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MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), dated as of December 16 2024, is made by and between **City of Pomona, California**, a municipal corporation with its principal office located at 505 South Garey Avenue, Pomona, California 91766, United States of America ("Client"), and **Cognizant Worldwide Limited**, a United Kingdom limited liability company with its principal office located at 280 Bishopsgate, Liverpool Street, London EC2M 4AG, United Kingdom ("CWW" or "Cognizant"). In addition, **Cognizant Technology Solutions U.S. Corporation** ("CTS US") shall execute this Agreement together with Cognizant solely for the purpose of acknowledging that CTS US is authorized to perform for Cognizant any Services to be provided to Client in the United States of America pursuant to a relevant Statement of Work (as defined below), which CTS US or another U.S. Affiliate may also execute for such purpose as provided in Section 1.1. For the purposes of this Agreement, Client and Cognizant may each be referred to as "Party" or, collectively, as the "Parties." The Parties, intending to be legally bound, hereby agree as follows:

1. SERVICES.

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

1.2   Deliverables and Acceptance. Deliverables, if any, under this Agreement will be as set forth under any SOW. Each SOW will describe, if applicable, the Deliverables that Cognizant is obligated to furnish to Client hereunder, the acceptance criteria for each of the Deliverables (the "Acceptance Criteria") and the completion criteria, if any, to signify completion of each phase of a project. Client shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable time period set forth in a SOW (with respect to each Deliverable, the "Acceptance Period") to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If Client does not furnish a written notice (via email is acceptable) to Cognizant specifying that a Deliverable has failed to satisfy its Acceptance Criteria prior to the end of the Acceptance Period therefor and/or if Client commences using the Deliverables commercially or in a production environment, then Client will be deemed to have accepted such Deliverable. If any Deliverable fails to satisfy its Acceptance Criteria in any material respect, then Client will notify Cognizant in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria and, what modifications are necessary to make it conform thereto, if known to the Client,. Thereafter, Cognizant shall use its diligent commercially reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by Client. If, after repeated attempts, Cognizant is unable to remedy any non-conforming portion of any Deliverable, Client may terminate pursuant to Section 12.2 herein.

2.   PROJECT SCHEDULE; CHANGES.

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

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

3.   PAYMENT.

3.1   Project Charges and Reimbursable Items. Client shall pay to Cognizant the Charges set forth in each Statement of Work, which such Charges that are on a time and material basis shall be subject to adjustment by Cognizant annually unless otherwise expressly agreed in the applicable Statement of Work. Client will also reimburse Cognizant for all reasonable out-of-

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pocket travel, living and other ancillary expenses paid or incurred by Cognizant in connection with the Services and any other reimbursable items set forth in each Statement of Work. Cognizant will have no obligation to perform any Services when any undisputed amount required to be paid by Client remains due and unpaid beyond the date such amount is over sixty (60) days past due. Any suspension of Services by Cognizant as a result of Client's failure to make payment as required will extend the due dates of Deliverables and other Services to the extent impacted by such suspension or delay.

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

3.3   Taxes. All Charges are exclusive of taxes. Client shall pay amounts equal to any federal, state or local sales, use, excise, privilege, value added, goods and services or other taxes, duties, imposts, levies or similar assessment relating to the Services and Deliverables provided by Cognizant hereunder, exclusive of taxes based on Cognizant's net income or net worth. Client and Cognizant agree to cooperate on any tax matters arising from the provision of the Services and Deliverables under this Agreement. Both Parties agree to provide reasonable assistance to the other in order to mitigate any taxes applicable to the Services and Deliverables provided to Client or to payments made pursuant to this Agreement with respect to the Services and Deliverables.

4.   OBLIGATIONS OF THE PARTIES.

4.1   Working Environment. For any Services to be provided by Cognizant at any of Client's sites, Client shall provide Cognizant's personnel with (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation; (iii) provision and maintenance of personal computer ("PC") workstations for such personnel's use; (iv) assistance to such personnel in a timely manner by promptly correcting any hardware or software problems that would affect the performance of Services; and (v) any other items set forth in each Statement of Work.

4.2   Client's Personnel Commitment. Client will ensure that all Client personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Cognizant's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Service related meetings; (iv) contribute to software and system testing; and (v) be available to assist Cognizant with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

4.3   Export Control. Client agrees to notify Cognizant of any requirements for Deliverables or any other technology, technical data or information to which Cognizant will have access as a

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

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

4.5   Work Authorization/HR Compliance/Relationship Matters. In the event that it is necessary for Cognizant to obtain visas or work permits for Cognizant personnel, Client will cooperate with Cognizant by taking all reasonably necessary actions to facilitate Cognizant's efforts, including, but not limited to, providing, and hereby consents to Cognizant providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at Client sites from which the parties contemplate services being provided by Cognizant personnel who are foreign skilled workers).

