

## **RELISH General Terms and Conditions for Cloud Service**

This General Terms and Conditions for Cloud Service (“GTC”) between RelishIQ, Inc., with offices at 9740 Bell Rd, Newbury, OH 44065, United States (“RELISH”), and **SAN MATEO COUNTY** with offices at **555 County Center, 4<sup>th</sup> Floor, Redwood City, CA 94063, United States** (“Customer”), is made as of the last signature date set forth below (“Effective Date”).

This GTC incorporates by reference the Support Services, attached as Exhibit A, the Service Level Agreement, attached as Exhibit B, and Data Processing Agreement (“DPA”), attached as Exhibit C which describe the support and operational matters of the Cloud Service, and Exhibit D, which contains additional terms (collectively the “Agreement”).

### **1. DEFINITIONS**

Capitalized terms used in this document are defined in the Glossary.

### **2. USAGE RIGHTS AND RESTRICTIONS**

#### **2.1. Grant of Rights**

RELISH grants to Customer a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Customer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

#### **2.2. Authorized Users**

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

#### **2.3. Acceptable Use Policy**

With respect to the Cloud Service, Customer will not:

- a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
- c) circumvent or endanger its operation or security.

#### **2.4. Verification of Use**

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. RELISH may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

#### **2.5. Suspension of Cloud Service**

RELISH may suspend or limit use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. RELISH will promptly notify Customer of the suspension or limitation in advance, to the extent reasonably practicable. RELISH will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

## **2.6. Third Party Web Services**

The Cloud Service may include integrations with web services made available by third parties (other than RELISH, its Affiliates or Sub Contractors) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third-party web services are not part of the Cloud Service and the Agreement does not apply to them.

## **2.7. Mobile Access to Cloud Service**

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

## **2.8. On-Premise Components**

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components.

# **3. RELISH RESPONSIBILITIES**

## **3.1. Provisioning**

RELISH provides access to the Cloud Service as described in the Order Form.

## **3.2. Support**

RELISH provides support for the Cloud Service as referenced in Support Services, attached as Exhibit A, and the Service Level Agreement, attached as Exhibit B.

## **3.3. Security**

RELISH will implement and maintain appropriate technical and organizational measures to protect the personal data processed by RELISH as part of the Cloud Service as described in the Data Processing Agreement for RELISH Cloud Services incorporated into the Order Form in compliance with applicable data protection law.

## **3.4. Modifications**

- a) The Cloud Service and RELISH Policies may be modified by RELISH. RELISH will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.
- b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to RELISH within thirty (30) days after receipt of RELISH's informational notice.

## **3.5. Analyses**

RELISH or RELISH Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Consulting Services, as set forth below ("Analyses"). Analyses will anonymize and aggregate information and will be treated as Cloud Materials.

Personal data contained in Customer Data is only used to provide the Cloud Service and Consulting Services. Analyses may be used for the following purposes:

- a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new RELISH products and services,
- b) improving resource allocation and support,
- c) internal demand planning,
- d) training and developing machine learning algorithms,
- e) improving product performance,
- f) verification of security and data integrity,
- g) identification of industry trends and developments, creation of indices and anonymous benchmarking.

#### **4. CUSTOMER AND PERSONAL DATA**

##### **4.1. Customer Data**

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to RELISH (including its Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to provide and support the Cloud Service.

##### **4.2. Personal Data**

- a) Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.
- b) In any event, Customer is responsible to comply with other application terms and conditions as it relates to the service Relish shall provide to move information, data or the like, into target applications. Customer shall inform Relish of any actual or potential risks or issues associated to the data Customer is providing.

##### **4.3. Security**

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from RELISH.

##### **4.4. Access to Customer Data**

- a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case RELISH and Customer will find a reasonable method to allow Customer access to Customer Data.
- b) Before the Subscription Term expires, Customer may use RELISH's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.
- c) At the end of the Agreement, and no greater than thirty (30) days after the expiration or termination of the Agreement, RELISH will delete all Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

- d) In the event of third party legal proceedings relating to the Customer Data, RELISH will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.
- e) Customer, through its subscription to Relish applications, hereby grants Relish permission to validate Tax IDs provided by payers/payees and that payers/payees through their relationship with Customer, authorize us to validate information payers/payees provide to payers/payees.

## **5. FEES AND TAXES**

### **5.1. Fees and Payment**

Customer will pay fees as stated in the Order Form. After prior written notice, RELISH may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. Other than as set forth in Section 6 Term and Termination, all Order Forms are non-cancellable and fees non-refundable.

### **5.2. Taxes**

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than RELISH's income and payroll taxes. Customer must provide to RELISH any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If RELISH is required to pay taxes (other than its income and payroll taxes), Customer will reimburse RELISH for those amounts and indemnify RELISH for any taxes and related costs paid or payable by RELISH attributable to those taxes.

## **6. TERM AND TERMINATION**

### **6.1. Term**

The Subscription Term is as stated in the Order Form.

### **6.2. Termination**

A party may terminate the Agreement:

- a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,
- b) as permitted under Sections 3.4(b), 7.3(b), 7.4(c), 8.1(c), or 12.4 (with termination effective thirty days after receipt of notice in each of these cases), or
- c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.
- d) Customer may terminate this Agreement or a portion of the Cloud Service and / or Consulting Services without a requirement of good cause if Customer is not able to obtain the Federal, State, or County funds required to support its subscription hereunder by providing written notice to RELISH as soon as is reasonably possible after Customer learns of said unavailability of funding. In the event of any such termination, Customer shall remain responsible for the payment to RELISH of all fees due under this Agreement for the applicable Cloud Service and / or Consulting Services through the effective date of termination.

