Vehicles. Data provided by FDS Services may include data subject to DPPA. Subscriber hereby certifies that it will request, obtain, and use such FDS Services only for one of the following permissible uses under the DPPA:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, commonwealth, or local agency in carrying out that agency’s functions.



- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, commonwealth, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, commonwealth, or local court.

3.2.3 Death Master File (“DMF”) Data. Certain data provided by FDS as part of FDS Services may include information obtained from the Limited Access Death Master File (LADMF) made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110. All FDS subscribers are required to comply with all applicable laws and, if Subscriber is granted access to LADMF data, Subscriber will be certified compliant with 15 CFR 1110 prior to receiving LADMF data.

3.2.4 Fair Credit Reporting Act. FDS is not a “consumer reporting agency,” as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) (“FCRA”) and FDS Services do not constitute a “consumer report,” as defined by FCRA and shall not be subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. FDS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.

3.2.5 Federal Tax Information. Federal Tax Information (FTI) is a term of art defined in IRS Publication 1075 and consists of federal tax returns and return information (and information derived from it) that is in Subscriber’s possession or control. Subscriber hosts FTI data and therefore Subscriber retains liability for FTI and should make every effort to not transmit it for storage by FDS. FDS does not intend to store FTI.

3.3 Limitation of Liability. Each Party’s entire aggregate liability, including that of any third parties, to the other Party under this agreement is limited to direct damages not exceeding the fee paid by Subscriber for the FDS Services obtained which give rise to any first such claim during the 12 months before the action arose that gave rise to the first such claim. In no event shall either Party be liable for any consequential, incidental,



indirect, special, or punitive damages incurred by the other Party and arising out of the performance of this Agreement, including but not limited to loss of good will and lost profits or revenue, whether or not such loss or damage is based in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise, even if the other Party has been advised of the possibility of such damages. FDS's liability shall be limited to such amounts covered and paid by insurance under this Agreement. FDS's liability for any data breach or security breach shall be limited to only such damages required under applicable law.

3.4 FDS Right to Suspend or Terminate FDS Services.

3.4.1 In addition to the termination rights set forth in the Contract, upon notice to Subscriber (which notice shall be delivered to Subscriber as soon as practicable under the circumstances), FDS may suspend delivery of the FDS Services, in whole or in part: (i) if Subscriber has breached its material obligations, or failed to satisfy the material requirements of, this Agreement, (ii) the requirements of applicable law, rule or regulation have not or will not be met, or (iii) to investigate, respond to and/or remedy a suspected or actual concern on information security, privacy, defamation, criminal activity or legal compliance, until such breach, non-compliance or investigation is remedied to FDS' reasonable satisfaction.



ATTACHMENT G

Overview

This statement of work outlines the FAST Monitoring Services (FMS), along with specifications for its delivery. The objective of these services is for FAST to provide quality FAST system monitoring services that remove that burden from the client.

This SOW is intended to clarify the roles and responsibilities of FMS, to best meet the objectives of these services.

Termination of Service

FAST or the client has the right to terminate these services by giving at least thirty (30) days' notice in writing to the other party. Either party may terminate these services by written notice to the other party at any time if the other party commits a breach of service and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being requested to do so.

Performance

FAST will provide FMS services to the client under the following guidelines:

- All work will be performed by FAST employees.
- No part of these services will be implemented or monitored by a subcontractor.
- All monitoring will be performed from within the United States.
- All FMS operators will be submitted by FAST to the client for provisioning and authorization.
- FAST will maintain a list of FMS operators with authorized access to client resources. The client will be provided a list of FMS operators, along with any recent changes, in a monthly report.
- FMS operators are restricted to only batch monitoring-related functionality with extremely limited access to client application data. The operators have been trained and informed that if client data is inadvertently accessed, then it shall be treated as confidential and not be divulged or made known in any manner to any person except as necessary in the performance of their duties.
 - FMS will provide monitoring coverage.
 - In the unlikely event that there is an issue preventing batch monitoring from occurring in the FAST Headquarters, FAST should provide as much warning as possible to the client.
 - Batch monitoring will occur from the FAST Headquarters.