5.   OWNERSHIP.

5.1   Ownership of Developed IP. Unless otherwise agreed in an SOW, Cognizant agrees that, upon Client's payment in full, the software or other works of authorship developed by Cognizant or its Affiliates specifically for Client as a Deliverable or a part of a Deliverable, as set forth in a Statement of Work ("Developed IP") shall be the property of, and ownership shall vest in, Client. Developed IP does not include Cognizant Confidential Information, Cognizant Proprietary Intellectual Property (as defined below), any Third Party Items, or any derivative of the foregoing, that may be incorporated into a Deliverable. Cognizant agrees to take, at Client's cost and expense, all actions requested by Client which are reasonably necessary to assure the conveyance to Client of the foregoing rights to the Developed IP.

5.2   Residual Rights. Notwithstanding anything to the contrary herein, Cognizant, Cognizant Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. "Residual Information" means the general knowledge, ideas, know-how,

experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under Client's registered intellectual property rights.

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

5.4   Client Provided IP and Third Party Items. Client grants Cognizant and its Subcontractors a non-exclusive, paid-up license to use, execute, reproduce, distribute, and prepare derivative works of Client software and third party software licensed to Client as reasonably required to perform Services. Cognizant shall obtain Client's prior written consent before embedding in Deliverables or installing in Client's environment any proprietary third party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to Client in connection with this Agreement (collectively, "Third Party Items"), such Third Party Items shall be provided AS-IS and may be made available to Client under a separate agreement between Client and the licensor of the Third Party Item or made available to Client by Cognizant under a separate agreement or pass-through terms set forth in a SOW, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this Agreement. Notwithstanding anything to the contrary herein, Client's use of each open-source component incorporated by Cognizant into a Deliverable will be governed by, and is subject to the terms and conditions of the applicable open-source license.

5.5   Installation of Tools. Cognizant may use certain Cognizant owned or licensed Tools (the "Tools"), including those set forth in the applicable SOW in connection with its performance of the Services. The Tools are Cognizant Proprietary Intellectual Property and are not part of any Deliverable. As between Cognizant and Client, Cognizant is the sole owner of the Tools, together with all modifications, enhancements and changes to the Tools and the information generated by any of the foregoing. Client consents to Cognizant's installation of the Tools onto Client's systems. Only Cognizant may install, configure, control, or grant access to the Tools. Client agrees that Cognizant may uninstall and remove the Tools at any time, and that the consent set

forth in this paragraph is not a software license or subscription agreement. Cognizant will use the Tools as installed on Client's systems solely to perform the Services for Client. Cognizant warrants that no viruses or disabling code will be introduced into any Deliverable, software or systems by or through Cognizant.

6.   CONFIDENTIAL INFORMATION.

6.1   Confidentiality Obligations. Client and Cognizant shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement or any Statement of Work. Except with the express written consent of the other Party, each Party shall disclose the Confidential Information of the other Party only to those of its and its affiliates' employees, officers, directors, subcontractors, agents or representatives having a legitimate need to know the information for the purposes of this Agreement ("Representatives") and shall take all reasonable precautions to ensure that such Representatives comply with the provisions of this Section 6.1. The obligations of confidentiality set forth in this Section shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, nothing prevents the Parties from deleting such Confidential Information in accordance with their internal document retention policies, which may be provided upon request.

6.2   Definition. The term "Confidential Information" shall mean any and all information or proprietary materials other than Personal Information (as defined in Exhibit A attached hereto) (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either Party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

6.3   Exceptions. The obligations of either Party under Section 6.1 will not apply to information (other than Personal Information) that (i) was in the receiving party's possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; *provided* that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

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7. DATA PROTECTION

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

8. INDEMNIFICATION.

8.1   Intellectual Property Rights Indemnity. Cognizant and Client (in such case, the "indemnifying party") each agree to indemnify and hold harmless the other (in such case, the "indemnified party") from and against any and all costs and damages awarded against the indemnified party by a court pursuant to a final judgment as a result of, and defend the indemnified party against, claims of infringement of a U.S. patent or registered copyright or misappropriation of any trade secret related to a Deliverable, Tools, or Service under this Agreement, or any claim relating to Cognizant's possession, use or modification of any software or data provided by the City.

