

A G R E E M E N T

THIS AGREEMENT dated the 3rd day of May, 2023, is by and between the **CITY OF STAMFORD** (hereinafter the “City” or “Client”), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by Caroline Simmons, its duly authorized Mayor, and **AVANADE INC.** (hereinafter the “Consultant” or “Avanade”), a foreign (WA) corporation with a principal place of business located at 1191 Second Avenue, Suite 100, Seattle, Washington.

W I T N E S S E T H

WHEREAS, The City issued Request for Proposals No. 900 for Digital Transformation Advisory Services on March 2, 2023 (hereinafter the “City’s RFP No. 900”);

WHEREAS, The Consultant submitted a proposal in response to the City’s RFP No. 900 and presented on April 19, 2023 (hereinafter the “Consultant’s Proposal”); and

WHEREAS, The City has accepted the Consultant’s Proposal pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature, not merely recitals and are hereby incorporated into this Agreement;

2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES. The Contract Documents consist of this Agreement and the following Exhibits that, combined, define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services:

Exhibit A – Scope of Services;

Exhibit B –The City’s RFP No. 900;

Exhibit B-1 – Addendum No. 1, dated March 24, 2023, to the City’s RFP No. 900;

Exhibit C – The Consultant’s Proposal;

Exhibit D – Stamford Forms signed by the Consultant:

- Request for Taxpayer Identification and Certification;
- Certificate of Corporate Resolution RFQ/RFP;
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders;
- Contractor’s Statement;
- Proposer’s Information and Acknowledgement Form; and
- Non-Collusion Affidavit;

Exhibit E – Data Processing Terms;

Exhibit F – Data Protection Protocols;

Exhibit 1 – Client Personal Data Processing Terms; and

Exhibit 2 – Hourly Rates for Section 24.B

all attached hereto and hereby made a part hereof as if fully set forth herein;

3. NO EXCLUSIVE RIGHT TO WORK. Nothing contained herein shall grant the Consultant an exclusive right to perform the Scope of Services. The City may enter into similar agreements with other consultants at its sole discretion on an as-needed basis;

4. COMPENSATION. The Consultant shall be compensated for the Scope of Services in the fixed fee amount of Four Hundred Thousand Dollars (\$400,000.00). Consultant will bill the City at the date specified below;

Payment Milestone Trigger	Estimated Invoice Date	Fee (USD)
The City's signature of this Agreement	May 5, 2023	\$400,000
Total		\$400,000

The City will pay all undisputed amounts within 45 calendar days of the invoice date in accordance with payment instructions provided by Consultant. Consultant may charge interest on amounts that are not subject to a good faith dispute that were not paid when due at the lesser of 1.5% per month or the maximum legal rate.

Each party is responsible for taxes on its net income to the extent the party is not tax exempt, employment taxes and other claims of its employees, and taxes on property it owns or leases, and for any deficiency (including penalties and interest) on these and other taxes that are its responsibility. The fees do not include taxes and the City will pay taxes due under this Agreement, including sales, use, excise, business, value-added, goods and services, consumption and other similar taxes or duties, taxes on transactions between Avanade, its affiliates and third-party subcontractors. Each party will provide any resale, certification or other exemption information reasonably required by the other party and will cooperate to minimize taxes to the extent legally permissible.

5. COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the Scope of Services upon the dates stated in Exhibit A of this Agreement and shall complete said services in a timely, efficient and diligent manner pursuant to and subject to the terms set forth in this Agreement;

6. CONSULTANT'S REPRESENTATIVE AND KEY PERSONNEL. The following representative of the Consultant shall be authorized to communicate on behalf of the Consultant with respect to the Scope of Services:

Dawn Watson, Public Services Director, Business Development.

In addition to the Consultant's Representative, the following Key Personnel of the Consultant shall be assigned to, participate in and be available to the City for the Scope of Services:

Chris Willis, Executive / Global Lead, Digital Advisory;
Trevor Esko, Public Sector Program Manager, Microsoft; and
Robin Copland, Northeast Advisory Lead.

Neither the Consultant's Representative nor the Key Personnel shall be replaced by the Consultant for reasons within the Consultant's control, without fifteen (15) days prior written consent of the City:

7. REPRESENTATIONS. The Consultant represents that it is qualified in relation to the Scope of Services and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the Scope of Services and provide the Deliverables stated herein. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

Consultant will re-perform the Scope Services that do not materially meet the foregoing representation if the City notifies Consultant in writing within 30 calendar days of performance. Avanade represents that the Deliverables will materially conform to the requirements set forth in Exhibit A for 30 calendar days from delivery to the City, and will use commercially reasonable efforts to correct any non-conforming Deliverable if the City notifies Consultant in writing of the noncompliance within such period. The above representations do not apply to any noncompliance resulting from (a) City IP; (b) Third Party Products; (c) Consultant's reliance on a City responsibility; (d) the City's use of Deliverables in production prior to acceptance or other than in accordance with applicable documentation or design; (e) modification, damage or other action of the City or any third party; or (f) combination with hardware, software, technology, services or other items not supplied or approved by Consultant. Consultant does not warrant that the Deliverables are free from non-material bugs, errors, defects or deficiencies that do not impact the performance of the Deliverables. The remedies set forth in this Section 7 are the City's sole and exclusive remedies and Consultant's sole and exclusive liability for breach of the representations set forth in this Section 7.

EXCEPT AS SET FORTH ABOVE IN THIS SECTION 7, THE SERVICES, DELIVERABLES, CONSULTANT PRE-EXISTING IP AND OTHER ITEMS PROVIDED BY CONSULTANT ARE PROVIDED "AS IS". CONSULTANT DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICES, DELIVERABLES, CONSULTANT PRE-EXISTING IP OR OTHER ITEMS PROVIDED BY CONSULTANT (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE). Except as the parties agree in writing, consultant's warranties, obligations and liabilities and the City's remedies for Third Party Products are limited to any recourse available against such third party.

8. CAPACITY/INDEPENDENT CONTRACTOR. The Consultant is acting as an independent contractor and is not an employee of the City. This Agreement is for services only and does not create a partnership or joint venture between the Consultant and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term of this Agreement. The Consultant shall be responsible for paying, and complying with reporting requirements for, all applicable state, local, and federal taxes related to income made by the Consultant under this Agreement;

9. INDEMNIFICATION. Each party shall indemnify, hold harmless and defend the other party, its officers, agents and employees, from third party claims for loss, cost and damage that may be awarded in a final judgment or agreed to by the indemnifying party in a settlement of such claims:

- (a) where Consultant is the indemnifying Party, a claim that any Deliverable provided by Consultant its subcontractors or subprocessors to the City pursuant to this Agreement (i) infringes the third party's (A) copyright or trademark or (B) patent existing as of the date of delivery of such Deliverable in any country in which the Services are delivered; or (ii) constitutes misappropriation or unlawful disclosure or use of the third party's trade secrets, except in each case to the extent such claims are based on: (A) the City's modification or use other than as authorized by this Agreement; (B) the City's failure to use corrections or enhancements that Consultant made available; (C) the City's combination with any product, technology or information not supplied or approved by Consultant; (D) the City's distribution or use for the benefit of third parties; (E) Consultant's compliance with the City's specifications or requirements; or (F) any Third Party Product, City responsibility, or City IP;
- (b) where Client is the indemnifying Party, a claim that any City IP provided to Avanade pursuant to this Agreement (i) infringes the third party's (A) copyright or trademark or (B) patent existing as of the date of delivery to Avanade or Avanade's first use in any country in which the City IP was provided or is used by Avanade; or (ii) constitutes misappropriation or unlawful disclosure or use of the third party's trade secrets; and
- (c) where both parties are the indemnifying party, a claim of bodily injury to or death of a person, including the agents, employees, subcontractors and subprocessors of the indemnifying party, or loss of or damage to real and/or tangible personal property, resulting directly or indirectly from the indemnifying party's negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the indemnifying party, its officers, employees, subcontractors or subprocessors. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any

insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

The indemnified party must promptly notify the indemnifying party in writing of any indemnified claim and provide the indemnifying party reasonable cooperation and full authority to defend or settle the claim, provided that such settlement may not impose any obligation (monetary or otherwise) on the indemnified party without its consent. If any Deliverable is, or in Consultant's opinion is likely to be, held to infringe, Consultant will, at its expense, either (a) procure the right for the City to continue using it; (b) replace it with a non-infringing equivalent; (c) modify it to be non-infringing; or (d) direct its return, and refund to the City the fees paid for it. The remedies in this Section 9 are the sole and exclusive remedies and each party's entire liability with respect to indemnification and infringement.

