

EBIX, INC.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #4527

THIS SECOND AMENDMENT to that Agreement for Services #4527 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Member"), and EBIX, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1 EBIX Way, Johns Creek, Georgia 30097 (hereinafter referred to as "EBIX");

RECITALS

WHEREAS, Member voluntarily participates in a California risk sharing pool of public agencies known as Public Risk, Innovations, Solutions and Management ("PRISM");

WHEREAS, EBIX and PRISM have entered into a new Master Services Agreement ("Agreement") as of November 3, 2022 in order to provide Data Management Services for PRISM members;

WHEREAS, EBIX has been engaged by Member to establish and maintain all systems and programs necessary to maintain an accurate and up-to-date database of information concerning insurance information for Member's accounts for the Member's Risk Management Division pursuant to Agreement for Services #4527, dated December 31, 2019, and First Amendment to Agreement for Services #4527, dated June 14, 2022 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement replacing the Data Management Master Service Agreement entered into as of October 11, 2019 with the new Master Services Agreement entered into on November 3, 2022 including Exhibit E, "New Member Purchasing Order for Data Management Services" to update the rates under the new Master Services Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Member and EBIX mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #4527 on the following terms and conditions:

- I. The Data Management Master Service Agreement entered into as of October 11, 2019 between Ebix, Inc. and CSAC Excess Insurance Authority is replaced in its entirety with Master Service Agreement Between Ebix and PRISM, entered into on November 3, 2022, incorporated herein and made by reference a part hereof.

Except as herein amended, all other parts and sections of Agreement for Services #4527 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #4527 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 6/27/23

Board of Supervisors
"Client"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffly
Deputy Clerk

Dated: 6/27/23

-- EBIX INC. --

By: Robin Raina

Dated: 5/2/23

Robin Raina
Chief Executive Officer
"EBIX"

By: Charles M. Harrell

Dated: 5/2/23

Charles Harrell
Secretary

Master Service Agreement between EBIX and PRISM

THIS AGREEMENT ("**Agreement**") is made and entered into this 3rd day of November 2022 by and between EBIX, INC., RCS DIVISION a Delaware corporation ("**EBIX**"), and Public Risk Innovations, Solutions, and Management ("**PRISM**"), a California risk sharing pool of California public agencies, and its' participating members, pool members, and pool participants (Hereinafter referred to as "**Members**").

EBIX provides Data Management Services (as defined in Exhibit A), including insurance verification and administrative services, on a national basis for various commercial, industrial, retail, and governmental organizations.

PRISM desires to engage EBIX to provide Data Management Services for Members (which includes PRISM, any PRISM Member and/or PRISM Member JPA), and EBIX desires to perform such Data Management Services pursuant to the terms of this Agreement. It is understood by EBIX and PRISM that the receipt of the services pursuant to this agreement by any Member is voluntary, and Members may choose whether or not to receive services under this agreement at their discretion. Any Member choosing to receive services under this agreement shall complete Exhibit C "**New Member Purchasing Order**".

EBIX and PRISM agree that EBIX shall furnish to PRISM Members services subject to the following terms and conditions:

1.0 SCOPE OF SERVICES

EBIX will contract directly with Members for Data Management Services as described in Exhibit A, "**Insurance Certificate Data Management Services.**" EBIX shall be responsible to perform or secure the performance of all requested services in their entirety as designated by PRISM Authorized Representatives.

It is agreed that EBIX is an independent contractor, and any EBIX employee working with PRISM shall not be deemed an agent or employee of PRISM.

2.0 AGREEMENT TERM

This is an exclusive Agreement between EBIX & PRISM. The term of this Agreement shall be three (3) years and shall automatically renew for successive one (1) year terms unless terminated by either party as outlined in Section 7 of this agreement. This agreement supersedes any prior agreements and terms.

3.0 COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation for EBIX services will be computed pursuant to Exhibit B, "**Cost of Services & Billing.**" Compensation for optional services will be agreed upon by EBIX and the Member prior to subscribing to services.

3.2 Under this agreement subscribing Members will be financially responsible and billed directly for Data Management Services ordered. EBIX will bill

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Members for all service(s) rendered either quarterly or annually as specified by each member's preference.

- 3.3 Any Member that is a client of EBIX prior to becoming a PRISM Member may choose to obtain services under this Agreement upon the expiration of their contract with EBIX. EBIX may contract directly to provide similar services to any current or former PRISM Member that has received services under this Agreement or any prior or subsequent agreement between EBIX and PRISM. During the term of this agreement, EBIX agrees to encourage Member utilization under this agreement and will support PRISM by offering current and existing PRISM members requesting services direct from EBIX non-preferential, market-based pricing.
- 3.4 Any Member with an existing agreement with a renewal date before 12/31/2022 will not be subject to the costs indicated in Exhibit B, "**Cost of Services & Billing**" until 01/01/2023. Any Member with an existing agreement with a renewal date after 01/01/2023 will be subject to the costs indicated in Exhibit B, "**Cost of Services & Billing**", upon renewal of their agreement.

4.0 EBIX GENERAL OBLIGATIONS

- 4.1 Provide PRISM Members with the Data Management Services enumerated in attached **Exhibit A**.
- 4.2 Maintain the systems, processes, and personnel reasonably required by it to perform EBIX's obligations under this Agreement.
- 4.3 Perform the Data Management Services with a reasonable degree of care, promptness, and expertise.