### **6.3. Refund and Payments**

For termination by Customer or termination under Sections 8.1(c) or 12.4, Customer will be entitled to:

- a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination (unless such refund is prohibited by Export Laws), and
- b) a release from the obligation to pay fees due for periods after the effective date of termination.

#### **6.4. Effect of Expiration or Termination**

Upon the effective date of expiration or termination of the Agreement:

- a) Customer's right to use the Cloud Service and all RELISH Confidential Information will end,
- b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
- c) Termination or expiration of the Agreement does not affect other agreements between the parties.

#### **6.5. Survival**

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

### **7. WARRANTIES**

#### **7.1. Compliance with Law**

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- a) in the case of RELISH, the operation of RELISH's business as it relates to the Cloud Service, and
- b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

#### **7.2. Good Industry Practices**

RELISH warrants that it will provide the Cloud Service:

- a) in substantial conformance with the Documentation; and
- b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.
- c) None of the Software contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consent.

#### **7.3. Remedy**

EXCEPT AS TO THIRD PARTY CLAIMS AS SET FORTH IN THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING ANY PRODUCT PROVIDED BY RELISH, INCLUDING BUT NOT LIMITED TO, CLAIMS ALLEGING BREACH OF WARRANTY, NEGLIGENCE, STRICT

LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CLAIM OF A BREACH OF THE WARRANTY UNDER SECTION 7.2 WILL BE:

- a) the re-performance of the deficient Cloud Service,
- b) if RELISH fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of RELISH's failure to re-perform).
- c) subject to any limitations set forth in this Agreement, the cost of any damages to Customer caused by RELISH's breach of Section 7.2(c), in an amount not to exceed the total of all payments made by Customer to RELISH under this contract. CUSTOMER WAIVES ALL CLAIMS FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND/OR INDIRECT DAMAGES, LOSS OF GOOD WILL AND/OR BUSINESS PROFITS, WORK STOPPAGE AND/OR EXEMPLARY AND/OR PUNITIVE DAMAGES NO AGENT, EMPLOYEE OR REPRESENTATIVE OF RELISH HAS ANY AUTHORITY TO BIND RELISH TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL RELISH'S LIABILITY WITH REGARD TO THE SALE OR USE OF THE PRODUCTS EXCEED THE AMOUNTS SET FORTH IN SECTION 9 BELOW.

#### **7.4. System Availability**

- a) RELISH warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement.
- b) Customer's remedy for RELISH's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow RELISH's posted credit claim procedure. When the validity of the service credit is confirmed by RELISH in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due. Service credits are in addition to other contractual remedies, but any credits paid will be offset against any damages awarded for RELISH's breach of this section 7.4.
- c) In the event RELISH fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of at least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service and receive a prorated refund for any unused services by providing RELISH with written notice within thirty days after the failure.

#### **7.5. Warranty Exclusions**

The warranties in Sections 7.2 and 7.4 will not apply if:

- a) the Cloud Service is not used in accordance with the Agreement or Documentation,
- b) any non-conformity is caused by Customer, or by any product or service not provided by RELISH, or
- c) the Cloud Service was provided for no fee.

#### **7.6. Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER RELISH NOR ITS SUBCONTRACTORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF NON- STANDARD, CUSTOMER DEVELOPED INTEGRATION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THE AGREEMENT, OR THAT THE OPERATION OF ANY PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. CUSTOMER AGREES THAT IT IS NOT

RELYING ON DELIVERY OF FUTURE FUNCTIONALITY, PUBLIC COMMENTS OR ADVERTISING OF RELISH OR PRODUCT ROADMAPS IN OBTAINING SUBSCRIPTIONS FOR ANY CLOUD SERVICE.

## **8. THIRD PARTY CLAIMS**

### **8.1. Claims Brought Against Customer**

- a) RELISH will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or RELISH misappropriates any intellectual property rights, including a patent claim, copyright, or trade secret right. RELISH will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement RELISH enters into) with respect to these claims, and any reasonable costs including attorney's fees incurred by Customer in connection with the claim.
- b) RELISH's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by RELISH, or (iii) use of the Cloud Service provided for no fee.
- c) In the event a claim is made or likely to be made, RELISH may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, RELISH or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other, and RELISH shall refund all pre-paid fees by Customer within thirty (30) days, which, in addition to RELISH's continuing obligations to indemnify Customer under this Section 8.1, shall be Customer's exclusive remedies with respect to any claim that the Cloud Service is infringing.

### **8.2. Claims Brought Against RELISH**

Customer will defend RELISH against claims brought against RELISH, its Affiliates and subcontractors by any third party related to Customer Data except to the extent the claim arises from RELISH's acts or omissions.

Customer will indemnify RELISH against all damages finally awarded against RELISH, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

### **8.3. Third Party Claim Procedure**

- a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.
- b) The party that is obligated to defend a claim will have the right to fully control the defense.
- c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

### **8.4. Exclusive Remedy**

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or RELISH misappropriation of third party intellectual property rights.