8.2   Intellectual Property Rights Exclusions. Cognizant shall have no obligation under Section 8.1 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) modifications made other than by Cognizant, (ii) use of the Deliverables other than for Client's internal purposes or in combination with any equipment, software or material not approved or provided by Cognizant, (iii) Client's use or incorporation of materials not provided by Cognizant, (iv) the instructions, designs or specifications provided or approved by Client; (v) any software or other materials furnished by any third party; or (vi) Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

8.3   Infringement Remedies. In the event of an infringement or misappropriation claim as described in Section 8.1 above arises, or if Cognizant reasonably believes that a claim is likely to be made, Cognizant, at its option but not in lieu of indemnification, may: (i) modify the applicable Deliverables so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for Client the right to use such Deliverables upon commercially reasonable terms; or (iv) remove the infringing or violative Deliverables and refund to Client the fees received for such Deliverables that are the subject of such a claim based on a five (5) year straight line depreciation. **Personal Injury and Property Damage Indemnity**. Cognizant and Client each agree to indemnify, defend and hold harmless the other from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the gross negligence or willful misconduct of the indemnifying party, its employees or agents.

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

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the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9.   WARRANTY.

9.1   Limited Warranty. Cognizant warrants the following:

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

9.1.2   the Professional Services performed will substantially conform to any applicable requirements set forth in the Statement of Work for a period of ninety (90) days (the "Warranty Period") following performance of such Professional Services; and

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

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

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

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

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10.   LIMITATION OF LIABILITY AND REMEDIES.

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

10.2   Total Liability. In no event shall Cognizant's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Client to Cognizant for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, two (2) times the total fees paid by Client to Cognizant under the applicable Statement of Work) in the twelve (12) month period preceding the last act or omission giving rise to any such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11.   EMPLOYEES.

11.1   No Employee Relationship. Neither Party's personnel shall be deemed to be employees of the other Party. Each Party and its Affiliates shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of its personnel. A Party's employees shall not be entitled to any benefits paid or made available by the other Party to its employees.

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

11.3   Subcontractors and Third-Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, Cognizant may engage non-Affiliate third parties which will be responsible for providing a portion of the Services that Cognizant provides to Client (such as field services and end user support) where such services are not dependent on a product being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with Cognizant.   Cognizant may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the Client, which are not material to a function constituting a part of the Services, do not result in a material change in the way Cognizant conducts its business, or are composed of small scale temporary labor (collectively, "Third Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section 11.3. Cognizant may engage such Third Party Providers pursuant to such Third Party Providers' standard terms and conditions. Client shall agree in writing to be bound by the Third Party Providers' standard terms and

conditions to the extent necessary, if at all, for Client to (iii) be able to use of the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third Party Provider's product/services. No engagement of Subcontractors or Third Party Providers hereunder will relieve Cognizant from any of its obligations under this Agreement.

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

12. TERM AND TERMINATION.

12.1 Term. The Agreement is effective as of the date on the Agreement and shall continue in effect for an initial term ending three years thereafter. The Agreement shall thereafter continue in effect for successive one-year terms, unless not later than sixty (60) days prior to the end of the then-current term, either party shall notify the other that the Agreement shall expire, in which event the Agreement shall expire on the last day of the then-current term (except with respect to any Statement of Work for which the term set forth in such Statement of Work has not yet been completed, which Statement of Work shall continue until expiration or termination).

12.2 Termination or Suspension. This Agreement may be terminated in whole or in part by either Party (the "non-breaching party") upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "breaching party"): (i) the breaching party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors. In addition to any right to terminate as provided in this Agreement, the Parties agree that in connection with any dispute for which Client withholds the payment of charges pursuant to this Agreement, if the total amount being disputed (other than amounts in dispute resulting from clear billing errors of Cognizant), plus any amount that is undisputed but past due and any interest that has accrued thereon, exceeds the amount of fees billed by Cognizant in the then-prior three-month period (the "Disputed Amount"), Cognizant may, without liability to Client or its Affiliates, with at least 30 days' prior written notice to Client, suspend the further delivery of Services that are not paid for in advance until all payment disputes are resolved using the dispute resolution process set forth in this Agreement. If Client pays the Disputed Amount, Cognizant shall promptly recommence performance of the Services and all Cognizant timing obligations and delivery commitments under this Agreement and/or each applicable SOW shall be extended by the number of days between the date of suspension and the date Cognizant recommences performance of the relevant Services.