- o In cases where batch monitoring from the FAST Headquarters is not possible or if the FAST Headquarters is closed, batch monitoring may be able to be done by remote VPN access to the FAST domain or requests to on-site FAST project resources for backup batch monitoring support. If neither the FAST Development Center nor the on-site FAST project resources can support batch processing, the client must perform one or more of the following tasks:
 - Allow the job stream(s) to run without support from monitoring personnel;
 - Cancel the job stream(s);
 - Provide client resources to monitor the job stream(s).
- If FAST is unable to perform its obligations under the terms of this *Statement of Work* because of acts of God, strikes, failures of a carrier or utilities, equipment or transmission failures or damages that are reasonably beyond its control, or any other cause that is reasonably beyond its control, FAST shall not be liable for the unmonitored units of work and their associated damages. Performance under this *Statement of Work* shall resume when FMS is able to substantially perform its duties.

The client will have the right to terminate the services if FAST fails to provide the monitoring services described above.

Scope of Work

FAST Monitoring Services can include the following types of tasks:

Server Updates	<ul style="list-style-type: none">• Viewing• Adding• Aborting
Job Streams	<ul style="list-style-type: none">• Viewing• Adding• Stopping• Scheduling / Rescheduling• Aborting• Adjusting attributes, including, but not limited to:<ul style="list-style-type: none">o Scheduling start dateso Run Dateso Email specifications



Jobs	<ul style="list-style-type: none"> • Viewing • Adding • Scheduling / Unscheduling • Adjusting attributes, including, but not limited to: <ul style="list-style-type: none"> ◦ Threads ◦ Email specifications ◦ Documentation ◦ Groups ◦ Dependencies ◦ Parameters • Examining errors and interventions • Requeuing and archiving events (If required to address jobs that have stopped the job stream) • Computing projected job durations
Monitoring	<ul style="list-style-type: none"> • Job streams that stop • Job streams stuck in inconsistent states • Job streams that will not complete in a timely fashion • Jobs that fail and stop the stream • Jobs that have excessive failure rates • Jobs that exceed their max duration calculations • Jobs that significantly exceed prior durations
Issue Resolution	<ul style="list-style-type: none"> • Following the client's documented job procedures • Escalating issues • Assisting with troubleshooting: <ul style="list-style-type: none"> ◦ Router monitor ◦ SQL Trace ◦ Errors, deadlocks, timeouts, counts, etc.
Reporting	<ul style="list-style-type: none"> • Sending completion reports that include failures, escalations, errors, and other key metrics. • Sending monthly summary reports that include general job stream trends and other key metrics.
Special Request Tickets	<ul style="list-style-type: none"> • Implementing approved client special requests that fall into the scope outlined above.

Issue Resolution Procedures

- FMS operators will follow the issue resolution procedures outlined below during batch monitoring:
- Escalation processes may reference Batch Monitoring work items. These are the units of work used by the FMS operators to keep track of what job streams or server updates need to be



monitored for clients. Please see the Monitor Units of Work section of [Service Prerequisites](#) for more details on how to configure them.

Issue	Escalation Process	Escalation Timeframe
Server Update Failures	<p>If a server update is associated with a job stream, then the stream will be delayed and escalation will occur.</p> <p>If the server update is not associated with any job streams, escalation will occur.</p> <p>For issues relating to server updates, the primary contacts will be the FAST or client Tech team that is configured in the Batch Monitoring work item.</p>	<p>Within 30 minutes of receiving a failure notification</p> <p>If no notification is received, before the stream start time</p>
Server Updates Not Complete	<p>If a server update is associated with a job stream, then the stream will be delayed and escalation will occur.</p> <p>If the server update is not associated with any job streams, escalation will occur.</p> <p>For issues relating to server updates, the primary contacts will be the FAST or client Tech team that is configured in the Batch Monitoring work item.</p>	<p>Within 30 minutes of receiving a failure notification</p> <p>If no notification is received, before the stream start time</p>
Job Stream Issues	<p>If a job stream is inaccessible or unresponsive, escalation will occur.</p> <p>If the job stream status is suspect, escalation will occur.</p> <p>If the job stream will not complete in a timely fashion and may run into the next business day or another scheduled job stream or server update, escalation will occur.</p> <p>For job stream-related issues, the respective contact escalation order will be the job stream's call tree and then the Batch Monitoring work item contacts. However, the contact escalation order may vary depending on client documentation.</p>	<p>Within 30 minutes</p>
Stopped Job Streams Due to Job Failures	<p>The FMS team will follow a specific job's instructions in the FAST application under the job stream's <i>Documentation</i> tab:</p> <ul style="list-style-type: none"> If there is no documentation, escalation will occur. 	<p>Within 30 minutes</p>