## **9. LIMITATION OF LIABILITY**

### **9.1. Liability Cap**

Excluding each party's indemnification obligations with respect to third party claims to the extent set forth in Section 8 of this Agreement, notwithstanding any other provision herein, subject to Section 9.2, the maximum aggregate liability of either party (or its respective Affiliates or RELISH's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve-month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage during that twelve-month period. Any "twelve-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

### **9.2. Exclusion of Damages**

Subject to Section 9.1:

- a) NEITHER PARTY (NOR ITS RESPECTIVE AFFILIATES OR RELISH'S SUBCONTRACTORS) WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND/OR INDIRECT DAMAGES, LOSS OF GOOD WILL AND/OR BUSINESS PROFITS, WORK STOPPAGE AND/OR EXEMPLARY AND/OR PUNITIVE DAMAGES, and
- b) RELISH will not be liable for any damages caused by any beta or non-commercial Cloud Service provided for no fee.

### **9.3. Risk Allocation**

The Agreement allocates the risks between RELISH and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

## **10. INTELLECTUAL PROPERTY RIGHTS**

### **10.1. RELISH Ownership**

RELISH, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to RELISH and its licensors.

### **10.2. Customer Ownership**

Customer retains all rights in and related to the Customer Data. RELISH may use Customer-provided trademarks solely to provide and support the Cloud Service.

### **10.3. Non-Assertion of Rights**

Customer covenants, on behalf of itself and its successors and assigns, not to assert against RELISH, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

## **11. CONFIDENTIALITY**

### **11.1. Use of Confidential Information**

- a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its



obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.

- b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.
- c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate, to the extent legally permitted, with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

## **11.2. Exceptions**

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- b) is generally available to the public without breach of the Agreement by the receiving party,
- c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions,
- d) the disclosing party agrees in writing is free of confidentiality restrictions; or
- d) Is subject to disclosure as required by law.

Notwithstanding anything to the contrary in this Agreement, RELISH acknowledges that the Customer is a public entity subject to the California Public Records Act (Cal. Govt. Code § 7920.000 et seq. (the "CPRA")). RELISH agrees that Customer shall not be in violation of this Agreement or of any other obligations owed to RELISH for complying with the CPRA, including disclosing Confidential Information, to the extent such Confidential Information is required to be disclosed under the CPRA, as determined in the reasonable discretion of Customer. RELISH further acknowledges and permits the disclosure by the County of this Agreement, and all exhibits thereto, including price, cost, scope of work and performance information and Order Forms to the extent required in the reasonable discretion of Customer, to ensure compliance with the CPRA, the Brown Act or other public disclosure required for approval of this Agreement and any amendments thereto (a "Required Disclosure"), and that Customer shall not be required to provide notice to RELISH of such disclosures.

## **11.3. Publicity**

Neither party will use the name of the other party in publicity activities without the prior written consent of the other of which Customer's consent shall only be provided by its Chief Intellectual Property officer. Publicity activities do not include Customer's activities within the course and scope of its business as a public entity, including without limitation publishing the name of RELISH in connection with a response under the CPRA or compliance with the Brown Act,.

## **12. MISCELLANEOUS**

### **12.1. Severability**

If any provision of the Agreement is held to be unenforceable by final order of any court of competent jurisdiction, that provision shall be severed from this Agreement, and shall not affect the interpretation or enforceability of the remaining provisions of this Agreement.

### **12.2. No Waiver**

No addition to or modification of this Agreement shall be binding upon either Party, nor shall the Parties be deemed to have waived any provision of this Agreement by any action or inaction, unless the addition, subtraction and/or waiver is evidenced by a written document signed by duly authorized representatives of both Customer and RELISH.

### **12.3. Electronic Signature**

Electronic signatures that comply with applicable law are deemed original signatures.

### **12.4. Trade Compliance**

- a) RELISH and Customer shall comply with Export Laws in the performance of this Agreement. RELISH Confidential Information is subject to Export Laws. Customer, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. Customer shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) or Syria.
- b) Upon RELISH's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer RELISH may immediately terminate Customer's subscription to the affected Cloud Service if (i) the competent authority does not grant such export authorization within eighteen months or (ii) Export Laws prohibit RELISH from providing the Cloud Service to Customer.

### **12.5. Notices**

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by RELISH relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.

### **12.6. Assignment**

Without RELISH's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. RELISH may not assign or transfer the Agreement to any of its Affiliates or other third parties without the prior written consent of Customer. Notwithstanding the foregoing, RELISH shall have the right to assign this Agreement, its rights and its obligations hereunder, in whole or in part, without Customer's consent, as part of an acquisition transaction, including, but not limited to, a sale of all or substantially all of its assets, a merger, a consolidation or a change of control.

### **12.7. Subcontracting**

RELISH, may subcontract parts of the Cloud Service or Consulting Services to third parties, provided that RELISH certifies that such third parties are fully equipped to and shall meet the duties required of RELISH under this Agreement. RELISH is responsible for breaches of the Agreement caused by its subcontractors and shall defend and indemnify Customer for losses claimed by a third-party to the extent caused by such breaches.

### **12.8. Relationship of the Parties**

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

### **12.9. Force Majeure**

Any delay in performance (other than for the payment of amounts due) caused by a force majeure event, as that term is generally understood, shall not be construed as a breach of the Agreement. The time for performance for all matters other than payment will be extended for a period equal to the duration of the force majeure conditions preventing performance.

### **12.10. Governing Law**

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of California, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction and venue of the courts located in San Mateo County, California, USA. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

#### **12.11. Insurance**

RELISH will maintain sufficient insurance to cover liabilities through the duration of this agreement. Additional insurance requirements are set forth in Exhibit D and incorporated by reference as if fully set forth herein.