12.3 Payment upon Termination. Upon termination, Cognizant will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress), and in the event of termination of this Agreement, in whole or in part, by either Party pursuant to

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this Section 12, Cognizant will also be entitled to recover those reasonable costs incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated.

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

13.   MISCELLANEOUS.

13.1   Governing Law. This Agreement will be governed by the laws of the State of California , without reference to the principles of conflicts of law. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.2   Dispute Resolution.

13.2.1 Informal Negotiations. In the event of any dispute, controversy, or claim of any kind arising out of or relating in any way to this Agreement or the breach thereof (each a "Dispute"), prior to filing a notice of arbitration, the Party claiming a Dispute shall send a written notice to the other Party describing the basis for the Dispute and the requested remedy, and inviting the other Party to have its executive confer with a named executive of the claiming party to attempt to negotiate a resolution. The claiming Party may file the notice of arbitration in accordance with the Rules (defined below) after the executive conference is completed, if the invitation to confer is declined, or if, within ten (10) business days after the Dispute notice is delivered, there is no response to the invitation or the Parties are unable to schedule the conference.

13.2.2 Arbitration. Subject only to Section 13.2.4 below, any Dispute that is not settled through the negotiation process required under Section 13.2.1, shall be settled by final and binding arbitration administered by the International Centre for Dispute Resolution under the International Dispute Resolution Procedures – International Arbitration Rules (available at WWW.ICDR.ORG) (the "Rules"). The Parties waive any right to mediate a Dispute and any mediation provisions contained in the Rules shall not apply.

13.2.3 Arbitration Process. In-person hearings or meetings with the arbitrator(s) shall be held in Pomona, California and the seat of the arbitration shall be Pomona, California . The sole arbitrator, or the presiding arbitrator in the case of a three-arbitrator panel, shall either be a retired judge or a lawyer with at least ten (10) years of experience in information technology matters. Each award shall include written findings of fact and conclusions of law and shall be final and binding, except that if the arbitration is conducted by a single arbitrator and US$10,000,000 or more in damages are awarded against a Party (exclusive of interest, attorneys' fees, and arbitration fees and costs), that Party may appeal the award to a panel of three arbitrators pursuant to the Optional Appellate Arbitration Rules of the American Arbitration Association. The existence of a Dispute or the content or result of any award shall constitute the Confidential Information of both parties and

the parties shall require that the arbitrator of any Dispute be bound to maintain the confidentiality of such Confidential Information. All informal and formal negotiations between the Parties regarding a Dispute shall be treated as compromise and settlement negotiations under applicable rules of evidence and no written or oral statements of position or offers of settlement made during the informal or formal Dispute resolution procedures shall be offered into evidence for any purpose, or constitute an admission or waiver of rights by either Party.

13.2.4 Access to Courts. Either Party may at any time apply to a court with appropriate jurisdiction only to (a) seek interim or provisional relief necessary to protect its rights or property pending the resolution of a Dispute in accordance with these procedures, including injunctive relief and specific performance, or (b) enter or enforce any final and binding arbitration award.

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

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

13.5 Notices. All notices required by this Agreement will be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices will be effective when received as indicated on the facsimile, registered mail, or other delivery receipt. All notices will be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

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

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

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

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

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

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

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

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

COGNIZANT WORLDWIDE LIMITED   **CITY OF POMONA, CALIFORNIA**

Signed by:

Signature: _Jamie Nutt_   Signature: _____
FC3B7CF52564440...
Print Name: Jamie Nutt   Print Name: ___Anita D. Scot___Sonia Carvalho___Rosalia Butler___

Title: ___Authorized Person___   Title: ___City Manager___City Attorney, BBK LLP___City Clerk___

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

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

Signed by:

Signature: _Douglas Jones_
16C0A03AEE5341F...
Print Name: Douglas Jones

Title: ___Authorized Signatory___

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DATA PROTECTION AGREEMENT

This Data Protection Agreement (this "**DPA**"), is entered into by and between **Cognizant Worldwide Limited** (collectively with its Affiliates, "**Cognizant**") and **City of Pomona, California** ("**Client**") (each a "**Party**" and collectively, "**Parties**"), pursuant to the terms and conditions of the Master Services Agreement (the "**Agreement**") effective __December 16, 2024 ____ between the Parties.

General Data Protection Terms

1. Introduction.

1.1. Order of Precedence. This DPA is part of the Agreement, and the terms of this DPA are in addition to, and not in lieu of, the terms in the Agreement. Other than with respect to the limitations of liability set forth in the Agreement, which shall govern and control in all cases, the terms of this DPA shall prevail over any conflicting terms in the Agreement's other sections.