10. INSURANCE. The Consultant shall procure, at its sole expense, and maintain for the entire term of this Agreement, including any extensions, insurance coverages in the monetary limits set forth in the City of Stamford Insurance Requirements included in the City's Request for Proposals No. 900. The Consultant shall be solely responsible for ensuring that its agents, including contractors and subcontractors, maintain insurance coverage at levels that the Consultant deems appropriate ;

11. LIMITATION OF LIABILITY.

11.1 No Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFIT, REPUTATION, DATA, SHARE VALUE, BUSINESS OR USE), REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE), WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE.

11.2 General Limitation of Liability. EXCEPT FOR BODILY INJURY OR DEATH, EACH PARTY'S AGGREGATE LIABILITY FOR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), WILL NOT EXCEED ONE MILLION US DOLLARS (USD \$1,000,000). THIS LIMITATION DOES NOT APPLY TO A BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 19 (SPECIFICALLY EXCLUDING CLAIMS INVOLVING CLIENT PERSONAL DATA, WHICH ARE SUBJECT TO THE LIMITATION IN SECTION 11.3), THE IP INFRINGEMENT INDEMNITY OBLIGATIONS UNDER SECTION 9, THE CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, OR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

11.3 Client Personal Data Limitation of Liability. CONSULTANT'S AGGREGATE LIABILITY FOR CLAIMS INVOLVING CLIENT PERSONAL DATA ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT OR

OTHERWISE), WILL NOT EXCEED ONE MILLION US DOLLARS (USD \$1,000,000).

12. ASSIGNMENT. The Consultant shall not assign or transfer any portion of the Scope of Services set forth herein without the prior written approval of the City;

13. SUBCONTRACTING/SUBCONSULTING. Aside from those subconsultants or subcontractors disclosed in the Consultant's Proposal and aside from Microsoft which the City acknowledges and agrees is an approved subconsultant under this Agreement, the Consultant is prohibited from further subconsulting or subcontracting the Scope of Services or any part of it unless the City first approves such subconsulting or subcontracting in writing and approves, in writing, of the specific subconsultant(s) or subcontractor(s) the Consultant proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should the City approve of a proposed subconsultant or subcontractor, the Consultant shall comply with the City of Stamford Code of Ordinances § 103.4;

14. REVIEW OF WORK. The Consultant shall permit the City, its agents and/or employees to review, at any reasonable time, all work performed pursuant to the terms of this Agreement at any stage of the work;

15. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed pursuant to this Agreement;

16. CONTRACT EXTRAS. Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., all contract extras regarding this Agreement shall be governed by the City of Stamford Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City of Stamford Charter and/or Code of Ordinances are materially complied with. The City of Stamford Charter and Code of Ordinances can be found at www.municode.com;

17. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS. The Consultant shall materially comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. The provisions of the City of Stamford Code of Ordinances can be found at www.municode.com;

18. COMPLIANCE WITH LAWS. Each party shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, and statutes that pertain to each party's operation of its business and specific industry. Each party will comply with all export control and sanction laws applicable to its performance under this Agreement, including the use and transfer of products, software, technology or services. Prior to providing the other party with goods, software, or technical

data that are subject to export controls, each party agrees to specify in writing the nature of any controls applicable thereto and any relevant export control classification numbers.

19. CONFIDENTIALITY.

Each party may have access to information that relates to the other party's business activities, including research, development, products, services, processes and technical knowledge, which is identified by the disclosing party as confidential or is reasonably understood to be confidential ("Confidential Information"). Each party will protect the confidentiality of the other party's Confidential Information in the same manner as it protects its own similar information, but in any event using a reasonable standard of care. Each party will use the other party's Confidential Information only as necessary to perform its obligations under this Agreement and will restrict access to such Confidential Information to its and its affiliates' personnel engaged in the performance, receipt or use of the Services, provided that such personnel are bound by obligations of confidentiality no less protective than under this Agreement. Except for any license or right expressly granted under this Agreement, each party reserves all right, title and interest in or to its Confidential Information. The parties' obligations with respect to Client Personal Data (as defined in Exhibit E attached to this Agreement) are set forth in Section 20 rather than in this Section 19. Nothing in this Agreement will limit use of information: (a) previously known to a party without an obligation of confidentiality; (b) independently developed by or for a party without use of the other party's Confidential Information; (c) acquired by a party from a third party which was not, to such party's knowledge, under an obligation of confidentiality; or (d) publicly available through no breach of this Agreement. If a party receives a subpoena or other valid legal process requiring disclosure of the other party's Confidential Information, such party may comply to the extent required by law and will, unless restricted by law, promptly notify the other party and reasonably cooperate (at the other party's request and expense) in opposing such a demand. The obligations included in this Section 19 shall be applicable during the term of this Agreement and will survive after its termination.

20. DATA PROTECTION AND PERSONAL DATA. The City will provide Consultant with access to the Client Personal Data (as defined in Exhibit E) described in Exhibit 1 (Client Personal Data Details) to this Agreement. The City agrees that it will not provide Consultant with access to any Client Personal Data under this Agreement that is not described in Exhibit 1. If Consultant determines it has received Client Personal Data from the City that is not required to perform the Services, Consultant will notify the City and return or destroy such Client Personal Data (as instructed by the City), and the City shall promptly take steps to prevent recurrence. With respect to Business Contact Data, (i) each Party consents to the use of such data consistent with applicable data protection laws and internal policies, (ii) with the providing party's permission the receiving party may transfer such data to its affiliates in any country in which the receiving party's organization does business, and (iii) each party will notify its personnel of the other party's proposed use of such data. The City grants Consultant the permission in (ii) to the extent required for Consultant to provide the Services and administer the account.

21. GIFTS. During the Term of this Agreement, including any extensions, the Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant;

22. CODE OF ETHICS. Except to the extent the City gives Consultant its prior written consent to publicize its relationship with the City, the Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and the Consultant shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances;

23. MORALS CLAUSE. Neither the Consultant, the Consultant's Representatives nor the Consultant's Key Personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If either the Consultant, the Consultant's Representative or the Consultant's Key Personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or is accused of performing or committing any act which could adversely impact the Consultant's events, programs, services, or reputation, the City shall have the right to terminate this Agreement upon fifteen (15) days written notice specifying the reason, within which period the Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole but reasonable discretion;

24. TERMINATION.

A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** Either party may terminate this Agreement for cause if the other party does not cure an Agreement related material breach within 30 calendar days of written notice by the party identifying the breach.