	<ul style="list-style-type: none"> If documentation cannot be successfully implemented, escalation will occur. <p>For job-related issues, the respective contact escalation order will be the job stream's call tree, the primary developer on the job, the secondary developer on the job, and then the Batch Monitoring work item contacts. However, the contact escalation order may vary depending on client documentation.</p>	
Long-Running Jobs	<p>The FMS operators will review a specific job's specifications under the job stream's <i>Documentation</i> tab, which can be used to modify the default processes outlined below:</p> <ul style="list-style-type: none"> If the job's maximum duration is configured and the job's duration exceeds it, an examination will be performed and, if required, escalation will occur. If the job's maximum duration is not configured and the job's duration is 30 minutes over the historic average, escalation will occur. <ul style="list-style-type: none"> Note: FAST recommends that the client configure maximum durations to ensure that escalation occurs within its preferred timeframe. If the job has excessive errors, deadlocks, or timeouts, escalation will occur. <ul style="list-style-type: none"> Note: FAST recommends that the client configure <i>Stop at Errors</i> and <i>Error Percentage</i> to ensure that the desired failure rates are noted. If the job does not indicate that it will complete in a timely fashion and may run into the next business day or another scheduled job stream or server update (based on its estimated time of completion and events per minute), escalation will occur. <p>For job-related issues, the respective contact escalation order will be the job stream's call tree, the primary developer on the job, the secondary developer on the job, and then the Batch Monitoring work item contacts.</p>	Within 30 minutes or as documented on the job



	However, the contact escalation order may vary depending on client documentation.	
Special Request Issues	If there is a special request that cannot be implemented as requested, the respective contact escalation order will be the sender of the special request, the job stream’s call tree, and then the Batch Monitoring work item contacts. However, the contact escalation order may vary depending on client documentation.	Within 30 minutes or as documented on the <i>Special Request Form</i>

If the escalation process that is listed above does not result in a successful client contact, the FMS operators will attempt to use the site contact information that is configured in the FAST FCR Batch Monitoring contacts.

Provisioning Requirements

Account provisioning and authorization are required for the FAST Monitoring Services (FMS) batch operators. FAST will comply with initial client requirements and policies for provisioning. These requirements can include relevant background checks, confidentiality agreements, and training for batch monitoring. The FMS team will go through annual FAST security training and background checks which should replace any extensive client training and background checks.

FAST will provide advance notification to the client when additional operators are onboarded onto the FMS team. The client will make a best-effort attempt to provision the new accounts within 10 business days of receiving the required paperwork. If the client does not provision an operator within that timeframe and there are FMS scheduling problems, FMS may not be able to perform its monitoring duties.

FAST will notify clients within one business day if employment is ceased for an FMS operator. The client is responsible for ceasing the operator’s corresponding accounts.

Inspection

The client will have the right to inspect the FAST facilities and operations where the FMS services are performed. Client must provide FAST with at least 10 business days’ notice prior to visiting any FAST facility.



Service Prerequisites

To successfully transition to the FAST Monitoring Services (FMS), the following prerequisites in the table below need to be completed. Any referenced guides and documents will be provided during the onboarding process.

Note: For the purposes of this document, the term *FAST FCR* refers to the core FAST environment managed by the FAST Headquarters. This environment contains many tools and processes used by FAST employees.

Prerequisite	Description	Recommended Lead
Review Service Documents	The client and on-site FAST team should review FMS documentation and guides to set expectations for the service. Note: A meeting can be scheduled with FMS to further discuss specific details and to answer any questions.	PM
Adjust Contracts (If applicable)	If applicable, the client may need to adjust the existing contract with FAST to include FMS services along with any associated costs.	PM
Provision Accounts	Provision and authorize the FMS operators. Necessary client forms and instructional steps should be configured in FAST FCR. This will provide a centralized location to manage or view account provisioning updates or changes. There should be confirmed and documented client approval to create FMS operator accounts in case this access needs to be referenced in the future. This should typically be handled by the client account provisioning process. If needed, a list of the most current FMS operators can be referenced in FAST FCR's <i>Batch Monitoring Operators</i> adhoc report. Note: Refer to the Account Provisioning Tool Guide.	PM, site admin
Configure Monitor Units of Work	Determine and configure the batch monitoring units of work. These units of work are configured in FAST FCR and primarily include job streams that run outside of business hours. Server Updates that are not associated with any job stream can also be included. Additional information	PM, technical lead, architect