2. Definitions.

2.1. In this DPA:

a. "**Access**" or "**Accessing**" means to access, view, alter, use, process, transfer, store, host, disclose, erase, destroy, or dispose of Protected Data, and includes any operation or set of operations performed upon Protected Data, whether or not by automated means.

b. "**Applicable Laws**" means the privacy, data security, and data protection laws, directives, regulations, orders, and rules in the jurisdiction(s) applicable to the Cognizant and/or the Services provided under the Agreement.

c. "**Applicable Standards**" means government standards, industry standards, and commercially reasonable practices related to privacy, data security or data protection that are applicable to Cognizant and the Services provided under the Agreement, or such other standards as otherwise agreed to by the Parties and specifically set forth in an applicable Statement of Work or other written agreement.

d. "**Authorized Person(s)**" means the individual(s) to whom Client or Cognizant has granted Access to Protected Data.

e. "**Employee Personal Data**" means the Personal Information of the personnel of Cognizant, Cognizant's Affiliates, or Cognizant subcontractors or other representatives.

f. "**European Data Protection Legislation**" means: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**"), including

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any applicable delegated acts adopted by the European Commission and any applicable national legislation made under or otherwise adopted by member states of the EEA (defined below), Switzerland, or the UK pursuant to specific rights or powers contained within the General Data Protection Regulation and all other applicable legislation in the EEA, Switzerland, and the UK relating to the protection of Personal Information.

g. "**include**" or "**including**" means including but not limited to.

h. "**Personal Data**" means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

i. "**Personal Information**" means: (i) information relating to an identified or identifiable individual in any form or medium; (ii) information related to an identified or identifiable individual that is protected under Applicable Law (including Personal Data); or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual. In the event that the definition of Personal Information in this DPA is inconsistent with a definition of Personal Data, Personal Information, or similar concept under an Applicable Law, then the definition of such concept under the Applicable Law shall prevail solely to the extent of the inconsistency.

j. "**Protected Data**" means the Personal Information to which Client has granted Cognizant access for the performance of Cognizant's obligations under the Agreement.

k. "**Security Incident**" means the unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data caused by Cognizant's breach of this DPA. Security Incidents will not include unsuccessful attempts to Access Protected Information or to interfere with system operations in an information system, such as "scans" or "pings" on a firewall.

l. "**Security Standards**" has the meaning set forth in Section 5 of this DPA.

2.2. All capitalized terms that are not expressly defined in this DPA will have the meaning given to them in the Agreement. All examples are illustrative and not the sole or exclusive examples of a particular concept.

3. **General Obligations.**

3.1. Compliance. Cognizant agrees that, during the period in which Cognizant has been given Access to Protected Data, it will comply with its obligations under Applicable Laws. Cognizant will provide commercially reasonable information, assistance, and cooperation regarding the processing of Personal Information as Client may reasonably require to enable Client to comply with Applicable Laws, including (when required by Applicable Laws) assisting Client (at Client's expense) with its security, notification, communication, recordkeeping, and reporting obligations under Applicable Laws. Cognizant will maintain compliance with SOC 2 Type certification.

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3.2. <u>Purpose Limitation</u>. Cognizant agrees that it will Access Protected Data: (i) in accordance with the lawful, written instructions of Client (provided such instructions are reasonable and provided that Client shall be responsible for any material costs incurred by Cognizant in order to comply with such documented instructions); (ii) for the proper management and administration of Cognizant or to carry out Cognizant's legal responsibilities under Applicable Laws; and (iii) to fulfill its obligations under the Agreement and the relevant Statement(s) of Work.

3.3. <u>International Transfers of Personal Information</u>. When applicable, and where required by Applicable Laws, the Parties agree to execute appropriate data transfer agreements to ensure the lawfulness of cross-border transfers of Personal Information.

3.4. <u>Duty of Confidentiality</u>. Cognizant agrees that Authorized Persons to whom Cognizant has granted Access to Protected Information will be subject to a duty of confidentiality (whether such duty is contractual, statutory, or otherwise).

3.5. <u>Individual Rights</u>. Cognizant will reasonably assist the Client to fulfill or resolve an individual's request for access to his or her Personal Information, including with respect to a request from a data subject to exercise any of his or her rights under Applicable Laws (including the rights of access, correction, blocking, objection, erasure and data portability, as applicable). If Cognizant receives such a request directly from the individual(s), Cognizant will promptly inform Client of the request.