#### **12.12. Entire Agreement**

The Agreement constitutes the complete and exclusive statement of the agreement between RELISH and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. The Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if RELISH accepts or does not otherwise reject the purchase order.

### **Glossary**

**"Affiliate"** of a party means, in relation to a company, any company or other entity, whether or not with legal personality, which directly or indirectly controls, is controlled by or is under joint control with that company.

**"Agreement"** means these General Terms and Conditions, an Order Form and any other mutually agreed to documents incorporated into an Order Form.

**"Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of:

- a) Customer,
- b) Customer's Affiliates, and/or
- c) Customer's and Customer's Affiliates' Business Partners.

**"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

**"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by RELISH under an Order Form.

**"Cloud Materials"** mean any materials provided or developed by RELISH (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

**"Confidential Information"** means

- a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
- b) with respect to RELISH: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding RELISH research and development, product offerings, pricing and availability.
- c) Confidential Information of either RELISH or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

**"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by RELISH's employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.

**"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include RELISH's Confidential Information.

**"Documentation"** means RELISH's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

**"Export Laws"** means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.


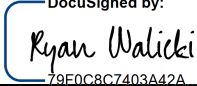
**"Order Form"** means the ordering document for a Cloud Service that references the GTC.

**"RELISH Policies"** means the operational guidelines and policies applied by RELISH to provide and support the Cloud Service as incorporated in an Order Form.

**"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

**"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

**"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

CUSTOMER	RELISHIQ, INC.
Signature:  Resolution No. 080729(b)	Signature:  79F0C8C7403A42A
Name: David J. Canepa	Name: Ryan walicki
Title: Vice President, Board of Supervisors	Title: CEO/Founder

Date: 11/12/2024	Date: 10/21/2024
Customer address for notice:  San Mateo County 555 County Center 4 <sup>th</sup> Floor Redwood City, CA 94063 United States  Attention: Cc:	RELISH address for notice:  RelishIQ, Inc. 9740 Bell Rd Newbury, OH 44065 United States  Attention: General Counsel

## **EXHIBIT A - SUPPORT SERVICES**

### **I. First Level Support**

Questions relating to the Customer-specific use of the Service are outside the scope of Support Services provided by RELISH and should be managed by the Customer.

### **II. Second Level Support**

Support provided to Customer to address the Service not materially performing in accordance with the applicable documentation. Only Customer's named administrators may raise support tickets.

### **III. Third Level Support**

Support provided to Customer to address technology-related questions, including:

All application functionality, administration, and user configuration questions regarding:

- The use of the RELISH App Platform configuration tool
- Initial setup and configuration of the RELISH provided cloud software
- Changing/Resetting user password and username
- Using reports

Only Customer's named administrators may raise support tickets.

## **EXHIBIT B - SERVICE LEVEL AGREEMENT**

### **I. Definitions**

**“Emergency Maintenance Window”** refers to those periods of time when RELISH may make the Service unavailable so that RELISH can repair problems of Severity Level “1.” Emergency Maintenance Windows will be performed when necessary but RELISH shall use reasonable efforts to perform such maintenance between 11:00 PM – 2:00 AM U.S. Pacific (Daylight Savings observed) and, in the event unable to do so, will provide advance notice to the extent reasonable and feasible under the circumstances.

**“Extended Maintenance Window”** refers to those periods of time when RELISH may make the Service unavailable in order to repair problems of any severity level, perform infrastructure updates (testing, reconfiguration, replacement, expansion), or deploy an Upgrade. Extended Maintenance Windows require a five (5) business day advance notice prior to the date of the Extended Maintenance Window. Extended Maintenance Windows will be limited to no more than twelve (12) occurrences per calendar year. Extended Maintenance Windows will occur from 11:00 PM Friday – 7:00 PM Sunday U.S. Pacific (Daylight Savings observed).

**“Key Performance Indicator”** or **“KPI”** means the percentage of time RELISH agrees to be in compliance with each measurement factor in accordance with the Service Level Matrix in Section II.

**“Maintenance Window”** refers to any or all Emergency Maintenance Windows, Extended Maintenance Windows and Weekly Maintenance Windows taken collectively.

**“Weekly Maintenance Window”** refers to those periods of time when RELISH makes the Service unavailable in order to repair problems of any severity level. Weekly Maintenance Windows will occur each week from 11:00 PM Friday – 2:00 AM Saturday U.S. Pacific (Daylight Savings observed).

**“Uncertified Web Browser”** means any web browser other than the latest and immediately preceding web browser version offered and mainstream supported by the following internet browser vendors: Apple Safari, Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox.

**“Upgrade”** means updated versions of the RELISH Cloud Service deployed as a general release.

**“White List”** means a list of email addresses that a mail server is configured to accept without filtering or blocking.