	<p>such as the batch monitoring application URL, site holidays, site contacts should also be configured.</p> <p>Note: Refer to the <i>FAST Monitoring Services Preparation - Batch Monitoring Units of Work Setup Guide</i>.</p>	
Setup FAST Batch Monitoring Application	<p>This is generally configured as a separate FAST application from the Production environment, which will be used by FMS operators to monitor client job streams. The Batch Monitoring application should be set up with the appropriate security to allow the FMS operators to fulfill their monitoring responsibilities. This security may vary depending on the client's monitoring requirements.</p> <p>Note: Refer to the <i>FAST Monitoring Services Preparation - Batch Monitoring Application and Batch Monitoring Application Site Features Security</i>.</p>	Technical lead
Review FAST Batch Monitoring Application Communication Security	<p>The Batch Monitoring application is required to be externally accessible because FMS operators will be monitoring job streams remotely. Security is an important consideration and, in order to mitigate the risks of exposing external endpoints, several key security procedures, processes, and technologies are recommended to be set in place.</p> <p>Note: Refer to the <i>Memo FAST Monitoring Services - Batch Application Communication Security</i>.</p>	Technical lead
Review FAST Monitoring Services PowerPoint	<p>Project batch monitoring resource should review the <i>FAST Monitoring Services PowerPoint</i> with on-call staff and developers. This will help set expectations for the service and go over tips on how to maintain a streamlined batch monitoring process.</p> <p>Note: Refer to the <i>FAST Monitoring Services PowerPoint</i>.</p>	PM, technical lead, architect
Coordinate Transition Plan	<p>During the FMS transition process, there will be three phases. The <i>Transition Plan</i> is used to provide a structured cutover period during which communication lines are opened and the FMS operators can validate the client's stream.</p>	PM, technical lead, architect



	<ul style="list-style-type: none"> • Phase 1: Project Leads with FMS Observing, Learning, and Reviewing • Phase 2: FMS Leads with the Project Observing and Reviewing • Phase 3: FMS Leads with the Project On-Call <p>Note: Refer to the <i>FAST Monitoring Services Preparation - Transition Plan Template</i> and <i>FAST Monitoring Preparation – Example Onboarding Timeline</i>.</p>	
Review Client Configuration	<p>The client configuration review helps ensure that the configuration and documentation are appropriate for the work the FMS operators will perform.</p> <p>Note: Refer to the <i>FAST Monitoring Services Preparation - Client Configuration Review</i>.</p>	Technical lead, architect
Implement the User Status Check Scan Job	<p>This scan job checks the user accounts status of FMS operators. The notifications from this job assist in preventing and remediating issues such as ceased or expired accounts/passwords.</p> <p>Note: Refer to the <i>FAST Monitoring Services Preparation – User Status Check Scan Job</i></p>	Architect, technical lead
Implement the Check Server Update Scan Job	<p>This scan job checks for successfully completed server updates and should be the first job in any job streams dependent on a server update.</p> <p>Note: Refer to the <i>FAST Monitoring Services Preparation – Check Server Update Scan Job</i></p>	Architect, technical lead
Send Job Stream Monitoring Data	<p>Client job stream monitoring data supplements the batch monitoring process as FMS will utilize it for both alerting and reporting purposes. This is an additional to the normal health check data that gets sent to the FAST Headquarters.</p> <p>Note: Refer to the <i>FAST Monitoring Services Preparation - Job Stream Monitoring Data</i>.</p>	Technical lead

Monitoring Escalation

In the event that an escalation is required by the FMS operators, the hierarchy for determining client contacts is outlined below:



Job Stream Call Tree

The call trees in the Job Stream manager contain contact information that is related to each specific job stream. The call tree is generally the primary resource for FMS operators in the event of an issue with a job stream.

If the staff rotation schedule is simple enough to express in words, these instructions can be entered in each contact’s **Note** field. For example, the **Note** field could state *Monday-Thursday* for one user and *Friday* for another to indicate their availabilities.

Note: FAST recommends that the client review the job stream on the first business day of each week to ensure that the call tree data is accurate.

Job-Specific Contact Information

For critical jobs, the primary and secondary developers can be specified with documented instructions on how to contact these individuals. The **Primary Developer** and **Secondary Developer** fields can be completed to ensure that issues are escalated directly to the responsible on-site resources.

If the developers should be first point of contact before the job stream call tree, this can be documented in the job stream documentation.

FAST FCR Batch Monitoring Contacts

The Batch Monitoring contacts that are specified by the client in the FAST FCR’s Batch Monitoring control will be used as a backup during escalation situations.