In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Consultant pursuant to its performance under this Agreement shall, remain subject to Section 25 below. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the Consultant's express written permission;

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If a party fails to perform any material requirement of this Agreement; or
- 3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this Agreement for cause, the Consultant shall subject to this Agreement, not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Consultant. Further, if applicable, the City shall have the right to:

- 1) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 2) Disqualify the Consultant from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination;

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies pursuant to this Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty business days (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall remain subject to Section 25 below. If this Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount equal to the time spent by Consultant personnel to perform the Services through the effective date of termination at the then-applicable hourly rate for such personnel to be negotiated in good faith by the parties, less any amounts previously invoiced by Consultant and paid by the City, provided that such amount plus the previously paid amounts will not exceed in the aggregate the amount of the original fixed fee for this Agreement. Consultant will deliver to the City all Deliverables that are in progress as of the effective date of such termination, which Deliverables will not be subject to the acceptance and warranty provisions set forth in the Agreement;

25. Intellectual Property.

25.1 Rights in Deliverables. Subject to the City's compliance with this Agreement (including full payment of any applicable fee), Consultant grants to the City a perpetual, non-transferable, non-exclusive, fully paid-up right and license to use, copy, modify and prepare derivative works of the Deliverables for the City's internal business purposes only.

All intellectual property rights, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights (“IP”) in the Deliverables remain in and/or are assigned to Consultant. The City will not reverse engineer, disassemble or decompile, or attempt to discover or recreate the source code to the Deliverables or engage in or permit any use, sublicensing, distribution, or other activity that is not authorized by Consultant.

25.2 Pre-Existing IP. Each party (or its licensors, as applicable) shall retain ownership of its IP which existed prior to the Agreement effective date and IP developed, licensed or acquired by or on behalf of a party or its licensors during the term of this Agreement which is not a Deliverable, in each case including any modifications thereto or derivatives thereof (collectively “Pre-Existing IP”).

25.3 City IP. The City or its third-party licensors own all right, title and interest, including intellectual property rights, in and to any information, equipment, software, data or other materials, including City Pre-Existing IP, that the City provides to Consultant under this Agreement (“City IP”). The City will obtain any consents and licenses necessary for Consultant to use the City IP to perform its obligations under this Agreement, and grants Consultant a non-exclusive, worldwide, royalty-free, fully paid-up license to use, display, modify, and prepare derivative works of City IP as required for Consultant to perform such obligations.

25.4 Residuals. Each party is free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services for any purpose. Consultant is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables, provided and to the extent that they do not contain City Confidential Information.

25.5 Third Party Products. The rights and terms of use for third party products, including open source, community or other free code or libraries of any type (“Third Party Products”), will be governed by the license between the City and such third parties;

26. CLAIMS FOR DAMAGES. Subject to the terms of this Agreement, should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage;

27. DISPUTE RESOLUTION.

A. EXECUTIVE MEETING. The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement (“Claims”) through a meeting of the chief executives of each party, or their respective designees (“Executive Meeting”);

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a

condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held; and

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon;

- B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation;

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings; and

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof;

- C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration;

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim;

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law; and

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut;

D. PERFORMANCE DURING DISPUTE. Except for a dispute related to non-payment by the City, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved;

28. SETOFF OF PROPERTY TAXES OWED TO THE CITY OF STAMFORD.

Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Consultant are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant pursuant to this section shall be applied to the Consultant's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

29. NON-APPROPRIATION. The City is a municipal corporation and, therefore, the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City of Stamford Board of Representatives of funds sufficient for such purposes for each budget year in which this Agreement is in effect. The City will make all reasonable efforts to seek funding approval before executing this Agreement and notwithstanding anything to the contrary in this Agreement, Consultant may immediately terminate this Agreement if the City does not receive sufficient funding.;

30. GOVERNING LAWS AND VENUE. The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut and that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The parties hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding;

31. INTERPRETATION. The following order of precedence (from highest to lowest priority) will control in the event of any conflict in terms between this Agreement and the Exhibits: (i) The Agreement; (ii) Exhibit A – Scope of Services; (iii) Exhibit E –Data Processing Terms; (iv) Exhibit F- Data Protection Protocols; (v) Exhibit 1 - Client Personal Data Processing Terms; (vi) Exhibit C – The Consultant's Proposal; (vii) Exhibit B-1 – Addendum No. 1, dated March 24, 2023, to the City's RFP No. 900; (viii) Exhibit B –The City's RFP No. 900; (ix) Exhibit D – Stamford Forms signed by the Consultant.

This Agreement, including all Exhibits, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended or modified except in a writing that specifically refers to this Agreement signed by the authorized representatives of each Party.

Conflicting or supplemental terms contained in any purchase order, online agreement (including click-wrap, browse-wrap, click-through, etc.), or any other document not meeting the requirements of this Section 30 are of no force or effect. This Agreement does not prohibit or restrict (a) either Party's right to perform services for any third party, including services comparable or similar to the Services or (b) the placement of resources involved in the performance or use of the Services. This Agreement exists for the benefit of the parties only, and only the parties may enforce it. The parties do not intend for this Agreement to confer any right or benefit on any third party. By entering into this Agreement, the City acknowledges and agrees that Contractor is not precluded from responding to bids and/or performing services related to implementing the City digital transformation outside of this Agreement;

32. NON-WAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that party may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The parties reserve the right to require material compliance therewith at any time, with or without notice, except as may be otherwise required herein; and

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

34. ALLIANCE RELATIONSHIP DISCLOSURE; COMMUNICATION WITH AFFILIATES. Consultant is owned by Accenture and Microsoft. As a result of this relationship, Consultant is primarily dedicated to providing solutions to clients using Microsoft products and platforms. Consultant works closely with Microsoft on marketing and technical matters to promote solutions using the Microsoft platform, and receives compensation and other benefits resulting from its Microsoft alliance and activities associated with its promotion of Microsoft products. Consultant's Microsoft certifications are dependent on Microsoft's verification of Consultant's work as a Microsoft partner. Accordingly, the City consents to Consultant sharing the City's name, contact information for a City representative, and general information about the Services with Microsoft and Accenture. If contacted by Microsoft, the City agrees to provide reasonably requested information relating to Consultant's performance of the Services;

35. Excuse. Neither party will be liable for any delays or failures to perform due to causes beyond that party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent the City fails to perform any of its responsibilities described in this Agreement, Consultant (a) shall be excused from failure to perform any affected obligations under this Agreement, (b) shall be entitled to a reasonable extension of time considering the particular circumstances, and (c) shall not be responsible for any consequence or liability arising from the City's failure. Each party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Print:
Witness

By: _____
Caroline Simmons, Mayor

Date: _____

Print:
Witness

AVANADE INC.

DocuSigned by:
Raghavendra Prabhu
3C9747CF783246C...

Print: Raghavendra Prabhu
Witness

DocuSigned by:
Robert Goetze
F0E4923B996B481...
By: _____

Date: _____

DocuSigned by:
Barbara Pawar
C2A9E88815CE454

Print: Barbara Pawar
Witness

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel

David Villalva
Risk Manager

Date: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

1. Project Overview.

Avanade shall provide transformation assessment activities in support of the City's digital transformation initiative, as stated in this Exhibit A (the "Project").

2. In Scope Services.

Pursuant to the Agreement, Avanade will provide the following advisory Services to the City:

- Help the City define its digital transformation journey strategy and vision.
- Execute workshops with all key stakeholders from each City department, as described in Section 6 of below.
- Execute ad hoc interviews with department subject matter experts ("SMEs") as needed.
- Execute one (1) to two (2) workshops (up to 6 hours in duration each) to help the City define a set of digital transformation goals and objectives ("North Star Vision"), for their new proposed service delivery experience. During these "art of the possible" workshop(s), Avanade will showcase leading industry experiences to inspire City stakeholders in reimagining what their future service delivery experiences may look like.
- Help the City capture a backlog of digital transformation initiatives aligned to their business priorities, that may be implemented outside this Agreement.
- Conduct a data and technology assessment in alignment with the backlog initiative items that are considered higher priority.
- Create the work product identified in Section 6 below.