### **II. Service Level Matrix**

<b>Category</b>	<b>Component</b>	<b>Measurement Factor</b>	<b>KPI</b>
<b>Service</b>	Online Availability	The Service shall be available twenty-four hours a day, seven days a week, excluding Maintenance Windows.	99%
<b>Customer Support</b>  (5am to 5pm Monday-Friday)  U.S. Pacific (Daylight Savings observed)	Email (or web form)	Email to the RELISH help desk will be returned in less than two (2) hours.	95%

<b>Problem Resolution</b>	Severity Level 1	Cases with severity level “1” will be addressed with continuous efforts beginning within one (1) hour of the RELISH help desk logging the Customer’s call. Upon resolution, a solution or workaround will be deployed during the next open Maintenance Window after RELISH quality assurance team has reasonably tested and approved the patch for public release.	100%
	Severity Level 2	Cases with severity level “2” will be addressed beginning within one (1) day of the RELISH help desk logging the Customer’s call. Upon resolution, a solution or workaround will be deployed in the next Weekly Maintenance Window or scheduled Extended Maintenance Window after RELISH quality assurance team has reasonably tested and approved the patch for public release.	100%
	Severity Level 3	Cases with severity level “3” will be addressed in accordance with RELISH enhancement request process, which can be initiated through the RELISH help desk.	100%

### III. Severity Level Matrix

Severity Level	Description
<b>1 (Critical)</b>	Service crash during typical usage (no extraordinary circumstances) or functionality cannot be accessed and there is no work-around. Service and/or third party security patches needed to prevent a material risk of unauthorized access to the Service or data, as reasonably determined by RELISH.
<b>2 (High)</b>	Incorrect results, or functionality flaws, system crash caused from non-typical use of the Service and a work-around exists.
<b>3 (Medium)</b>	Requests that improve the overall intuitiveness of the Service such as renaming buttons, adding additional data or instructions, improving grammar, spelling, and ensuring consistency across all screens.

RELISH is not responsible for any outages caused by third party systems that interact with the RELISH Cloud Service.

### IV. Service Level Remedy

In order to receive any Service Level Remedy, Customer must notify RELISH and provide RELISH with the necessary Customer resources and assistance as requested by RELISH to validate, replicate and investigate the issue.

Remedy calculation: 2% of the amount invoiced by RELISH to Customer during the applicable monthly period for each full 1% RELISH fails to achieve SLAs noted in Section II Service Level Matrix (not to exceed 50% of the monthly fee).

No liability shall be granted, and none shall be due, to the extent RELISH failure to meet a KPI is the result of (i) a standard force majeure situation, (ii) using a RELISH Uncertified Web Browser or (iii) Internet and/or communication system failures not maintained or hosted by RELISH. Customer acknowledges that RELISH will regularly issue communications regarding the Service via emails that originate from the Service's domain. Customer agrees to include emails from such domain on any White List that it maintains, and to otherwise take any actions necessary to ensure that such emails are not filtered or blocked from receipt. To the extent that Customer does not comply with the obligations of this paragraph, RELISH will have no liability for any failure of Customer to receive RELISH communications related to the Service.



## **EXHIBIT C - RELISH DATA PROCESSING AGREEMENT FOR CLOUD SERVICE**

### **1. DEFINITIONS**

- 1.1. **“Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to RELISH be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
- 1.2. **“Data Protection Law”** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.3. **“Data Subject”** means an identified or identifiable natural person as defined by Data Protection Law.
- 1.4. **“EEA”** means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.
- 1.5. **“GDPR”** means the General Data Protection Regulation 2016/679.
- 1.6. **“Relish Website”** means information available on the RELISH support portal (see: [www.relishiq.com](http://www.relishiq.com))
- 1.7. **“New SCC Relevant Transfer”** means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.
- 1.8. **“New Standard Contractual Clauses”** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.
- 1.9. **“Personal Data”** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is:
  - a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or
  - b) supplied to or accessed by RELISH or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).
- 1.10. **“Personal Data Breach”** means a confirmed:
  - a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third- party access to Personal Data; or
  - b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 1.11. **“Processor”** means a natural or legal person, public authority, agency, or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as Subprocessor of a processor which processes personal data on behalf of the controller.
- 1.12. **“Schedule”** means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.
- 1.13. **“Standard Contractual Clauses (2010)”** means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.
- 1.14. **“Subprocessor”** or **“sub-processor”** means RELISH Affiliates and third parties engaged by RELISH, or RELISH’s Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.
- 1.15. **“Technical and Organizational Measures”** means the technical and organizational measures for the relevant Cloud Service included in the Schedule II of this document.
- 1.16. **“Third Country”** means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

## **2. BACKGROUND**

### **2.1. Purpose and Application**

- 2.1.1. This document (“**DPA**”) is incorporated into the Agreement and forms part of a written (including in electronic form) contract between RELISH and Customer.
- 2.1.2. This DPA applies to Personal Data processed by RELISH and its Subprocessors in connection with its provision of the Cloud Service.
- 2.1.3. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by RELISH. Customer shall not store Personal Data in such environments.

### **2.2. Structure**

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule 1) and the applicable Technical and Organizational Measures (Schedule 2).

### **2.3. Governance**

- 2.3.1. RELISH acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA.
- 2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents, and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use RELISH as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where RELISH informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service. Customer shall forward such information and notices to the relevant Controllers.

## **3. SECURITY OF PROCESSING**

### **3.1. Applicability of the Technical and Organizational Measures**

RELISH has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

### **3.2. Changes**

- 3.2.1. RELISH applies the Technical and Organizational Measures to RELISH’s entire customer base hosted out of the same data center or receiving the same Cloud Service. RELISH may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.
- 3.2.2. RELISH will publish updated versions of the Technical and Organizational Measures on Relish Website and where available Customer may subscribe to receive e-mail notification of such updated versions.

## **4. RELISH OBLIGATIONS**

### **4.1. Instructions from Customer**

RELISH will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. RELISH will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or RELISH otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, RELISH will immediately notify Customer (email permitted).