Some example situations may include when FMS operators are unable to access the FAST application call tree list or when FMS operators are unable to successfully contact any individuals listed in the FAST application call tree list.

Note: FAST recommends that contacts in the FAST FCR’s Batch Monitoring control be reviewed annually by on-site FAST resources.

FAST Batch Operator Contact Information

The recommended method to initiate contact with the FMS operators is to use the information listed below:

General Batch Operators Group Contact Information

The FMS operators should be reached using the following contact information:

By Email	<ul style="list-style-type: none">• BatchOperations@FastCore.com
----------	--



By Phone

- Business Cell: (720) 390-8952
- Business Voice Over Internet Protocol (VoIP): (303) 773-4099
- International Toll-Free for New Zealand and Finland: +800 33771337

Monthly Batch Monitoring Summary Report Contact Information

In the unlikely event that there is no response from the Batch Operators group, the contact information in the Monthly Batch Monitoring Summary Report can also be used. This report contains a list of active FMS operators along with their contact information. The client can try reaching each contact, in order, until a response is received.

FAST Monitoring Services Leadership Contact Information

The list below includes the FAST Monitoring Services leadership. These individuals do not require client provisioning or access to the Batch Monitoring application. This contact list should be used by the client in emergency situations after other channels to contact the FMS operators have been attempted. The client may also contact these individuals to address client concerns or discuss changes to the FAST Monitoring Services.

Name	Role	Phone Number	Email Address
Andy Tran	Project Manager	(626) 478-8729	atran@FastCore.com
Latigo Biggins	Director	(720) 284-9894	lbiggins@FastCore.com

Special Request (SPR) Ticket

FMS operators should be notified by the client of special requests that need to be performed. Special requests should be submitted by emailing BatchOpsSPRTicket@FastCore.com or adding a BatchOps Special Request ticket through FAST FCR's Ticket Manager. FMS operators will make a best-effort attempt to support last-minute requests and handle special requests when the functionality to implement them is available to FAST.



ATTACHMENT H

Combined Pricing Template

Year	Annual Software Maintenance	FDS	FHS	3 FTEs	Annual Amount	Estimated Quarterly Amounts by Year
1	\$600,000	\$7,500	\$436,000	\$1,165,560	\$2,209,060	\$552,265.00
2	\$600,000	\$7,700	\$457,800	\$1,262,976	\$2,328,476	\$582,119.00
3	\$600,000	\$7,900	\$480,680	\$1,313,208	\$2,401,788	\$600,447.00
4	\$618,000	\$8,100	\$504,700	\$1,365,648	\$2,496,448	\$624,112.00
5	\$636,540	\$8,300	\$529,900	\$1,420,273	\$2,595,013	\$648,753.30
Total	\$3,054,540	\$39,500	\$2,409,080	\$6,527,665	\$12,030,785	

Annual FTE Cost Breakdown

Year	Start	End	Per FTE Annual Price	# FTEs	Total FTEs Annual Cost
1	7/9/2025**	6/30/2026	\$388,520*	3	\$1,165,560*
2	7/1/2026	6/30/2027	\$420,992	3	\$1,262,976
3	7/1/2027	6/30/2028	\$437,736	3	\$1,313,208
4	7/1/2028	6/30/2029	\$455,216	3	\$1,365,648
5	7/1/2029	6/30/2030	\$473,424.64	3	\$1,420,273
Total					\$6,527,665

*Prorated at 96% of annual cost to account for July 9th, 2025 start date

**Current contract ends July 8th, 2025

Annual Maintenance Pricing

Year	Estimated Invoice Date (annual or first quarterly)	Annual Amount	Quarterly Amount
1	July 21, 2025	\$600,000	\$150,000
2	July 21, 2026	\$600,000	\$150,000
3	July 21, 2027	\$600,000	\$150,000
4	July 21, 2028	\$618,000	\$154,500
5	July 21, 2029	\$636,540	\$159,135

Annual Fast Hosting Services Pricing

Year	Estimated Invoice Date (annual or first quarterly)	Annual Amount	Quarterly Amount
1	July 21, 2025	\$436,000	\$109,000
2	July 21, 2026	\$457,800	\$114,450
3	July 21, 2027	\$480,680	\$120,172



4	July 21, 2028	\$504,700	\$126,175
5	July 21, 2029	\$529,900	\$132,475

Annual Fast Data Services Pricing

Year	Estimated Invoice Date (annual or first quarterly)	Annual Amount	Quarterly Amount
1	July 21, 2025	\$7,500	\$1,875
2	July 21, 2026	\$7,700	\$1,925
3	July 21, 2027	\$7,900	\$1,975
4	July 21, 2028	\$8,100	\$2,025
5	July 21, 2029	\$8,300	\$2,075