3. Out of Scope Services.

Unless otherwise agreed to in writing by the Parties through the Change Control Procedure (described below), Section 2 of this Exhibit A describes Avanade's complete Scope of Services, and anything not outlined in Section 2 is considered as out of scope for Avanade under the Agreement. Furthermore, the Parties agree that the out-of-scope services for this SOW include, but are not limited to, the following:

- (a) Avanade is not providing regulatory or legal advice or opinions in connection with the Services. The City should consult its legal advisors with respect to any compliance, regulatory, or other matters that require legal interpretation. Changes in law and/or its interpretation may take place after the date that our Project commences or may be retrospective in effect. Client is solely responsible for assessing and interpreting changes in any applicable laws or regulations that may occur.
- (b) Avanade will not design or evaluate controls or develop specifications including those associated with Sarbanes-Oxley or any other law or regulation.
- (c) Implementing the proposed service delivery experience is out of scope.
- (d) Implementing the backlog is out of scope.
- (e) Developing solutions and suggestions for follow on development work is out of scope.

4. Assumptions/City Responsibilities/Dependencies.

Below is a list of items upon which Avanade has relied in agreeing to perform the Services described in this Exhibit A. The City understands that the success of this Agreement is a collaborative effort and includes certain actions which are under the control of the City or otherwise outside of Avanade's control. The parties agree that if any item is not performed, performed late, or proves to be invalid, incorrect, or untrue (a "Failure"), it may impact the schedule, fees & expenses, the Services, Deliverables (if any), and/or level of effort required and result in delays to the Project and/or increased cost to the City. Remediation of a Failure will be addressed and agreed upon by the parties pursuant to the Change Control Procedure. Avanade will be excused from its performance obligations to the extent Avanade's performance is adversely impacted by a Failure of any of the following:

4.1 Assumptions:

- (a) Avanade is entitled to rely upon the information provided by Client's personnel, and to reasonably rely on that of any vendors and other associated third parties that Client has authorized to interact with Avanade. If information provided by Client's personnel, vendors, or other associated third parties proves to be defective or contains errors that prevent Avanade from performing the Services, Avanade will notify Client and Client will promptly assess and remedy the issue.
- (b) The City acknowledges and agrees that Avanade is not providing any tax, legal, accounting or regulatory services or advice under this Agreement.
- (c) Avanade personnel will work remotely for the majority of the Services. Avanade personnel will work onsite as mutually agreed upon by the parties. Avande personnel may consist of Microsoft resources as identified in the Agreement and Avanade affiliates.
- (d) If the City records meetings with Avanade during the course of Avanade providing Services under this Agreement, such meetings are subject to the following: The City acknowledges and agrees that: (i) the recordings are for informational purposes only and are not binding; (ii) the City will obtain and document all necessary consents from Avanade personnel prior to each recording and will not record any Avanade personnel who do not provide such consent; (iii) the City will comply with all applicable recording and data privacy laws with respect to the recordings and the City is the "data controller" to the extent applicable under such law; (iv) such recordings are for the City's internal use only; and (v) the City may retain the recordings for only so long as a legitimate business purpose exists, but in no event longer than 2 years from the termination/expiration of this Agreement.
- (e) Each in scope workshop (except for the North Star Vision workshop(s)) will be for two (2) hours or less in duration.

4.2 Client Responsibilities:

- (a) The City is solely responsible for determining whether to use, refrain from using, and/or how it shall deploy any recommendations or other outputs provided by Avanade.
- (b) The City will provide Avanade all current and work in-progress strategy documentation work, within each domain/area, to be leveraged for review and development of milestones & roadmap, prior to the end of week 1 of the Project.
- (c) The City must promptly as needed, coordinate meetings with Avanade and key Client personnel, vendors and/or third parties, for the purposes of providing input and validation of key Services requirements.
- (d) The City must promptly provide Avanade with resources, data, and information according to the agreed upon project timelines, and make timely decisions as required for Avanade's performance of the Services.

- (e) The City must provide Avanade with appropriate access to Client’s personnel, materials, workspace, facilities, communications equipment, and systems as necessary for Avanade to perform the Services prior to the end of week 1 of the Project. For clarity, the City will grant remote access to onshore and offshore resources as applicable.
- (f) The City must promptly validate and endorse recommendations and identified business and technical requirements, designs, and specifications. The City has overall responsibility for making all strategic and material business decisions with respect to the Services, including but not limited to the determination of any requirements and specifications needed for compliance with the City’s policies and legal obligations.
- (g) The City must help resolve issues that may present barriers or roadblocks to the Services in a timely manner.
- (h) The City will be responsible for its use of the Services and Deliverables, and for ensuring that the Deliverables meet the City ’s requirements. The City understands and agrees that the City will be responsible for determining whether the Services and Deliverables provided by Avanade hereunder, including any revised business processes implemented pursuant to this Exhibit A, (i) meet the City’s business requirements, (ii) comply with all federal, state, and local laws, ordinances, codes, regulations, and policies, and (iii) comply with the City’s applicable internal guidelines, long-term goals and any related agreements.
- (i) The City must promptly procure and provide all third-party products (including open source, community or other free code or libraries of any type) (“Third Party Products”) required for Avanade to perform the Services. Such Third-Party Products are considered Client IP for the purposes of this Agreement.
- (j) The City’s necessary personnel will actively participate in the scheduled workshops, interviews, and review sessions as need for Avanade to provide the Services herein and will provide timely input and answers to Avanade’s questions. The workshops, interviews, and review sessions will only be scheduled once.
- (k) The City will provide a project manager in accordance with Section 5 of this Exhibit A below.

5. Project Management.

Project Management includes management of tasks and resources as well as coordinating workshops, interviews, review sessions and meetings. The City and Avanade will each assign a project manager o help facilitate each party’s responsibilities. A monthly steering committee meeting, led by both project managers, will provide updated Project status, know risks, known issues, and tasks performed.

6. Department Workshops and Work Products

For clarity, work product is not subject to acceptance.

Month	Tasks and Workshops	Work Product
Month 1	Project kickoff Team alignment (RACI) Stakeholder mapping Decision tree mapping Conduct stakeholder workshops (up to 2)	Project kick off presentation Stakeholder mapping document Decision tree
Month 2	Conduct workshop 2 (Change readiness) Document priorities Document digital strategy	North Star Document Initial Transformation Charter
Month 3	Conduct workshop 3 (Enterprise Change impacts) Conduct workshop 4 (Prioritization) Document workshop learnings Begin transformation backlog	Identification of priorities and gaps document Impact assessment and prioritized themes document
Month 4	Conduct workshop 5 (Address gaps/ blockers) Conduct workshop 6 (Review backlog and gain alignment) Conduct technical workshops (up to 4) Document workshop learnings Assessment presentation/documentation Update transformation log	Transformation backlog document Initial data findings document Tech assessment findings document
Month 5	Conduct security workshop Final assessment presentation/documentation	Technology assessment results document Next steps document

7. Project Deliverables

7.1 Identification of Deliverables:

#/Title of Deliverable	Description of Deliverable	File type (Word, Excel, etc.)
1./ North Star and Transformation Charter	Agreed to City North Star Vision and Transformation Charter.	PPT
2./ Initial backlog.	Listing of identified and prioritized transformation backlog.	Excel/ PPT
3./ Digital Transformation Journey Presentation	Readout of all initial assessment findings and recommended next steps.	PPT

7.2 Deliverables Feedback:

(a) Under this SOW, the Client representative responsible for providing feedback, if applicable, for each Deliverable is: Michael Albanese

(b) The Client representative shall provide feedback for each Deliverable above within 3 days after its delivery by Avanade (the "Feedback Period"). If there is no written response from the Client representative within the Feedback Period, the Deliverable shall be deemed accepted. If the Client representative delivers feedback to Avanade within the Feedback Period, Avanade will have a reasonable period of time to adjust or revise the Deliverable accordingly and redeliver the Deliverable(s) to Client. There will be a maximum of one (1) round, if any, of Client requested revisions for all Deliverables. Additional revisions will affect Project timeline and require a change request.