5.0 CONFIDENTIAL INFORMATION

- 5.1 Nondisclosure: The Member and EBIX hereby acknowledge and agree that during the Term of this Agreement, both parties may obtain Confidential Information of the other. Member and EBIX will not and will ensure their respective officers, directors, employees, and agents will not reprint, copy, reproduce or use the Confidential Information of the other party, nor will they sell, give away, transfer or otherwise disclose the Confidential Information of the other party without obtaining the prior written consent of the other party.
- 5.2 Public Record Act: Nothing in this Agreement shall restrict either the Member's or EBIX's use of information that is: (i) currently or becomes publicly available through no breach of this Agreement; (ii) previously known to it without the obligation of confidentiality; or (iii) is required to be disclosed pursuant to applicable law, regulation, judicial order, or other governmental authority.
- 5.3 Acknowledgment of Title: The Receiving Party acknowledges all rights, title, and interest in the Confidential Information delivered to Receiving Party under this Agreement shall at all times remain with Disclosing Party. Receiving Party acknowledges that by providing Receiving Party with access to its Confidential

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Information, Disclosing Party has not waived any confidentiality privilege or trade secret protection associated with its Confidential Information. Neither party grants or conveys to the other party any right, title, or interest in its Confidential Information or other assets other than as expressly outlined in this Agreement

6.0 PERIODIC REPORTING

- 6.1 EBIX shall provide or make available to PRISM statistics, in a format acceptable to PRISM, the number of PRISM members registered to use the service and the total number of unique accounts each member is tracking. This information shall be provided quarterly and at any other time requested by PRISM.

7.0 TERMINATION

- 7.1 Termination for Cause: Should EBIX be in default of the terms of this Agreement and fail to remedy the default within ten (10) business days of receipt of a PRISM notice of default, PRISM may at its discretion terminate this Agreement or such portion thereof as PRISM determines is most directly affected by the default.

7.1.1 The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this Agreement; abandonment, assignment or subcontracting of this Agreement without written approval of PRISM; bankruptcy or appointment of a receiver for EBIX property; failure of EBIX to perform the services or other required acts within the time specified for this Agreement or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this Agreement in bad faith.

- 7.2 Termination without Cause: PRISM may terminate this Agreement without cause upon sixty (60) days prior written notice to EBIX. EBIX shall be entitled to payment for all services provided by EBIX to PRISM or Member Agencies through the termination date. Should EBIX terminate this agreement at any point during the term of the agreement, EBIX shall continue to provide services to any Member wishing to continue to receive services pursuant to this agreement under the same terms and conditions as herein set forth.

- 7.3 Termination for Force Majeure: The performance of work under this Agreement may be terminated by either Party, for unforeseen causes beyond the control and without the fault or negligence of EBIX, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrecoverably disrupt or render impossible EBIX' performance hereunder.

7.3.1 An "act of God" shall include, but not be limited to earthquake, flood, cyclone, or other phenomenon of nature.

- 7.4 Requirements upon Termination: Upon termination of this Agreement, EBIX shall, at Member's request, provide electronic historical data, and Insurance Documents to the Member in accordance with Paragraphs A-1.8 of **Exhibit A**

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to the Member in a mutually agreed upon format within thirty (30) days of the request.

8.0 DISPUTE RESOLUTION

- 8.1 Negotiation: Each party to this Agreement shall be free to bring any controversy, claim, dispute or counterclaim arising out of or in connection with this Agreement or any resulting transaction, whether involving a disagreement about meaning, interpretation, application, performance, breach, termination, enforceability or validity and whether based on statute, tort, contract, common law or otherwise ("Dispute"), to the attention of the other party at any time without prejudicing such party's rights under this Agreement, by giving the other party a written notice identifying the issues in Dispute. Within 10 days after the written notice is given, the parties shall meet (in person or by teleconference) and confer in good faith in an effort to resolve the Dispute.
- 8.2 Mediation and Litigation: If the Dispute cannot be resolved informally by the parties within 10 days after the first meeting, the parties may together agree to submit the Dispute to mediation before any independent third party agreed upon by the parties, whose fees and costs shall be borne equally by the parties. The mediation must be completed within 30 days after selection of the mediator. Upon failure to resolve the Dispute informally or by mediation, the Dispute shall be finally resolved:
(i) by a court proceeding; or (ii) if mutually agreed upon by the parties, by non-binding or binding arbitration. The court proceeding or arbitration proceeding, as applicable, may be commenced by either party at any time after termination of the mediation.
- 8.3 Arbitration: If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties first shall endeavor to resolve the dispute by cooperative mutual agreement prior to any arbitration as provided for herein.

Any controversy, claim or dispute arising out of or relating to this Agreement, that cannot be resolved by the parties shall be settled solely and exclusively by binding arbitration in Sacramento, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute ("JAMS"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will equally share the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS's rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorney's fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law.

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If for any reason this arbitration clause becomes not applicable, then each party may pursue remedy to the fullest extent permitted by applicable law, all rights to trial by jury as to an issue relating hereto in any action, proceeding, or counterclaim arising out of or relating to this agreement or any other matter involving the parties hereto.