### **4.2. Processing on Legal Requirement**

RELISH may also process Personal Data where required to do so by applicable law. In such a case, RELISH shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

#### 4.3. Personnel

To process Personal Data, RELISH and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. RELISH and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

#### 4.4. Cooperation

4.4.1. At Customer's request, RELISH will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding RELISH's processing of Personal Data or any Personal Data Breach.

4.4.2. If RELISH receives a request from a Data Subject in relation to the Personal Data processing hereunder, RELISH will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.3. In the event of a dispute with a Data Subject as it relates to RELISH's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

4.4.4. RELISH shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, RELISH will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

#### 4.5. Personal Data Breach Notification

RELISH will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. RELISH may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by RELISH.

#### 4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, RELISH will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

### 5. DATA EXPORT AND DELETION

#### 5.1. Export and Retrieval by Customer

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case RELISH and Customer will find a reasonable method to allow Customer access to Personal Data.

#### 5.2. Deletion

Before the Subscription Term expires, Customer may use RELISH's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs RELISH to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed 6 months) unless applicable law requires retention.

### 6. CERTIFICATIONS AND AUDITS

#### 6.1. Customer Audit

Customer or its independent third-party auditor reasonably acceptable to RELISH (which shall not include any third-

party auditors who are either a competitor of RELISH or not suitably qualified or independent) may audit RELISH's control environment and security practices relevant to Personal Data processed by RELISH only if:

RELISH has not provided sufficient evidence of its compliance with the Technical and Organizational Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third-party auditor or RELISH;

- a) a Personal Data Breach has occurred;
- b) an audit is formally requested by Customer's data protection authority; or
- c) provided under mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12-month period unless mandatory Data Protection Law requires more frequent audits.

#### 6.2. Other Controller Audit

Any other Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by RELISH on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

#### 6.3. Scope of Audit

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of 3 business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to RELISH.

#### 6.4. Cost of Audits

Customer shall bear the costs of any audit unless such audit reveals a material breach by RELISH of this DPA, then RELISH shall bear its own expenses of an audit. If an audit determines that RELISH has breached its obligations under the DPA, RELISH will promptly remedy the breach at its own cost.

### 7. SUBPROCESSORS

#### 7.1. Permitted Use

RELISH is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

- a) RELISH on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. RELISH shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;
- b) RELISH will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
- c) RELISH's list of Subprocessors in place on the effective date of the Agreement is published by RELISH on the Relish Website or RELISH will make it available to Customer upon request, including the name, address and role of each Subprocessor RELISH uses to provide the Cloud Service.

#### 7.2. New Subprocessors

RELISH's use of Subprocessors is at its discretion, provided that:

- a) RELISH will inform Customer in advance (by email or by posting on the Relish Website) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and
- b) Customer may object to such changes as set out in Section 7.3.

### 7.3. Objections to New Subprocessors

- 7.3.1. If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to RELISH. Such termination shall take effect at the time determined by the Customer which shall be no later than 30 days from the date of RELISH's notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30-day period, Customer is deemed to have accepted the new Subprocessor.
- 7.3.2. Within the 30-day period from the date of RELISH's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for termination and do not affect RELISH's right to use the new Subprocessor(s) after the 30-day period.
- 7.3.3. Any termination under this Section 7.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

### 7.4. Emergency Replacement

RELISH may replace a Subprocessor without advance notice where the reason for the change is outside of RELISH's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, RELISH will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

## 8. INTERNATIONAL PROCESSING

### 8.1. Conditions for International Processing

RELISH shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

### 8.2. Applicability of the Standard Contractual Clauses (2010)

- 8.2.1. Where, for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then:

- a) RELISH and Customer enter into the Standard Contractual Clauses (2010);
- b) Customer joins the Standard Contractual Clauses (2010) entered into by RELISH and the Subprocessor as an independent owner of rights and obligations; or
- c) other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses (2010) with RELISH or the relevant Subprocessors in the same manner as Customer in accordance with Section 8.2.1 a) and b) above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.

- 8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

- 8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.

### 8.3. Applicability of New Standard Contractual Clauses

- 8.3.1. The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:

- 8.3.1.1. Where RELISH is not located in a Third Country and acts as a data exporter, RELISH has entered in to the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.

8.3.1.2. Where RELISH is located in a Third Country:

RELISH and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and RELISH as the data importer which shall apply as follows:

- a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and
- b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, RELISH acknowledges that Customer acts as Processor under the instructions of its Controller(s).

8.3.2. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with RELISH in the same manner as Customer in accordance with Section 8.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.

8.3.3. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and RELISH (including the relevant Schedules), available to Data Subjects.

8.3.4. The governing law of the New Standard Contractual Clauses shall be the law of Germany.

8.4. Relation of the Standard Contractual Clauses to the Agreement

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.

8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses

8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and RELISH is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third-party beneficiary right:

8.5.2. In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs RELISH to erase or return the Personal Data.

**9. DOCUMENTATION; RECORDS OF PROCESSING**

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

## **SCHEDULE 1 DESCRIPTION OF THE PROCESSING**

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

### **1. LIST OF PARTIES**

#### **1.1. Under the Standard Contractual Clauses (2010)**

##### **1.1.1. Data Exporter**

The data exporter under the Standard Contractual Clauses (2010) is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also data exporters.