7.3 Feedback Scope. Unless the Parties otherwise mutually agree, the scope of the Feedback for each documentary Deliverable stated above will be limited to the fact that the Deliverable:

- (i) is clearly written, in language that appropriately skilled readers who will need to refer to the document ought reasonably to be able to understand;
- (ii) is complete, with an appropriate level of detail and any relevant cross-references; and
- (iii) has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.

8. Dates of performance of the Services.

Services are anticipated to begin on or about June 12, 2023 and conclude on or about November 10, 2023 on a consecutive business days basis. For the avoidance of doubt, Avanade has developed its workplan for the Project assuming this engagement will not have any breaks in time between the start date and end date of the Project (i.e., no blackout dates from the City) In the event that work is anticipated to extend beyond the scheduled end date, the Parties agree to document such extension of time using the Change Control Procedure.

9. Payment.

This Agreement has a cost of USD \$400,000* to the City, excluding taxes and expenses. Please refer to Section 4 (Compensation) of the Agreement for the invoicing schedule.

Avanade will not invoice Client for any travel expenses under this SOW unless the parties mutually agree otherwise.

*This cost reflects and Avanade discount of USD \$375,000. The pre-discount cost is USD \$775,000.

10. Issue Escalation.

In the event either Party determines it is not getting adequate resolution to a problem which may have material impact on the successful performance of the Services the following represents the escalation path to be followed:

- 1) Issues will initially be brought to the attention of each Party's Project Owner (Michael Albanese for Client; Kira Harper for Avanade).
- 2) If either Project Manager is unable or unwilling to address the issue, issues may next be taken directly to the Project Owner's supervisor (Isidore Sobkowski for Client; Robin Copland for Avanade).
- 3) If, after 10 business days, the issue remains unresolved, either Party may raise the issue to the Parties' senior executives. Any changes to or notifications of either Parties representative can be delivered via email and does not require a change request.

11. Change Control Procedure.

If this SOW requires modification, the Parties will utilize the following Change Control Procedure. The Party that identifies the need for a change will begin the process by requesting a change request. The Project Manager or Project Representative will then prepare an impact analysis, review, and agree on action to be taken, and document the approved change. The Change Control Procedure can be initiated at any time by either Party if there is a reasonable good faith belief that such change is required. Any disputes shall be resolved by following the procedure in the above Issue Escalation section.

Exhibit B
The City's RFP No. 900

Exhibit B-1
Addendum No. 1, dated March 24, 2023, to the City's RFP No. 900

Exhibit C
The Consultant's Proposal

EXHIBIT D
STAMFORD FORMS SIGNED BY THE CONSULTANT

- Request for Taxpayer Identification and Certification;
- Certificate of Corporate Resolution RFQ/RFP;
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders;
- Contractor's Statement;
- Proposer's Information and Acknowledgement Form; and
- Non-Collusion Affidavit;

EXHIBIT E DATA PROCESSING TERMS

This Exhibit E sets out the terms and conditions that apply to Client Personal Data in providing the Services.

1 Definitions.

“**Business Contact Data**” means data regarding a Party’s employees, contractors, directors or officers which is collected or received in the ordinary course of business for the purpose of maintaining or expanding a business relationship, including without limitation contract management, payment processing and business development purposes, related to the Agreement, and such other purposes as set out in the other Party’s data privacy policy. Business Contact Data will not include any other Personal Data.

“**Client Personal Data**” means data owned or controlled by Client to which Avanade has access and/or otherwise processes for the purpose of and during the provision of the Services which, individually or in combination with other data, names or identifies a natural person including: (a) data that is explicitly defined as a regulated category of data under applicable Data Protection Laws; (b) non-public identifying data, such as national identification number, passport number, social security number, or driver’s license number; (c) health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information; (d) financial information, such as policy number, credit card number and/or bank account number; and/or (e) sensitive personal data, such as mother’s maiden name, race, religion, marital status, disability, or sexuality. Unless prohibited or specifically governed by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

“**Data Protection Laws**” means all applicable data protection and privacy laws or regulations that apply to the processing of Client Personal Data by Avanade under the Agreement, including, as applicable, the EU General Data Protection Regulation 2016/679 (“**GDPR**”), the Federal Data Protection Act of 19 June 1992 (Switzerland), the UK Data Protection Law (post-Brexit), and any U.S. state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification (e.g., the California Consumer Privacy Act of 2018 (“**CCPA**”).

“**Data Protection Protocols**” means Exhibit F to this Agreement, which sets forth the Parties’ obligations with regard to the protection of Client Personal Data to be Processed under this Agreement.

“**Information Security Incident**” means a breach of Avanade’s security obligations set forth in the Data Protection Protocols leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Client Personal Data transmitted, stored or otherwise processed by Avanade. The foregoing does not include any of the following where there has been no unauthorized access to Client Personal Data: (a) pings and other broadcast attacks on firewalls or edge servers, (b) port scans, (c) unsuccessful log-on attempts, (d) denial of service attacks, (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers), or (f) similar incidents.

The terms “process”, “data subject”, “processor”, “subprocessor”, and “controller” will have the meaning prescribed to them under applicable Data Protection Laws.

2. **Obligations.**

2.1 Roles; Compliance. Client is the controller of Client Personal Data and Avanade is the processor of such data. Each Party will comply with the relevant Data Protection Laws to the extent applicable to such Party in its respective role.

2.2 Client Instructions. Avanade will process the Client Personal Data only in accordance with Client's documented processing instructions as set forth in this Agreement, unless otherwise required by applicable Data Protection Laws.

2.3 Confidentiality. All Avanade personnel, including subcontractors, authorized to process the Client Personal Data will be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

2.4 Security. Each Party will implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in the Data Protection Protocols. Client acknowledges and agrees that, taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, Avanade's implementation of and compliance with the security measures set forth in the Data Protection Protocols provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

2.5 Subprocessors. Client specifically authorizes the engagement of Avanade's Affiliates and Microsoft as subprocessors and generally authorizes the engagement of other third parties as subprocessors if identified in this Agreement. Avanade will contractually require each subprocessor to comply with data protection obligations that are at least as restrictive as those Avanade is required to comply with hereunder. Avanade will remain fully liable for the performance of the subprocessor. Avanade will provide Client with written notice of any intended changes to authorized subprocessors and Client will promptly, and in any event within 10 business days, notify Avanade in writing of any reasonable objection to such changes. If Client's objection is based on anything other than the proposed subprocessor's inability to comply with agreed data protection obligations, then any further adjustments will be at Client's cost. Any disagreements between the Parties will be resolved via the contract dispute resolution procedure.