- 8.4 Provisional or Ancillary Remedies: The provisions of this paragraph shall not limit the right of any party under California Code of Civil Procedure Section 1281.8 to obtain or oppose provisional or ancillary remedies, including, without limitation, temporary protective or restraining orders, preliminary and permanent injunctions, writs of possession, appointment of a receiver and such other provisional relief as a court of competent jurisdiction may deem appropriate before, during or after the pendency of mediation and/or arbitration proceedings under this agreement.
- 8.5 Tolling Agreement: The running of any statute of limitations (other than the time periods specified in this paragraph 10) within which a party is required to take any action, perform any obligation or cure any breach by such party under this Agreement shall be tolled pending the final determination of any Dispute through the mediation and/or non-binding arbitration process. The tolling period will commence when mediation is invoked and will conclude thirty (30) days after the final mediation session is held. If non-binding arbitration is invoked, then the tolling period will commence when non-binding arbitration is requested and will conclude thirty (30) days after the arbitrator renders a final decision.
- 8.6 Governing Law and Venue: This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Any litigation regarding this Agreement or its provisions shall be filed in the County of Sacramento, if in State Court, or in the Federal District Court nearest to Sacramento County, if in Federal Court.

9.0 WARRANTIES

- 9.1 EBIX will use its best efforts to fulfill its obligations under this Agreement. EBIX represents and warrants that services shall be performed in a professional manner in accordance with applicable industry standards and recognized best practices, shall comply with all applicable laws, rules, or regulations, and shall not violate or infringe any patent, copyright, trademark, trade secret or other intellectual property, contractual, employment, or confidentiality right of a third party.

10.0 INDEMNIFICATION & LIMITATION OF LIABILITY

- 10.1 EBIX shall hold harmless, defend and indemnify PRISM and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, attorneys' fees and costs and fees of litigation) of every nature based upon the negligence, gross negligence or intentional wrongdoing by EBIX during its performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of PRISM.

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- 10.2 Limitation of Liability: EBIX's obligations and liabilities under this Agreement, including but not limited to paragraph 10, shall be limited to the amount insurance proceeds EBIX available under EBIX's Errors & Omissions insurance policy. In no event shall EBIX be liable for any special, incidental, indirect or consequential damages arising under tort, contract, strict liability or any other legal theories.
- 10.3 Member's Accounts: EBIX is not a party to any agreement between Member and Member's Accounts and has no responsibility for Liabilities suffered or incurred by Member as a result of the actions or omissions of Member's Accounts. Specifically, EBIX is not responsible for any Liabilities arising out of or related to the failure of any of Member's Accounts to maintain and convey Required Insurance, bonds or other liability protection. In addition, EBIX is not responsible for any Liabilities arising out of or related to false or fraudulent information provided to EBIX by Member's Accounts.
- 10.4 EBIX's Vendors: Members and PRISM are not a party to any agreement that is between EBIX and EBIX's vendors and shall have no responsibility for Liabilities suffered or incurred by EBIX as a result of the actions or omissions of EBIX's vendors.

11.0 INSURANCE REQUIREMENTS

- 11.1 EBIX shall procure the following required insurance coverage at its sole cost and expense. Certificate(s) of insurance shall be furnished to PRISM prior to this Agreement becoming effective. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement and shall name PRISM as an additional named insured. Failure to comply with the insurance requirements shall place EBIX in default. Upon request by PRISM, EBIX shall provide copies of any insurance policies to PRISM within ten (10) working days. PRISM may periodically review the minimum limits of EBIX policies for the required insurance coverage. In the event of a change in the minimum limits, EBIX shall inform PRISM of such change by giving written notice to PRISM no less than sixty (60) days prior to the effective date of such change. All said policy or policies shall provide that PRISM shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or material change or reduction in coverage.
- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if EBIX has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage. This insurance coverage is required unless EBIX does

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not drive a vehicle in conjunction with any part of the performance of this Agreement and EBIX certifies to this fact by initialing here _____ .

c. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Technology Professional Liability (Errors and Omissions) with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by EBIX in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- 11.2 If EBIX maintains broader coverage and/or higher limits than the minimums shown above, PRISM requires and shall be entitled to the broader coverage and/or higher limits maintained by EBIX. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PRISM.
- 11.3 Primary Coverage: For any claims related to this contract, EBIX insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects PRISM, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by PRISM, its officers, officials, employees, agents or volunteers shall be excess of EBIX' insurance and shall not contribute with it.
- 11.4 Additional Insured Status: PRISM, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of EBIX including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the EBIX insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 11.5 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to PRISM.
- 11.6 Waiver of Subrogation: EBIX hereby grants to PRISM a waiver of any right to subrogation which any insurer EBIX may acquire against PRISM by virtue of the payment of any loss under such insurance. EBIX agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not PRISM has received a waiver of subrogation endorsement from the insurer.
- 11.7 Self-Insured Retentions: Self-insured retentions, if any, must be declared to and approved by PRISM. PRISM may require the Consultant to provide proof of

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ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or PRISM.

- 11.8 Acceptability of Insurers: Insurance is to be placed with insurers with a current AM. Best's rating of no less than A: VII, unless otherwise acceptable to PRISM.