##### **1.1.2. Data Importer**

RELISH and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

#### **1.2. Under the New Standard Contractual Clauses**

##### **1.2.1. Module 2: Transfer Controller to Processor**

Where RELISH is located in a Third Country, Customer is the Controller and RELISH is the Processor, then Customer is the data exporter and RELISH is the data importer.

##### **1.2.2. Module 3: Transfer Processor to Processor**

Where RELISH is located in a Third Country, Customer is a Processor and RELISH is a Processor, then Customer is the data exporter and RELISH is the data importer.

### **2. DESCRIPTION OF TRANSFER**

#### **2.1. Data Subjects**

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.

#### **2.2. Data Categories**

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

#### **2.3. Special Data Categories (if agreed)**

##### **2.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement (“Sensitive Data”). RELISH has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.**

##### **2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):**

- a) training of personnel;
- b) encryption of data in transit and at rest;

c) system access logging and general data access logging.

2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.

2.4. Purposes of the data transfer and further processing; Nature of the processing

2.4.1. The transferred Personal Data is subject to the following basic processing activities:

- a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical support);
- b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;
- c) provision of embedded Professional Services;
- d) communication to Authorized Users;
- e) storage of Personal Data in dedicated data centers (multi-tenant architecture);
- f) release, development and upload of any fixes or upgrades to the Cloud Service;
- g) back up and restoration of Personal Data stored in the Cloud Service;
- h) computer processing of Personal Data, including data transmission, data retrieval, data access;
- i) network access to allow Personal Data transfer;
- j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;
- k) security monitoring, network-based intrusion detection support, penetration testing; and
- l) execution of instructions of Customer in accordance with the Agreement.

2.4.2. The purpose of the transfer is to provide and support the Cloud Service. RELISH and its Subprocessors may support the Cloud Service data centers remotely. RELISH and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.

2.5. Additional description in respect of the New Standard Contractual Clauses:

2.5.1. Applicable Modules of the New Standard Contractual Clauses

- a) Module 2: Transfer Controller to Processor
- b) Module 3: Transfer Processor to Processor

2.5.2. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.

2.5.3. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Transfers shall be made on a continuous basis.

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

Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.

### **3. COMPETENT SUPERVISORY AUTHORITY**

3.1. In respect of the New Standard Contractual Clauses:

3.1.1. Module 2: Transfer Controller to Processor

3.1.2. Module 3: Transfer Processor to Processor

3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.



**SCHEDULE 2 TECHNICAL AND ORGANIZATIONAL MEASURES (TOMS)**  
**FOR RELISH CLOUD SERVICE**

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).

The following sections define RELISH's current technical and organizational measures and are incorporated into Schedule 2 of the DPA. RELISH may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

**1. PHYSICAL ACCESS CONTROL**

Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process or use Personal Data are located.

**1.1. Measures**

1.1.1. RELISH and its sub processors protect its assets and facilities using the appropriate means based on the RELISH Security Policy and RELISH Physical Security Standard

1.1.2. In general, buildings are secured through access control systems (e.g., badge readers, PIN code or traditional keys).

1.1.3. Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.

1.1.4. Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see below). This also applies to visitor access. Guests and visitors to RELISH buildings must register their names at reception and must be accompanied by authorized RELISH personnel.

1.1.5. RELISH employees and external personnel must wear their ID cards at all RELISH locations.

**1.2. Additional measures for data centers**

1.2.1. All data centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and data center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the data center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.

1.2.2. RELISH and all third-party data center providers log the names and times of authorized personnel entering RELISH's private areas within the data centers.

**2. SYSTEM ACCESS CONTROL**

Data processing systems used to provide the Cloud Service must be prevented from being used without authorization by taking the following measures:

2.1. Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to the RELISH Security Policy

2.2. All personnel access RELISH's systems with a unique identifier (user ID).

2.3. RELISH has procedures in place so that requested authorization changes are implemented only in accordance with the RELISH Security Policy (for example, no rights are granted without authorization). In case personnel leaves the

company, their access rights are revoked.

- 2.4. RELISH has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.
- 2.5. The company network is protected from the public network by firewalls.
- 2.6. RELISH uses up-to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.
- 2.7. Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to RELISH's corporate network and critical infrastructure is protected by strong authentication.

### **3. DATA ACCESS CONTROL**

Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified, or removed without authorization in the course of processing, use and storage. RELISH takes the following measures:

- 3.1. As part of the RELISH Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the RELISH Information Classification standard.
- 3.2. Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require in order to fulfill their duty. RELISH uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the RELISH Security Policy.
- 3.3. All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, RELISH conducts internal and external security checks and penetration tests on its IT systems.
- 3.4. RELISH does not allow the installation of software that has not been approved by RELISH.

### **4. DATA TRANSMISSION CONTROL**

Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified, or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at RELISH to provide the agreed-upon service levels (specifically, encryption). RELISH takes the following measures:

- 4.1. Personal Data in transfer over RELISH internal networks is protected according to RELISH Security Policy.
- 4.2. When data is transferred between RELISH and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of RELISH-controlled systems (e.g. data being transmitted outside the firewall of the RELISH data center).

### **5. DATA INPUT CONTROL**

It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from RELISH data processing systems. RELISH takes the following measures: RELISH only allows authorized personnel to access Personal Data as required in the course of their duty.

RELISH has implemented a logging system for input, modification, and deletion, or blocking of Personal Data by RELISH or its Subprocessors within the Cloud Service to the extent technically possible.