2.6 Data Subject and Supervisory Authority Requests.

(a) Taking into account the nature of the processing and the information available to Avanade, Avanade will provide reasonable assistance to Client for any requests made by data subjects to exercise the rights set out in Chapter III of the GDPR or otherwise under the Data Protection Laws, including rights of access, rectification, erasure, portability, and the right to restrict or object to certain processing. Client will be responsible for directly responding to any such requests from data subjects, and Avanade will refer them to Client, except where not allowed by applicable Data Protection Laws. Client will be responsible for any reasonable costs of such assistance.

(b) Taking into account the nature of the processing and the information available to Avanade, Avanade will provide assistance to Client as reasonably requested with respect to Client's obligation to: (i) notify regulators and data subjects of a breach with respect to Client Personal Data as may be required by applicable Data Protection Laws; (ii) conduct data protection impact assessments with respect to the processing as may be required by applicable Data Protection Laws; and (iii) consult with regulators as may be required by applicable Data Protection Laws. Client will be responsible for the reasonable costs of such assistance.

2.8 Audits and Inspections. Avanade will make available to Client information reasonably requested by Client to demonstrate Avanade's compliance with its obligations in this Exhibit and submit to audits and inspections by Client (or Client directed third parties) in accordance with a mutually agreed process designed to avoid disruption of the Services and protect the confidential information of Avanade and its other clients. Any such audit or inspection will be subject to reasonable notice to Avanade, occur no more frequently than once annually (unless otherwise required by an applicable regulatory agency), take no more than one business day to complete and be at Client's cost.

2.9 Data Retention. Upon expiration or termination of the Services, Avanade will return or destroy any Client Personal Data in accordance with the terms and timelines agreed in the Agreement, unless otherwise required by applicable laws. Unless otherwise agreed, Avanade will comply with any Client deletion instruction as soon as reasonably practicable and within a maximum period of 180 days.

2.10 Rights and Consents. Client owns, has obtained, or will obtain all necessary rights and/or consents and has provided all necessary notices to data subjects as required by applicable Data Protection Laws, with respect to any Client Personal Data and to the extent necessary for the Parties to process such Client Personal Data under the Agreement. Client represents that (a) Avanade's processing of Client Personal Data in accordance with Client's instruction will be in compliance with applicable Data Protection Laws; and (b) prior to transmitting Client Personal Data to Avanade, Client will inform Avanade of any applicable requirements pertaining to the transmitted Client Personal Data. Client will be responsible for all liability for all claims and damages arising out of a breach of this Section 2.10.

2.11 Security Risks/ Violations of Law. Avanade will promptly notify Client if Avanade determines, in its reasonable business judgment, that the continued use or provision of the Services (a) poses a security risk for Client, Avanade or any third party or (b) will cause Client or Avanade to be in violation of any applicable Data Protection Law. In such event, the Parties will work together in good faith to resolve such issue in a timely manner. In no event will either Party be required to perform any activity that violates any applicable Data Protection Law. If Client requires that Avanade follow a processing instruction despite Avanade's notice that such instruction may violate an applicable Data Protection Law, Client will be responsible for all liability for all claims and damages arising from any continued processing in accordance with such instruction.

2.12 Avanade's Use of Client Personal Data. Avanade will not use, disclose, retain or sell any Client Personal Data other than to perform the Services in accordance with the Agreement, unless otherwise required by law.

2.13 Changes in Laws. In the event of (a) any change to (including generally-accepted changes in interpretation of) a Data Protection Law which requires any change in the manner by which Avanade is delivering the Services to Client; (b) any interpretation of a Data Protection Law by Client which requires any change in the manner by which Avanade is delivering the Services to Client, or (c) any material new or emerging cybersecurity threat which requires any change in the manner by which Avanade is delivering the Services to Client, the Parties will agree in good faith upon how Avanade's delivery of the Services will be impacted and make appropriate adjustments to the terms of the Agreement and the Services in accordance with the agreed change control procedures.

2.14 Suspension. Avanade may temporarily suspend the Services under this Agreement in whole or in part immediately if Avanade determines, in its reasonable business judgment, that the continued use or provision of the Services (a) poses a security risk for Avanade, Client or any subcontractors or subprocessors or (b) will cause Avanade or Client to be in violation of

any applicable Data Protection Law, in which case, Avanade will promptly notify Client and the Parties will work together in good faith to resolve such issue in a timely manner.

2.15 Information Security Incident. Avanade will maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Client Personal Data, Avanade will promptly notify Client without undue delay. Avanade will cooperate with Client in investigating the Information Security Incident and, taking into account the nature of the Services provided and the information available to Avanade, provide reasonable assistance to Client with respect to Client's breach notification obligations under any applicable Data Protection Laws. Client will be responsible for the reasonable costs of such assistance. Avanade's obligation to report or respond to an Information Security Incident is not an acknowledgement of any fault or liability.

**EXHIBIT F
DATA PROTECTION PROTOCOLS**

These Data Protection Protocols (“Protocols”) set forth the security protocols that Client and Avanade will follow with respect to maintaining the security and privacy of Client Personal Data in connection with the Services that Avanade provides to Client under this Agreement.

1. General. In the event of a conflict or inconsistency between the terms of the Agreement the terms of these Protocols, these Protocols will govern. Capitalized terms used herein, but not defined will have the meanings ascribed to them in the Agreement.

2. Organizing Information Security.

2.1 Each party will identify individuals who will be responsible for managing communications and confirming the implementation of and ongoing compliance with these Protocols on behalf of their respective organizations, namely the Accountable Managing Directors, Information Security Leads and Data Protection Officers.

2.2 Any communications related to these Protocols or the parties’ respective obligations regarding the security and privacy of Client Personal Data should be communicated in writing via e-mail or other written notice to each of the Accountable Managing Directors listed in this Agreement.

2.3 Any changes to these Protocols are subject to the change control process set forth in the Agreement.

2.4 Each party will be responsible for complying with each control designated as its responsibility in the table below, as the control relates to a party’s personnel and owned-equipment in its control and used to perform its respective obligations under this Agreement.

Control		Responsible Party	
		Avanade	Client
1.	Asset Management		
1.1	Acceptable Use of Assets		
1.1.1	If Avanade devices will be used to access Client Personal Data, Avanade will require its Personnel to use these devices in accordance with Avanade’s device usage procedures.	X	
1.1.2	Avanade will require its Personnel to comply with Client provided guidelines governing Avanade’s use of any Client provided devices that may be used to access Client Personal Data as part of a project.	X	
1.1.3	Avanade will implement processes designed to require its subcontractors to comply with Avanade procedures governing the use of any subcontractor provided devices that may be used to access Client Personal Data.	X	
1.1.4	Avanade will require Client Personal Data to be securely removed from all Avanade or subcontractor devices assigned to the project prior to reassignment.	X	
1.1.5	Client will configure and maintain any Client provided devices, equipment, applications, infrastructure, or any other Client furnished items, provided to Avanade for use as part of any Services, in accordance with industry standards, including without limitation, updating such devices or equipment with the most up to date patches, signatures for anti-malware, firewalls, etc.		X
1.2	Information Classification		
1.2.1	Client will notify Avanade if: (a) Avanade may have access, including incidental access, to Client Personal Data, or (b) Client Personal Data is being provided for Avanade to process as part of the Services. In either of the foregoing cases, Client will		X