12.0 GENERAL PROVISIONS

- 12.1 Notices: All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given and received (i) on the date of delivery if personally delivered or if delivered by facsimile with electronic confirmation of receipt, (ii) on the day specified for delivery if sent by nationally recognized overnight courier service (e.g., UPS, Federal Express, etc.), or (iii) three (3) business days after depositing with the United States Postal Service if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at their addresses set forth on the signature page of this Agreement, or such other address as may be designated from time to time in writing by any party to all other parties.
- 12.2 Effect of Headings: Schedules and Exhibits: The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. All schedules and exhibits to this Agreement are incorporated into this Agreement in their entirety. When used in this Agreement, the word "include(s)" and "including" shall be deemed to be followed by the words "without limitation".
- 12.3 Assignments: The rights and obligations of the parties hereto may not be assigned or delegated without the express written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assignees.
- 12.4 Severability: Each provision of this Agreement is independent, separate and divisible, and in the event any provision of this Agreement is found by the final order of an arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation. Such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions. Nothing contained in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this Agreement and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.
- 12.5 Amendment and Waiver: No provision of this Agreement may be altered, amended or repealed in whole or in part other than by the written consent of all parties. No waiver shall be binding unless executed in writing by the party granting the waiver. Neither the failure nor delay on the part of any party to exercise any right, remedy, power, privilege or provision under this Agreement



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shall operate as a waiver of such right, remedy, power, privilege or provision. Waiver of any right, remedy, power, privilege or provision under this Agreement shall not be deemed or constitute a waiver of any other right, remedy, power, privilege or provision under this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver.

- 12.6 **Entire Agreement:** This Agreement constitutes the entire and complete agreement or understanding between the parties relating to the subject matter of this Agreement. All of the contracts and agreements, written or oral, between the parties which relate thereto are hereby terminated.
- 12.7 **Authority To Make Agreements:** Each party warrants and represents that it has the power to enter into this Agreement and to perform in accordance with the provisions hereof and that the Agreement has been duly and validly authorized, executed, and delivered in accordance with all applicable laws and governing instruments.
- 12.8 **Parties in Interest:** Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns, nor shall any provision of this Agreement give any third persons the right to subrogation or action over or against any party to this Agreement.
- 12.9 **Counterparts:** This Agreement may be executed in any number of counterparts by original or facsimile signature, and each such counterpart shall be deemed to be an original instrument as to the party whose signature appears on such counterpart, and all of which together shall constitute one and the same instrument.
- 12.10 **Construction:** This Agreement has been negotiated at arm's length and each party has been given the opportunity to be represented by legal counsel and to the extent such party has deemed necessary, each party has consulted with independent legal counsel with respect to such party's rights and obligations under this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties and the purpose of this Agreement.
- 12.11 **Force Majeure:** Neither party shall be obligated to perform hereunder to the extent performance is impeded by an act of God, strike or other labor disturbance not caused by such party, governmental intervention, or any other cause that is not caused by, and beyond the reasonable control of, the non-performing party (any such cause or event being referred to as a "Force Majeure Event"); provided, however, that the party sufferance the effects of any Force Majeure Event uses commercially reasonable diligence to re-commence performance in a timely manner.
- 12.12 **Original Signatures:** The parties hereby agree that facsimile signatures, whether transmitted by telephone facsimile machine or computer

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transmitted files will be considered original signatures for all purposes including authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.

By: Public Risk Innovations, Solutions and Management	By: EBIX Inc., RCS Division
Name: 	Name: 
Title: <i>Director of Risk Control</i>	Title: President & CEO
Date: <i>11/3/22</i>	Date: 11/9/22

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EXHIBIT A COST OF SERVICES & BILLING

1.0 COST OF SERVICES

1.1 Certificate Tracking and Reporting (including phone support)

Certificate of Insurance Management Services		
Annual Per Base Account Fee		\$16.49
Annual Minimum Fee		\$1,500 per 91 Base Accounts \$3,000 per 182 Base Accounts \$5,000 per 303 Base Accounts
Additional Services		
Implementation Services	Historical Documents Scan And Enter To The System	\$1.75 Per Document
Implementation Services: Setup	Members in Transition from another service provider	\$1,200 Per Member
Services	Insurance Requirements Abstraction From Contracts	\$24 Per Contact
Services	Rush Pre Approval of An Account (48 Hours Processing)	\$28 Per Rush Request
Services	Tracking of Standalone Additional Insured Endorsements (Non-Construction)	\$2.29 Per Account Per Year
Services	Tracking of Standalone Ongoing And Completed Operations Endorsement (Construction)	\$2.29 Per Account per Year for either endorsement, \$4.58 for both
Services	Additional CD-ROM Summary	\$350
Services	Deficiency Phone Follow up: Bundled Fee (need to be paid for all accounts)	\$2:40 Per One Call Per Default Account
Services	Deficiency Phone Follow up (Case on Case Basis)	\$7.80 Per Call

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- 1.2 On-line Access
A fee of \$0 per month shall be required for on-line access to the EBIX system via the Internet.
- 1.3 Fees charged for work performed by EBIX during the initial phases of this Agreement to commence Service to Member and to begin bringing Accounts into compliance with Member 's requirements are as follows:

File Set-up and Conversion: A one-time fee of \$3,000 shall be required to perform set up programming and for loading of Member 's database to the EBIX system.

Member acknowledges that a significant portion, if not all, of the cost of file set up / conversion is incurred in the initial stages of implementing Member 's program. Therefore, there will be no refunds of any amounts paid in the event Member terminates this Agreement prior to expiration of the Term.