Invoice Schedule

Fiscal Year	Quarter	Estimated Invoice Date	Invoice Amount
2026	1	7/21/2025	\$552,265.00
2026	2	10/21/2025	\$552,265.00
2026	3	1/21/2026	\$552,265.00
2026	4	4/21/2026	\$552,265.00
2027	1	7/21/2026	\$582,119.00
2027	2	10/21/2026	\$582,119.00
2027	3	1/21/2027	\$582,119.00
2027	4	4/21/2027	\$582,119.00
2028	1	7/21/2027	\$600,447.00
2028	2	10/21/2027	\$600,447.00
2028	3	1/21/2028	\$600,447.00
2028	4	4/21/2028	\$600,447.00
2029	1	7/21/2028	\$624,112.00
2029	2	10/21/2028	\$624,112.00
2029	3	1/21/2029	\$624,112.00
2029	4	4/21/2029	\$624,112.00
2030	1	7/21/2029	\$648,753.30
2030	2	10/21/2029	\$648,753.30
2030	3	1/21/2030	\$648,753.30
2030	4	4/21/2030	\$648,753.30



ATTACHMENT I

INSURANCE REQUIREMENTS

Prior to commencing work, FAST shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. FAST shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Louisville/Jefferson County Metro Government's Purchasing Division and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. FAST shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by FAST evidencing proof of coverages.

Without limiting FAST's indemnification requirements, it is agreed that FAST shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require FAST to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The following clause shall be added to FAST's (and approved subcontractor's) Commercial General liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and minimum limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
 - 1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, primary, non-contributory, with a \$10,000,000 Combined Single limit for any one Occurrence and \$10,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Personal Injury



2. PROFESSIONAL LIABILITY (Errors and Omissions Including Cyber Liability Insurance), with limits not less than \$5,000,000 per occurrence or claim, and \$5,000,000 in aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by FAST in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. In the event that FAST 's policy is written on a "Claims Made" Form, FAST shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least two years after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that FAST has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
3. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.

C. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

D. MISCELLANEOUS

1. FAST shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government's Purchasing Division shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).
2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street



Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: FAST shall notify Metro's Risk Management Division of any policy cancellation within thirty (30) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, FAST shall notify Metro's Risk Management Division within thirty (30) business days. If FAST fails to notify Metro as required by this Agreement, FAST agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.
5. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of FAST hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of FAST.



ATTACHMENT J - Certificate of Liability Insurance

[Following Page]

FASTENT

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

02/04/2025

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

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

PRODUCER Moreton & Company - Idaho 2501 E State Ave #200 Meridian, ID 83642 208 321-9300	CONTACT NAME: Teresa Peterson Roberts PHONE (A/C, No, Ext): 208 321-9300 FAX (A/C, No): 208-321-0101 E-MAIL ADDRESS: tpeterson@moreton.com														
INSURED Fast LP, Fast Data Services, Fast Hosting Fast Enterprises LLC, Fast Management 7229 S. Alton Way Centennial, CO 80112	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Endurance Assurance Corporation</td> <td>11551</td> </tr> <tr> <td>INSURER B : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C : SompoAmerica Fire & Marine Ins. Co.</td> <td>11126</td> </tr> <tr> <td>INSURER D : Endurance American Specialty Insur Co</td> <td>41718</td> </tr> <tr> <td>INSURER E : Sompo America Insurance Company</td> <td>11126</td> </tr> <tr> <td>INSURER F : Liberty Surplus Ins Corp</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Endurance Assurance Corporation	11551	INSURER B : Evanston Insurance Company	35378	INSURER C : SompoAmerica Fire & Marine Ins. Co.	11126	INSURER D : Endurance American Specialty Insur Co	41718	INSURER E : Sompo America Insurance Company	11126	INSURER F : Liberty Surplus Ins Corp	
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INSURER F : Liberty Surplus Ins Corp															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	x	x	TGM30000839002	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	x	x	TAM30029850400	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	x	x	MKLV5EUE103803	01/01/2025	01/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		x	JWCS1050Y0	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
D	Tech E&O w/Cyber	x		CTO30075350000	01/01/2025	01/01/2026	\$5,000,000
F	XS Tech E&O Cyber	x		E06DABW3EG006	01/01/2025	01/01/2026	\$5,000,000 in XS \$5M