Control		Responsible Party	
		Avanade	Client
	identify, classify and describe the classification restriction for any Client Personal Data clearly and appropriately.		
2.0	Human Resources Security		
2.1	Training		
2.1.1	All Avanade Personnel will complete mandatory general security and privacy training no less frequently than once annually.	X	
2.1.2	Avanade Personnel will complete project specific training to address these Protocols.	X	
2.1.3	All Client personnel will complete training on these Protocols.		X
2.1.4	Avanade shall complete and maintain records within agreed timeframes designed to confirm that all Avanade Personnel comply with these Protocols upon rolling-on and rolling-off the project.	X	
3.0	Physical and Environmental Security		
3.1	Physical Security		
3.1.1	Client shall implement reasonable physical security controls at all Client locations where Client Personal Data is being processed in accordance with the Client's physical security standards.		X
3.1.2	Avanade shall implement reasonable physical security controls at Avanade facilities where Client Personal Data is processed in accordance with Avanade's security procedures (e.g., cable locks, screen locks, secure portable devices).	X	
3.1.3	Avanade shall conduct regular walk-throughs of Avanade corporate facilities used to process Client Personal Data to validate that applicable physical security controls are enforced.	X	
3.1.4	In Avanade corporate offices utilized by Avanade to process Client Data, Avanade will implement the following or similar controls:		
3.1.4.1	Each entry door to the facility will be closed and locked while Client Personal Data is in the facility.	X	
3.1.4.2	Avanade will implement a reasonable process to designate the Avanade Personnel that may access the facility. Only Avanade Personnel with a reasonable business need will be provided access to the facility.	X	
3.1.4.3	An electronic access control system utilizing authentication in line with industry standards will be installed on facility doors to enable such access control, unless access to the Avanade facility is controlled by a guard on a 24/7/365 basis.	X	
3.1.4.4	The access control system will be secured against tampering.	X	
3.1.4.5	The access control system will log the entry of Avanade Personnel for each time the door is accessed. Entry logs will contain a reliable time stamp, door location, and identification of the individual who gained access to the room.	X	
3.1.4.6	Avanade will periodically review access records to verify that access controls are being enforced effectively.	X	
3.1.4.7	If applicable, Avanade may review CCTV video storage to verify that access controls are being enforced effectively to prevent unauthorized entry.	X	
3.1.4.8	Avanade will assess its physical and environmental security controls at least annually and undertake internal review of the test results to determine whether control changes are needed.	X	
3.1.5	All Avanade Personnel shall be registered and required to carry appropriate ID badges when onsite at Avanade corporate facilities.	X	
4.0	Communications and Operations Management		

Control		Responsible Party	
		Avanade	Client
4.1	Network Security Management (As applicable to each Party)		
4.1.1	Access Control Lists (“ACLs”) shall be maintained for network devices.	X	X
4.1.2	Network traffic shall pass through firewalls that are monitored and protected by intrusion detection/prevention systems that allow traffic flowing through the firewalls to be logged.	X	X
4.1.3	Access to network devices for administration shall require a minimum of 256 bit encryption.	X	X
4.1.4	Avanade and Client will satisfy mutually agreed upon technical parameters (e.g., complexity guidelines, token lifetimes) for each other’s network, application and server authentication credentials.	X	X
4.1.5	Where Client has provided devices to Avanade resources that permit access to Client Personal Data, Client will prevent such devices from having access to non-Client managed email solutions.		X
4.1.6	Anti-spoofing filters shall be enabled for email.	X	X
4.1.7	Transport Layer Security (“TLS”) between the Client and Avanade email domains shall be enabled.	X	X
4.2	Virtual Private Networks (“VPN”) and Remote Access. When remote connectivity to the Avanade network is required to process Client Personal Data and site to site VPN has been agreed upon, both Parties will deploy remote access services with the following or similar capabilities:		
4.2.1	Avanade and Client will each encrypt connections between the two parties using a minimum industry accepted standard and appropriate encryption technology.	X	X
4.2.2	Avanade and Client will each require the use of multi-factor authentication when access to the Client’s network from non-Client or non-Avanade locations is permitted as part of the project.	X	X
4.3	Data Storage and Handling of Client Personal Data		
4.3.1	When storage of Client Personal Data on digital mobile media is required, Avanade and Client will encrypt the data stored on the mobile media using an industry standard encryption technology.	X	X
4.3.2	If Avanade will access any Client Personal Data as part of the Services, prior to providing such access when possible in the context of the Services to be delivered by Avanade, Client shall pseudonymize, mask, de-identify or anonymize all such Client Personal Data prior to delivering or providing access to Avanade, and Client must identify which of the foregoing data transformation measures Client has implemented.		X
4.3.3	If unmasked/unscrambled Client Personal Data will be accessible by Avanade, Client must identify all such unmasked/unscrambled Client Personal Data together with any applicable compensating controls that the Parties agree will be used to mitigate Avanade’s access to such unmasked/unscrambled Client Personal Data.	X	X
4.4	Physical Transport of Data		
4.4.1	Avanade and Client shall each use professional or government sponsored couriers for any third party transport of hard copy or mobile media (using an industry standard encryption technology) containing Client Personal Data when transmitting such data.	X	X
4.5	Data Disposal		
4.5.1	Avanade will securely delete, destroy, and/or return, if feasible, any Client Personal Data no longer required in connection with the project.	X	
4.5.2	Avanade may retain archival copies of records containing Client Personal Data as reasonably necessary or as part of normal backup processes to verify Avanade’s compliance with the Agreement, or as required by applicable law or regulation.	X	

Control		Responsible Party	
		Avanade	Client
	Avanade shall not be obligated to retain archival copies of Client databases, or other compilations of Client Personal Data.		
4.5.3	Client shall advise Avanade of any data erasure or retention requirements based upon any applicable law or regulation.		X
4.5.4	Avanade shall destroy hard copies containing Client Personal Data via crosscut shredder or by deposit in a secure shred bin.	X	
5	Access Control		
5.1	User Access Management		
5.1.1	Management of Client and Avanade user accounts within Avanade systems shall follow Avanade's corporate access control procedures.	X	X
5.1.2	During the course of a project, Client shall periodically verify that no Client Personal Data will be processed other than the categories and types described in this Agreement		X
5.1.3	Avanade will, during the course of the project, implement user account creation and deletion processes and controls, with appropriate approvals, for granting and revoking access to all Avanade systems and applications that store or enable access to Client Personal Data. In addition, Avanade shall designate an appropriate authority (as defined by the engagement) to approve creation of new user IDs, or elevated level of access for existing user IDs.	X	
5.1.4	Client will, during the course of the project, implement user account creation and deletion processes and controls, with appropriate approvals, for granting and revoking access to all Client systems and applications that store or enable access to Client Personal Data. In addition, Client shall designate an appropriate individual (as defined by the engagement) to approve creation of new user IDs, or elevated level of access for existing IDs.		X
5.1.5	Avanade shall maintain a roster documenting access rights related to all Avanade Personnel as appropriate; including level, type of access authorized, date access was granted and date access was revoked or terminated.	X	
5.1.6	Avanade will review the access control log (ACL) at least quarterly, or as otherwise agreed to by the Parties in writing, to confirm that access levels are still appropriate for individual roles and to confirm that access revocations for Avanade Personnel who departed from the engagement have been processed correctly.	X	
5.1.7	Avanade and Client will grant system access to Avanade Personnel using the concept of Least Privileged Access, meaning individuals are only granted access to those resources and systems that are required to perform their role.	X	X
5.1.8	Avanade and Client will logically separate access between environments (e.g., development, testing, and production) using the concept of Least Privileged Access.	X	X
5.1.9	Avanade will revoke access of Avanade Personnel departing the project within 2 business days of departure, unless circumstances require immediate revocation.	X	
5.1.10	Before commencement of the project, Client will designate one or more specific individuals to administer, manage, and document Client systems or application access requests on behalf of Avanade Personnel who request access to Client Personal Data.		X
5.1.11	Avanade will appoint an individual who is separate from all other requestors and who is accountable for approving user IDs.	X	
5.1.12	Avanade and Client will require that individuals accessing systems and applications within their respective control use unique user login credentials.	X	X
5.1.13	Avanade will verify the source of any request for a login credential change before reissuing.	X	