- 1.4 Additional fees may be assessed for additional services and/or program modifications added after the inception of service to Member . Member will have the right to review and approve changes before being assessed. Program modifications that require EBIX to perform custom programming shall be performed at a rate of \$180 per hour.
- 1.5 CPI Adjustment -. Each year in January, the fees charged by Ebix shall be adjusted to reflect the annual change in the Consumer Price Index, average annual year end, for all Urban Consumers, Los Angeles-Riverside, Orange County, CA as issued by the Bureau of Labor Statistics of the United States Department of Labor ("CPI Index"). The first CPI Adjustment shall be made as of January 2024 and shall remain the same until subsequent adjustments are made as of each January of each year thereafter. The change in the fee will be determined by multiplying the total invoice amount for a month by a fraction. For the first year's adjustment, the numerator in the fraction will be the CPI Index for 2023 by the denominator, CPI Index for, 2022 (base year). The fraction for subsequent years will be determined by taking the CPI Index for the current year-end (numerator), divided by the base year CPI Index (the denominator). Revisions to the CPI Adjustment shall be reflected in a billing adjustment each February and shall remain unchanged until the next annual CPI Adjustment. In recognition of the fluctuating cost of doing business over time, after the first-year term of the agreement, EBIX may adjust any of the aforementioned fees. Such price adjustments in any calendar year may not exceed 3% of the total cost of the services. If the CPI adjustment is above three percent (3%) for any given year then the adjustment shall not be applicable and the increase for that year shall be fixed at three percent (3%). If CPI adjustment is below three percent (3%) for any given year then the price adjustment for that year shall be adjusted to reflect the actual change.

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2.0 BILLING

- 2.1 Invoices shall be issued to the Member by EBIX, at either the end of the quarterly billing cycle or for services rendered at the pricing specified in Exhibit B, Section B.1.1 to B.1.5 of this agreement. Account fees will be based on the total vendor count at the end of the quarter. The first day of the annual billing terms shall be a) the date that EBIX first commences issuance of introductory notices described in Exhibit A-1.3(a) of this Agreement or b) 45 days after the date of this Agreement, whichever comes first. Fees for incremental Accounts added in excess of initial count Accounts (if any) shall be billed at the beginning of each quarter. For billing purposes, such "overage" Accounts will be considered as Active Accounts until the end of the current annual Term. For subsequent years, Annual fees are based on the number of Accounts on the system as of the anniversary date. Fees for monthly incremental Account totals added in excess of the amount billed on the anniversary date shall be billed quarterly by Ebix.
- 2.2 Invoices will be issued quarterly as described in Paragraph B-2.1 on the first day of the month of each subsequent billing quarter.
- 2.3 Member will remit total payment due for Services provided by EBIX within 30 days of receipt of invoice from EBIX. If an invoice is not paid within 45 days of the invoice date, Member must pay:
 - 2.3.1 a late charge of 1.5% per month or the maximum lawful rate, whichever is less and;
 - 2.3.2 EBIX's collection expenses, including reasonable attorneys' fees.
- 2.4 If Member has a good-faith dispute related to an invoiced amount, Member must notify EBIX within 30 days of receipt of the disputed invoice. Pending the outcome of the dispute, Member may withhold payment of the disputed amount but must pay the balance of the invoice. Both parties must work diligently and in good faith to resolve any disputed invoice amounts within 30 days of the notice of dispute. If Member fails to dispute an invoiced amount within 180 days of the invoice date, Member waives any claim related to that invoice.
- 2.5 EBIX shall not be obligated to provide services to Member if payment has not been remitted by Member in accordance with Paragraphs B-2.1 through B-2.3 above.

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EXHIBITS

INSURANCE CERTIFICATE DATA MANAGEMENT SERVICES

1.0 EBIX shall (at its expense):

- 1.1 EBIX shall establish and maintain all systems and programs necessary to maintain an accurate and up-to-date database of information concerning insurance information for Member's Accounts. The most recent insurance certificate information and corresponding tracking information is to be kept in the database along with scanned images of current and historical Insurance Document(s) received and accumulated over time.
- 1.2 As part of the tracking service, EBIX shall:
 - (a.) Establish and maintain a post office box, email address, and fax number for receiving Insurance Documents and process all such mail received within 5 working days.
 - (b.) Scan all Insurance Documents to the appropriate Account as part of the tracking process.
 - (c.) Keep insurance history records updated with all Insurance Documents that are received and can be matched to Accounts.
 - (d.) Return to Member via regular mail, all miscellaneous correspondence and documents received which do not pertain to the Accounts being tracked.
 - (e.) Appoint and maintain a team of account executives as point of contact to work directly with the Member's and the PRISM
- 1.3 EBIX will track the insurance coverage types as required for any Account
- 1.4 EBIX will produce and mail insurance notices to each agreed upon Account or Account's insurance agent/broker at intervals determined during the implementation of Services. Notice formats and notice cycles are as follows:

Notice Formats

Introductory Notice (Intro)
No Coverage Notice 1
(NC1) No Coverage Notice
2 (NC2) No Coverage
Notice 3 (NS)
Deficient 1, Expiring, Cancelled (IC1, EC1, CC1)
Deficient 2, Expired (IC2, EX1)
Deficient Final, Expired Final, Cancelled Final (IS, ES, CS)

Master Service Agreement between EBIX and PRISM

Cycle and Notice Type Used

Introductory Cycle

- (a) Intro- Transition Notice
- (b) No Coverage Notice (NC 1)
- (c) No Coverage -2nd Request Notice (NC 2)