3.6. <u>Prohibited Personal Information</u>. Client will not provide Cognizant with Access to Personal Information that contains any special categories of Personal Data or information related to criminal convictions and offenses that are not expressly disclosed in the relevant SOW(s).

4. **Obligations for Special Categories of Personal Information.**

4.1. <u>European Data Protection Requirements</u>. If Cognizant or a Cognizant Affiliate: (i) is established within the European Economic Area ("**EEA**"), Switzerland, or the UK and processes Personal Data of EEA or UK data subjects on behalf of Client or a Client Affiliate as part of the Services; (ii) processes Personal Data on behalf of a Client Affiliate established in the EEA, Switzerland, or the UK as part of the Services; or (iii) processes the Personal Data of data subjects located in the EEA, Switzerland, or the UK on behalf of the Client or a Client Affiliate as part of the Services, then the Parties will enter into additional EU-specific data privacy terms with respect to the Services that involve processing of such Personal Data.

4.2. <u>HIPAA</u>. If and to the extent Cognizant has Access to Protected Health Information as defined at 45 C.F.R. §160.103 ("**PHI**") subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), then the Parties shall enter into a mutually agreeable Business Associate Agreement subject to the provisions of the Agreement.

5. **Security Standards.**

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

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

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

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

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

7. Security Incident Response.

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

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

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

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

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Agreement.

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

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

COGNIZANT WORLDWIDE LIMITED   **CITY OF POMONA, CALIFORNIA**

Signed by:

Signature: _Jamie Nutt_   Signature: _____

Print Name: Jamie Nutt   Print Name: Anita D. Scott   Sonia Carvalho   Rosalia Butler

Title: Authorized Person   Title: City Manager   City Attorney, BBK LLP   City Clerk

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EXHIBIT B

Cognizant will maintain throughout the duration of the term of the AGREEMENT, Liability Insurance covering Cognizant and designating Client, including its elected or appointed officials, directors, officers, authorized agents, and employees, as additional insureds for liabilities assumed in this Agreement against claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of Cognizant's work, in amounts no less than the following.. It must be stated, in the Additional Insured Endorsement, that Cognizant's insurance policies must be primary with respect to any claims related to or as the result of Cognizant's work. Any insurance, pooled coverage, or self-insurance maintained by Client, its elected or appointed officials, directors, officers, authorized agents, and employees must be non-contributory. The Additional Insured Endorsement does not apply to the Professional Liability or Workers' Compensation Insurance requirement. The inclusion of minimum limits of insurance herein shall not entitle Client to insurance limits maintained by Cognizant which may exceed any limitation of liability or liability caps that may be in place in this Agreement. The minimum amount of insurance may be maintained through primary and umbrella or excess coverage. Except for any statutory required insurance, coverage and limits required herein may be met through the combination of primary, local admitted, and global insurance policies maintained by Cognizant.

Professional Liability Insurance:
a.   General Aggregate $2,000,000 per claim and in the aggregate

General Liability:
a.	General Aggregate	$2,000,000
b.	Products Comp/Op Aggregate	$2,000,000
c.	Personal & Advertising Injury	$1,000,000
d.	Each Occurrence	$1,000,000
e.	Fire Damage (any one fire)	$50,000
f.	Medical Expense (any one person)	$5,000

Workers' Compensation:
a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	$1,000,000
c.	EL Disease - Policy Limit	$1,000,000
d.	EL Disease - Each Employee	$1,000,000

Automobile Liability
a.   Any vehicle, combined single limit $1,000,000

Cognizant will provide thirty (30) days advance notice to Client in the event of cancellation of any coverage. Certificates of insurance and additional insured endorsements must be furnished to Client thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates constitutes a material breach of this Agreement entitling Client to

any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, Client has the right but not the duty, following thirty (30) days' notice of its intent to do so, to obtain replacement insurance and to charge the Cognizant for any premium due for such coverage. Client has the option to deduct any such premium from the sums due to the Cognizant. All such policies of insurance shall be endorsed so Licensee's insurance shall be primary and no contribution shall be required of Client, its officers, officials, employees, agents or volunteers. Any Workers Compensation insurance policy shall contain a waiver of subrogation as to Client, its officers, officials, employees, agents and volunteers.

Insurance is to be placed with insurers authorized to write insurance in California and with a current A.M. Best's rating of A-: VII or better. Acceptance of insurance from a carrier with a rating lower than A-: VII is subject to approval by Client's Risk Manager.