Control		Responsible Party	
		Avanade	Client
5.1.14	Avanade will provide notification to the individual when he/she is assigned to a system administrator role.	X	
6	Password Management		
6.1	Avanade and Client will each securely store authentication credentials.	X	X
6.2	Avanade and Client will communicate user credentials in a secure manner, ensuring account/user IDs are separate from the authentication. Avanade and Client will require that electronic communications of user credentials to be encrypted using an industry standard encryption technology. Avanade and Client will securely store the Avanade user login credentials (in password vault, key vault, or equivalent).	X	X
6.3	Avanade and Client will require that their respective project personnel change initial login authentication credentials upon their first logon attempt. Avanade and Client will also prohibit their respective personnel from sharing user login credentials.	X	X
6.4	Avanade will require that Avanade system administrators change their user login credentials every 30 days. In addition, Avanade will require that administrator passwords must be significantly different from the previous 12 passwords.	X	
6.5	Avanade will require that its Personnel use distinctive user login credentials for different systems (e.g., Client, Avanade, personal).	X	
7	System administrator		
7.1	Avanade will maintain a log of all system administrators. System administrators will then maintain application-level ACLs that may contain additional details beyond what is in the project ACL (e.g., user IDs, levels of heightened access).	X	
7.2	Avanade will provide notification in writing to any individual assigned to a system administrator role so that the individual is aware of the privileged level of access that he or she has been granted.	X	
8	Encryption		
8.1	Avanade and Client will transmit Client Personal Data to one another using industry accepted encryption technology, when such data is not secured through another method.	X	X
8.2	Avanade will require that all workstations controlled by Avanade that are used to perform the Services (e.g., Avanade, rental, subcontractor workstations) are protected by full hard disk encryption using industry standard encryption technologies.	X	
8.3	Client will require that all workstations provided to Avanade by Client to perform the Services are protected by full hard disk encryption using industry accepted encryption technologies.		X
9	Information Security Incident Management		
9.1	Security Incident Reporting		
9.1.1	Avanade will require that its Personnel report to a centralized management response center (Avanade Asset Protection AAP@avanade.com) any Security Incident that may involve the loss or unauthorized acquisition of any Client Personal Data (e.g., a lost or stolen laptop).	X	
9.1.2	Client and Avanade will notify one another of any Security Incident which has resulted in the loss or unauthorized acquisition of any Client Personal Data (e.g., a lost or stolen laptop).	X	X
9.1.3	Client and Avanade will identify any additional Security Incident notification requirements that may be required.	X	X

EXHIBIT 1
CLIENT PERSONAL DATA DETAILS

The representatives of each party with overall responsibility with respect to access to and processing of Client Personal Data under the Agreement are:

	Client	Avanade
Accountable Managing	Isidore Sobkowski	Robin Copland
Information Security Lead	Glen Coleman	Kira Harper
Data Protection Officer	Michael Albanese	Richard Steen

The Client Personal Data to which Avanade will have access under the Agreement is described below:

General	
Nature and Purpose	The purpose of Avanade’s access to and processing of Client Personal Data is Avanade’s provision of the Services set forth in the Agreement.
Duration	The Parties acknowledge and agree that, unless otherwise stated herein, Avanade will only Process the described Client Personal Data during the term of the Agreement.
Client Instructions	Client instructs Avanade to process the Client Personal Data as necessary to provide the Services as described in the Agreement.
Data and Data Subject Details	
Type(s) of Client Personal Data to be Accessed or Processed by Avanade	<input checked="" type="checkbox"/> Contact Details (i.e. name, address, customer name, phone or fax number, email address, contact details) <input type="checkbox"/> Personal Descriptors (i.e. sex, age, place of birth, birth date, picture) <input type="checkbox"/> Location tracking data (i.e. GPS) <input type="checkbox"/> Governmental and Personal identifiers (i.e. Social Security Number, Driver’s License Number, Social Insurance Number) <input type="checkbox"/> Financial data (i.e. income, loan files, transactions, credit information, purchase and consumption habits, insolvency status) <input type="checkbox"/> Employment data (i.e. employee files, career background, evaluations, reference, interviews, disciplinary measures) <input checked="" type="checkbox"/> Data connection information (i.e. IP address,) <input type="checkbox"/> Other; please list: _____ <input type="checkbox"/> Not applicable (the Parties agree this category will apply if none of the foregoing categories are selected)
Type(s) of Client Personal Data to be Accessed or Processed by Avanade – Special Categories	<input type="checkbox"/> Information on racial or ethnic origin <input type="checkbox"/> Information on political opinions <input type="checkbox"/> Information on religious or philosophical beliefs <input type="checkbox"/> Information on trade union membership <input type="checkbox"/> Information on sex life or sexual orientation <input type="checkbox"/> Genetic data <input type="checkbox"/> Biometric data

	<input type="checkbox"/> Health data (mental or physical disabilities, family medical history, personal medical history, medical records, prescriptions, etc.) <input type="checkbox"/> Other; please list: _____ <input checked="" type="checkbox"/> Not applicable (the Parties agree this category will apply if none of the foregoing categories are selected)
Type(s) of Client Personal Data to be Accessed or Processed by Avanade – Additional Categories	<input type="checkbox"/> Financial account information, such as banking/ credit card data, account numbers, credit card numbers, etc. <input type="checkbox"/> Data relating to criminal charges, convictions, and offenses <input checked="" type="checkbox"/> Not applicable (the Parties agree this category will apply if none of the foregoing categories are selected.)
Categories of Data Subjects involved with Client Personal Data to be accessed or processed by Avanade	<input checked="" type="checkbox"/> Current, former, and prospective employees, including contract or temporary employees, of Client (excluding Business Contact Data) <input type="checkbox"/> Dependents, beneficiaries, spouses, and domestic partners of current, former and prospective employees, including contract or temporary employees, of Client <input checked="" type="checkbox"/> Customers of Client <input checked="" type="checkbox"/> Vendors, service providers, and business contacts of Client <input type="checkbox"/> Other: _____ <input type="checkbox"/> Not Applicable (the Parties agree this category will apply if none of the foregoing categories are selected)
Miscellaneous	
Relevant legislative, statutory and industry specific requirements pertaining to the Client Personal Data to be accessed or processed by Avanade	<input type="checkbox"/> General Data Protection Regulation (GDPR) <input type="checkbox"/> CCPA <input type="checkbox"/> Other Statutory/Legislative requirement: _____ <input type="checkbox"/> Other Industry Standard: _____ <input checked="" type="checkbox"/> Not applicable (the Parties agree this category will apply if none of the foregoing categories are selected.)
Notices	<p>If Avanade will collect Client Personal Data from data subjects on Client’s behalf as part of the Services, Avanade will, as directed by Client, use a privacy notice and/or consent request mechanism provided or expressly approved by Client. Any privacy notice must be conspicuous and available to data subjects to help them decide whether to submit their Personal Data.</p> <p>If Avanade will collect Client Personal data from data subjects on Client’s behalf via a live or recorded voice call, Avanade will be prepared to discuss the relevant Processing details and data retention practices with the data subject.</p>
Data Retention	<p>At the expiration or termination of the Services, Avanade shall</p> <input type="checkbox"/> return or <input type="checkbox"/> delete the Client Personal Data. <input checked="" type="checkbox"/> N/A as Client Personal Data will remain in Client’s system.

Exhibit 2
Hourly Rates for Section 24.B