- (d) No Coverage Final Notice (NS)

No coverage cycle (post Introductory Cycle)

- (e.) No Coverage Notice (NC1)
- (f.) No Coverage -2nd Request Notice (NC2)
- (g.) No Coverage - Final Notice (NS)

Expiring coverage cycle

- (h.) Expiring Notice (EC1)
- (i) Expired coverage notice (EX1)
- O.) Expired coverage - Final Notice (ES)

Deficient /incomplete coverage cycle

- (k.) Deficient /Incomplete coverage Notice (IC1)
- (l.) Deficient/Incomplete coverage -2nd Notice (IC2)
- (m.) Deficient/Incomplete coverage - Final Notice (IS)

Cancelled coverage cycle

- (n.) Canceled coverage Notice (CC1)
- (o.) Canceled Coverage - Final Notice (CS)

(Note: Notice types in the Expiring coverage cycle are issued for active accounts other than those in default status and referral status as of coverage renewal date(s)).

- 1.5 Interface with Member (via fax/phone/mail) to resolve Member defined insurance "deficiencies" regarding Account's insurance status.
- 1.6 Provide Account telephone service to answer account and agent questions regarding coverage deficiencies and other issues related to meeting defined insurance requirements.
- 1.7 Provide management reports, accessible via the Internet, communicating to Member information identifying Accounts failing to provide Insurance Documents required by Member evidencing Required Insurance. Reports include Default Report, Referral Report ,and Unidentified Certificate Report.
- 1.8 Develop Member's insurance management database within the performance specifications agreed upon by both parties.
- 1.9 Provide historical data to Member upon Agreement termination listing the known condition (current, inactive, deficiency etc.) of all active/inactive Accounts in the Member's EBIX databases along with images of all the

Master Service Agreement between EBIX and PRISM

certificates received from all Accounts. This data will be uploaded to a secured FTP server and credentials to access it will be shared with the Member within thirty (30) days of Agreement termination. This data will be available on the FTP site for the Member to download and verify, for up to 30 days.

1.10 Notify Member in writing at least sixty (60) days in advance of any software changes affecting data transfer between Member and EBIX.

1.11 Provide system upgrades as they become available at no additional charge.

2.0 Member shall (at their expense):

2.1 Provide to EBIX, in writing or electronic format, all information that is reasonably necessary for EBIX to perform the Data Management Services pursuant to this Agreement to the extent that such information is in Member's possession or control. This information generally includes Account information, data management specifications, individual contacts and the Member's policies and procedures concerning insurance compliance.

2.2 Provide cooperation and support to EBIX as necessary in order for EBIX to perform its obligations and Services under this Agreement.

2.3 Provide a means for EBIX to procure all new and/or changed Accounts' status information in a timely and cost efficient manner.

2.4 Provide a list of guidelines/parameters to use to evaluate an Accounts' insurance coverage for purposes of acceptance or deficiency reporting.

2.5 Provide a single Member contact to resolve Account insurance deficiency issues that have "run their course" according to defined operating procedures (based on the established insurance requirement parameters supplied by Member) and to resolve other such contract and data management issues.

2.6 Provide EBIX with updates identifying all Accounts (with their corresponding unique Account#) for whom Member desires EBIX to provide Data Management Services. All non-matching Accounts (by Account #) will be kept in the database for historical reference.

2.7 Provide EBIX with required Member logo artwork for use on Account deficiency notices.

3.0 Access

3.1 EBIX will provide 24-hour on-line access to the Member's Insurance Certificate database via Internet, providing Member both viewing and printing capabilities of current and historical scanned certificates as well as management reporting capabilities for as long as this Agreement is in effect.

Master Service Agreement between EBIX and PRISM

EXHIBIT C

DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms shall have the meanings set forth below:

"Member" means an PRISM Member including, but not limited to, the PRISM itself and any city, county, special district, school district, JPA, or other public entity that is either a direct member of the PRISM or is a member through its membership in a Risk sharing pool that purchases insurance services directly from the PRISM.

"New Member Purchasing Order" (Purchasing Order) means a document required to be signed as a supplemental document to this Masters Services Agreement. This document shall define Member specific scope of services to be performed by EBIX and all billing terms applicable to the Member .

"Account(s)" means vendors/contractors/suppliers and others who, as a requirement of doing business with Member , must provide proof of insurance coverage to Member in the forms and in such amounts as are established by Member . For billing purposes, Accounts are considered active while they are on the active Account listing and remain active until deactivated by the Member via the EBIX website or through the Member 's designated account representative..

"Confidential Information" means all information or material that is either confidential or proprietary to a party to this Agreement or that is designated as "Confidential Information" (or words having similar import) by a party to this Agreement ("Disclosing Party"), and made available to the other party in connection with the transactions contemplated by this Agreement ("Receiving Party"). "Confidential Information" is to be broadly defined and shall mean and consist of all information, oral or written, relating to Disclosing Party's business, including, but not limited to, training and education protocols; policies and procedures; marketing and sales information; compensation and incentive compensation arrangements; price schedules; trade secrets; intellectual property; inventions and product designs, whether patented or not patented; discoveries; improvements; trademarks; service marks; copyrighted or copyrightable material; operating manuals; methods of operation; delivery models; proprietary computer programs; proprietary specifications; data; know-how; formats; strategies; business assumptions; business development and marketing plans; feasibility and marketing studies; budgets; forecasts; projections; financial information; pro formas; revenue and expense histories; supplier identities; characteristics and agreements; any information of commercial value or other utility in the business in which Disclosing Party engages or in which it contemplates engaging; any information from a negative know-how viewpoint; and agreements, forms, documents, data, reports, interpretations, forecasts or records which contain, reflect or are derived from any of the preceding. Confidential Information also includes all information the unauthorized disclosure of which could be detrimental to Disclosing Party's interests, whether or not such information is identified as Confidential Information by Disclosing Party; and all tangible