### **6. JOB CONTROL**

Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer. RELISH takes the following measures:

- 6.1. RELISH uses controls and processes to monitor compliance with contracts between RELISH and its customers,

Subprocessors or other service providers.

- 6.2. As part of the RELISH Security Policy, Personal Data requires at least the same protection level as “confidential” information according to the RELISH Information Classification standard.
- 6.3. All RELISH employees and contractual Subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of RELISH customers and partners.

## **7. AVAILABILITY CONTROL**

Personal Data will be protected against accidental or unauthorized destruction or loss. RELISH employs regular backup processes to provide restoration of business-critical systems as and when necessary. RELISH takes the following measures:

- 7.1. RELISH uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the data centers.
- 7.2. RELISH has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- 7.3. Emergency processes and systems are regularly tested.

## **8. DATA SEPARATION CONTROL**

Personal Data collected for different purposes can be processed separately. RELISH takes the following measures:

- 8.1. RELISH uses the technical capabilities of the deployed software (for example: multi-tenancy, or partition keys) to achieve data separation among Personal Data originating from multiple customers.
- 8.2. Customer (including its Controllers) has access only to its own data.
- 8.3. If Personal Data is required to handle a support incident from Customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

## **9. DATA INTEGRITY CONTROL**

Personal Data will remain intact, complete and current during processing activities. RELISH takes the following measures:

- 9.1. RELISH has implemented a multi-layered defense strategy as a protection against unauthorized modifications.
- 9.2. In particular, RELISH uses the following to implement the control and measure sections described above:
- 9.3. Firewalls and Security Monitoring Center;
- 9.4. Antivirus software;
- 9.5. Backup and recovery;
- 9.6. External and internal penetration testing;
- 9.7. Regular external audits to prove security measures.

**RELISH GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICE**  
**EXHIBIT D - ADDITIONAL TERMS**

**1. Compliance With Laws**

All services to be performed by RELISH pursuant to this Agreement shall be performed in accordance with all applicable Federal, State County, and municipal laws, ordinances, regulations, and executive orders\, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or Customer financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement. RELISH will timely and accurately complete, sign, and submit an attestation of compliance with this Exhibit upon Customer's reasonable written request, but no more than once per year.

**2. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

RELISH shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. RELISH's equal employment policies shall be made available to Customer upon reasonable written request.

**c. Section 504 of the Rehabilitation Act of 1973**

RELISH shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services under this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with Customer's Equal Benefits Ordinance**

RELISH shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the RELISH's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and RELISH and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

RELISH certifies that no finding of discrimination has been issued in the past 365 days against RELISH by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against RELISH within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, RELISH

shall provide Customer with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the Customer.

**g. Reporting: Violation of Non-discrimination Provisions**

Upon request, RELISH shall also report to the Customer any publicly issued final decision by the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination where the final determination by the aforementioned entity is that RELISH has violated discrimination laws. If RELISH commits a material breach of any non-discrimination provisions of this Agreement, Customer has the rights and remedies available to it under the Agreement for such breach.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo Customer Ordinance Code, RELISH certifies all contractor(s) and subcontractor(s) obligated under this contract that with respect to any RELISH employees living in San Mateo County, California, it shall fully comply with the provisions of the Customer of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and as required under the Ordinance.

**3. Compliance with Customer Employee Jury Service Ordinance**

RELISH shall comply with Chapter 2.85 of the Customer's Ordinance Code, which states that RELISH shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo Customer, shall receive from the RELISH, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo Customer, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with RELISH or that the RELISH may deduct from an employee's regular pay the fees received for jury service in San Mateo Customer. By signing this Agreement, RELISH certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if RELISH has no employees in San Mateo Customer, it is sufficient for RELISH to provide the following written statement to Customer: "For purposes of San Mateo Customer's jury service ordinance, RELISH certifies that it has no full-time employees who live in San Mateo Customer. To the extent that it hires any such employees during the term of its Agreement with San Mateo Customer, RELISH shall adopt a policy that complies with Chapter 2.85 of the Customer's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value exceeds two-hundred thousand dollars (\$200,000); RELISH acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**4. Retention of Records; Right to Monitor and Audit**

(a) RELISH shall maintain all required records relating to services provided under this Agreement for three (3) years after the effective date of termination of the Agreement and during such time, those records shall be subject to the examination and/or audit by Customer upon reasonable written request, and by a Federal grantor agency, the State of California or such other public agency with reviewing authority.

(b) RELISH shall comply with all RELISH-applicable program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies.

(c) RELISH agrees upon reasonable notice to provide to Customer, to any Federal or State department having monitoring or review authority, to Customer's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**5. Insurance**

**a. General Requirements**

RELISH shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by Customer's Risk Management, and RELISH shall use diligence to obtain such insurance and to obtain such approval. RELISH shall furnish Customer with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to Customer of any pending change that results in a decrease of the limits of liability expressly required hereunder or of any cancellation of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

RELISH shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, RELISH certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. **Liability Insurance**

RELISH shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect RELISH and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from RELISH's operations under this Agreement, whether such operations be by RELISH, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- |     |   |             |
|-----|---|-------------|
| (a) | Commercial General Liability.....   | \$1,000,000 |
| (b) | Intentionally Deleted   |             |
| (c) | Technology Errors & Omissions Cyber Liability - Professional Liability..... | \$1,000,000 |

Customer and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to Customer and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the Customer or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, Customer, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment for services not yet provided pursuant to this Agreement upon written notice.