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

Umbrella follows form and extends over General Liability, Auto Liability, and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

Louisville/Jefferson County Metro Government
 Office of Management and Budget
 Purchasing Division
 611 West Jefferson St.
 Louisville, KY 40202-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EFFECTIVE DATE: 01/01/2025

EXPIRATION DATE: 01/01/2026

POLICY NUMBER: TGM30000839002

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

NAMED INSURED: Fast LP, Fast Data Services,Fast Hosting

POLICY NUMBER: TGM30000839002

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization that you are required in a written contract or written agreement to waive any right of recovery we may have against the person or organization, provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

This Endorsement Changes the Policy. Please Read It Carefully.

COMMERCIAL AUTOMOBILE ENHANCEMENT

This endorsement modifies coverage provided under the following:

BUSINESS AUTO COVERAGE FORM

1. BROADENED INSURED COVERAGE

Under **Section II – COVERED AUTOS LIABILITY COVERAGE**, the following changes are made:

A. BROAD NAMED INSURED

The following is added to **A. Coverage**, paragraph **1. Who Is An Insured**:

- d. Any legally incorporated entity of which you own more than 50% of the voting stock on the effective date of this coverage part is an insured.

B. ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT

The following is added to **A. Coverage**, paragraph **1. Who Is An Insured**:

- e. Any person or organization, not otherwise identified as an “insured” in this coverage or by endorsement to this coverage, that you are required by written contract, written agreement or written permit to name as an “insured”. However, such person or organization is an “insured” only:

- (1) With respect to the operation, maintenance or use of a covered “auto”; and
- (2) For “bodily injury” or “property damage” caused by an “accident” which takes place after:
 - (a) You executed the written contract or written agreement; or
 - (b) The permit has been issued to you.

The insurance provided under item **B.** above applies on a primary basis if that is required by the written contract, written agreement or written permit. Coverage under this provision is limited to the minimum limits of liability stipulated in that written contract, written agreement or written permit or the amount of loss not to exceed the Limit of Liability shown in the Declarations, whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to **A. Coverage**, paragraph **1. Who Is An Insured**:

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

D. FELLOW EMPLOYEE COVERAGE

B. Exclusions, paragraph **5. Fellow Employee** is deleted and replaced with the following:

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, we will cover "bodily injury" caused by your "employee" to his or her fellow "employee" if the "bodily injury" results from the use of a covered "auto".

2. ADDITIONAL SUPPLEMENTARY PAYMENTS

Section II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, paragraph 2.a. **Coverage Extensions, Supplementary Payments**, items (2) and (4) are deleted and replaced by the following:

- (2) Up to \$5000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

3. KNOWLEDGE AND NOTICE OF OCCURRENCE

Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, paragraph 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, item a. is deleted and replaced by the following and item d. is added:

- a. In the event of an "accident", claim, "suit" or "loss" you must give us or our authorized representative prompt notice of the "accident" or "loss" when the "accident", claim, "suit" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership or joint venture;
 - (3) An "executive officer" or director if you are an organization other than a partnership, joint venture or limited liability company;
 - (4) A member, if you are a limited liability company;
 - (5) A trustee if you are a trust; or
 - (6) An "employee" designated by you to give us such a notice.

This notice should include:

- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- d. Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "accident", claim, "suit" or "loss", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

4. WAIVER OF SUBROGATION

The following is added to **Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions**, paragraph **5. Transfer of Rights of Recovery Against Other To Us**:

If the insured has waived those rights prior to the “accident” or “loss”, our rights are waived also.

5. UNINTENTIONAL ERRORS AND OMISSIONS

The following is added to **Section IV - BUSINESS AUTO CONDITIONS, B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional and you report the failure to us as soon as practicable after its discovery. However, we reserve the right to charge additional premium for any such hazard.

6. BROADENED PHYSICAL DAMAGE COVERAGE

Under **Section III – PHYSICAL DAMAGE COVERAGE**, the following changes are made:

A. WAIVER OF DEDUCTIBLE – GLASS REPAIR

The following is added to **D. Deductible**:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

B. ADDITIONAL TRANSPORTATION EXPENSES

A. Coverage, 4. Coverage Extensions, paragraph **a. Transportation Expenses** is deleted and replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

C. ADDITIONAL LOSS OF USE EXPENSES

A. Coverage, 4. Coverage Extensions, paragraph **b. Loss Of Use Expenses** is deleted and replaced by the following:

For **Hired Auto Physical Damage**, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered “auto”.