Master Service Agreement between EBIX and PRISM

or intangible embodiments or compilations of any of the preceding, including:

- (a) agreements, documents, memoranda, reports, studies, forecasts, interpretations, flow charts, drawings, notes, summaries, records, manuals, books, data and applications, including copyright, trademark and patent applications;
- (b) prototypes, models, blueprints, specifications, plans, programs, technical data and designs;
- (c) books of account, operating and financial reports, financial statements, financial reports, cost summaries, tax returns and feasibility studies;
- (d) any storage device containing electronic data, including hard drives, tapes, ZIP disks, JAZ disks, floppy disks, laptop computers, desktop computers and servers;
- (e) software programs, source codes, object codes or executable programs, including scripts, macros, designs, engineered algorithms, or any manifestations or realizations of such items, including any computer generated output of such items, such as screen displays, screen reports, printouts and other video or audio output, dynamic link libraries, web pages, active server pages, XML pages, DHTML pages, or HTML pages;
- (f) any audio, video or electronic recording; and
- (g) any other item or thing that contains, reflects or is derived from any of the items or things listed above or that were used in creating, designing, inputting, processing, retrieving, storing or reporting any of the items or things listed above.

Notwithstanding the foregoing, "Confidential Information" shall in no event include information that:

(i) is or subsequently becomes publicly available unless such availability is the result of the Receiving Party's breach of any obligation owed to the Disclosing Party;

(ii) is already lawfully in the possession of the Receiving Party before receiving the Confidential Information from the Disclosing Party;

(iii) is received by the Receiving Party from a third party having rights to disseminate such information without restriction on disclosure or use;

(iv) is expressly approved in writing, but the Disclosing Party's authorized representative, for release or other use by the Receiving Party;

(v.) is independently developed by the Receiving Party without use of, or reference to, the Confidential Information of the Disclosing Party; or

(vi) is required to be disclosed by Receiving Party pursuant to a valid subpoena or Court order.

Master Service Agreement between EBIX and PRISM

"Required Insurance" means those insurance coverages the Member 's Accounts are required to obtain as a condition of doing business with the Member.

"Insurance Documents" means those documents relating to the Required Insurance for each defined Account category as described in **Exhibit A**, which is attached to this Agreement and incorporated by this reference.

"Data Management Services" and/or **"Services"** means the insurance and administrative services described in attached **Exhibit B**.

Master Service Agreement between EBIX and PRISM

EXHIBIT D

POOL SERVICE PROVIDERS' BILL OF RIGHTS

Public Risk Innovations, Solutions, and Management (PRISM) recognizes its place as one of the premier organizations in the public entity pooling industry. We are constantly striving to achieve the goals of excellence in governance and management by conducting our official business with social responsibility that will encourage public trust.

PRISM has established standards that our business partners - pool service providers (PSP's) - should expect in serving PRISM and its members. The basic rights that PSP's should expect while providing services to PRISM, include the following:

1. PSP's should expect to be treated consistently with dignity, respect, and professionalism.
2. PSP's should not be expected to provide gifts, perks or other benefits to members of the Board of Directors or Committees, or staff members (or any person or organization associated with them) as a condition of doing business with the pool.
3. PSP's should expect fair and equitable treatment in the procurement process. Every competitive bidding process should be open, well defined and transparent. PRISM recognizes that there is a direct cost to the PSP in preparing every service proposal.
4. PSP's should expect to have a written service agreement with PRISM specifying all terms and conditions of the contractual relationship.
5. PSP's should only be expected to provide services contained within the scope of the service agreement.
6. PSP's should be paid in a timely manner for services rendered in accordance with the provisions of the service agreement.

Master Service Agreement between EBIX and PRISM

EXHIBIT E

New Member Purchasing Order For Data Management Services

Purchasing Order No: 4527

Purchase Order Effective Date: 01/01/2023

Member Name: El Dorado County

Member Address: 330 Fair Lane Placerville, CA 95667

Product	Description	Total Unique Accounts	Per Account Per Year Fee
Insurance Certificate Data Management	Full Service Model	845	As explained in section 4
Please be advised that certain Services are subject to applicable State Sales Tax, which may affect the final total.			

Attn: Michael Anderson

This Purchase Order for Licenses and/or Services ("**Purchase Order**") is made effective (the "**Purchase Order Effective Date**") as of the date it is signed by and between Ebix, Inc. and the Member listed below ("**Member** ") pursuant to the EBIX's Master Data Management Services Agreement with CSAC Excess Insurance Authority (PRISM), a California Joint Powers Insurance Authority (JPA) for License and Services between Member and EBIX. This Order hereby incorporates the terms of the Master Data Management Services Agreement as if fully set forth herein. Any capitalized terms not defined in this Purchase Order have the meaning ascribed to them in the Master Agreement. All amounts stated are in United States Dollars and are exclusive of applicable taxes and expenses. Any conflict between the Master Data Management Services Agreement and this Purchase Order shall be resolved in favor of this Purchase Order. EBIX shall perform services under this Purchase Order as outlined below.