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1500.

D. COST TO RECOVER STOLEN AUTO

The following is added to **A. Coverage, 4. Coverage Extensions.**

We will pay reasonable and necessary expenses incurred by you to return a stolen, covered "auto" from the place where it is recovered to its usual garaging place. The most we will pay for such expenses is \$1000. This Coverage Extension does not apply if your business is selling, servicing or repairing "autos".

E. PERSONAL EFFECTS COVERAGE

The following is added to **A. Coverage, 4. Coverage Extensions.**

In the event of a total theft of a covered "auto", we will pay for personal effects owned by an "insured" and in or on the covered "auto" at the time of "loss". The most we will pay for such personal effects is \$500 per "loss". No deductibles apply to this Personal Effects Coverage.

F. AIRBAGS – ACCIDENTAL DISCHARGE COVERAGE

The following is added to **B. Exclusions, paragraph 3.**

This exclusion does not apply to the accidental or unintended discharge of an airbag. The most we will pay for such "loss" is \$1000. This coverage is excess over any other collectible insurance or warranty.

G. VEHICLE WRAP COVERAGE

The following is added to **A. Coverage, 4. Coverage Extensions.**

In the event of a total "loss" to a covered "auto" and in addition to the actual cash value of the covered "auto", we will pay up to \$1000 to repair or replace vehicle wraps displayed on the "auto" at the time of "loss". The most we will pay under the Vehicle Wrap Coverage is \$5000 for any one "loss", regardless of the number of covered "autos" deemed a total "loss". For the purpose of this coverage, vehicle wraps are full color, graphic images printed on vinyl film and attached to an "auto".

7. ADDITIONAL DEFINITIONS

The following is added to **Section V – DEFINITIONS:**

"Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

This endorsement forms a part of
Policy Number:
Insured:

Effective Date:

Named Insured: Fast LP, Fast Enterprises LLC, Fast Data

Policy Number: ACVS1449X0

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

WC 00 03 13

(Ed. 4-84)

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2. Optional Extended Reporting Period

- a. If the Insurer cancels or nonrenews this Policy for reasons other than fraud or non-payment of premium or the **Named Insured** cancels or nonrenews this Policy, then the **Named Insured** shall have the right to purchase an optional Extended Reporting Period to immediately follow the end of the **Policy Period**.
 - b. The right to purchase the optional Extended Reporting Period will lapse unless, within thirty (30) days following the end of the **Policy Period**, the Insurer receives written notice of the Extended Reporting Period option elected along with payment of the additional premium for such optional Extended Reporting Period, as set forth in the Declarations.
 - c. If purchased, the optional Extended Reporting Period cannot be canceled by the **Insured** and cannot be canceled by the Insurer, except for non-payment of premium.
 - d. As a condition precedent to the **Named Insured's** option to elect the optional Extended Reporting Period, any and all premiums and Retentions that are due must have been paid and the **Named Insured** must have complied with all other terms and conditions of this Policy.
 - e. If the optional Extended Reporting Period is purchased, it shall run concurrently with the automatic Extended Reporting Period.
3. Coverage under any Extended Reporting Period applies only to **Claims** first made during the Extended Reporting Period, and only for **Wrongful Acts, Privacy Events, or Network Security Events** actually or allegedly taking place on or after the **Retroactive Date** and before the end of the **Policy Period**. Any such **Claim** will be deemed to have been made during the **Policy Period**.
4. The Extended Reporting Periods shall be subject to all other terms and conditions of this Policy.

III. DEFINITIONS

Whether in the singular or plural:

Additional Insured means any person or entity that a **Company** is required by written contract to add as an **Insured** to this Policy.

Application means all applications, including any written application and all attachments, and all other materials and information provided by or on behalf of the **Insured** to the Insurer for purposes of underwriting this Policy or any policy of which this Policy is a direct or indirect renewal or replacement.

Bodily Injury means physical injury, sickness, disease, or death of any person, and emotional distress or mental anguish arising out of the foregoing.

Breach Costs means reasonable and necessary fees, costs, charges, and expenses, charged by a **Breach Response Vendor** and incurred by the **Company** within twelve (12) months after a **Privacy Event** or **Network Security Event** is **Discovered**, to:

1. conduct any investigation, including a computer forensic investigation, and analysis of the **Insured's Computer System** to determine the cause and extent of such **Privacy Event** or **Network Security Event**;