1.0 EBIX shall (at its expense):

- 1.1 EBIX shall establish and maintain all systems and programs necessary to maintain an accurate and up-to-date database of information concerning insurance information for Member's Accounts. The most recent insurance certificate information and corresponding tracking information is to be kept in the database along with scanned images of current and historical Insurance Document(s) received and accumulated over time.

Master Service Agreement between EBIX and PRISM

- 1.2 As part of the tracking service, EBIX shall:
- (a.) Establish and maintain a post office box, email address, and fax number for receiving Insurance Documents and process all such mail received within 5 working days.
 - (b.) Scan all Insurance Documents to the appropriate Account as part of the tracking process.
 - (c.) Keep insurance history records updated with all Insurance Documents that are received and can be matched to Accounts.
 - (d.) Return to Member via regular mail, all miscellaneous correspondence and documents received which do not pertain to the Accounts being tracked.
 - (e.) Appoint and maintain a team of account executives as point of contact to work directly with the Member's and the PRISM
- 1.3 EBIX will track the insurance coverage types as required for any Account
- 1.4 EBIX will produce and mail insurance notices to each agreed upon Account or Account's insurance agent/broker at intervals determined during the implementation of Services. Notice formats and notice cycles are as follows:

Notice Formats

Introductory Notice (Intro)
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No Coverage Notice 2 (NC2)
No Coverage Notice 3 (NS)
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Deficient 2, Expired (IC2, EX1)
Deficient Final, Expired Final, Cancelled Final (IS, ES, CS)

Cycle and Notice Type Used

Introductory Cycle

- (a) Intro- Transition Notice
- (b) No Coverage Notice (NC 1)
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- (d) No Coverage Final Notice (NS)

No coverage cycle (post Introductory Cycle)

- (e.) No Coverage Notice (NC1)
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- (g.) No Coverage – Final Notice (NS)

Expiring coverage cycle

- (h.) Expiring Notice (EC1)
- (i) Expired coverage notice (EX1)
- (j.) Expired coverage – Final Notice (ES)

Master Service Agreement between EBIX and PRISM

Deficient /incomplete coverage cycle

- (k.) Deficient /Incomplete coverage Notice (IC1)
- (l.) Deficient/Incomplete coverage –2nd Notice (IC2)
- (m.) Deficient/Incomplete coverage – Final Notice (IS)

Cancelled coverage cycle

- (n.) Canceled coverage Notice (CC1)
- (o.) Canceled Coverage - Final Notice (CS)

(Note: Notice types in the Expiring coverage cycle are issued for active accounts other than those in default status and referral status as of coverage renewal date(s)).

- 1.5 Interface with Member (via fax/phone/mail) to resolve Member defined insurance “deficiencies” regarding Account’s insurance status.
- 1.6 Provide Account telephone service to answer account and agent questions regarding coverage deficiencies and other issues related to meeting defined insurance requirements.
- 1.7 Provide management reports, accessible via the Internet, communicating to Member information identifying Accounts failing to provide Insurance Documents required by Member evidencing Required Insurance. Reports include Default Report, Referral Report, and Unidentified Certificate Report.
- 1.8 Develop Member’s insurance management database within the performance specifications agreed upon by both parties.
- 1.9 Provide historical data to Member upon Agreement termination listing the known condition (current, inactive, deficiency etc.) of all active/inactive Accounts in the Member’s EBIX databases along with images of all the certificates received from all Accounts. This data will be uploaded to a secured FTP server and credentials to access it will be shared with the Member within thirty (30) days of Agreement termination. This data will be available on the FTP site for the Member to download and verify, for up to 30 days.
- 1.10 Notify Member in writing at least sixty (60) days in advance of any software changes affecting data transfer between Member and EBIX.
- 1.11 Provide system upgrades as they become available at no additional charge.

2.0 Member shall (at their expense):

- 2.1 Provide to EBIX, in writing or electronic format, all information that is reasonably necessary for EBIX to perform the Data Management Services pursuant to this Agreement to the extent that such information is in Member’s possession or control. This information generally includes Account information, data management specifications, individual contacts and the Member’s policies and procedures concerning insurance compliance.

Master Service Agreement between EBIX and PRISM

- 2.2 Provide cooperation and support to EBIX as necessary in order for EBIX to perform its obligations and Services under this Agreement.
- 2.3 Provide a means for EBIX to procure all new and/or changed Accounts' status information in a timely and cost-efficient manner.
- 2.4 Provide a list of guidelines/parameters to use to evaluate an Accounts' insurance coverage for purposes of acceptance or deficiency reporting.
- 2.5 Provide a single Member contact to resolve Account insurance deficiency issues that have "run their course" according to defined operating procedures (based on the established insurance requirement parameters supplied by Member) and to resolve other such contract and data management issues.
- 2.6 Provide EBIX with updates identifying all Accounts (with their corresponding unique Account #) for whom Member desires EBIX to provide Data Management Services. All non-matching Accounts (by Account #) will be kept in the database for historical reference.
- 2.7 Provide EBIX with required Member logo artwork for use on Account deficiency notices.
- 2.8 The County Officer of employee responsible for administering this Agreement is Joseph Carruesco, Director, Human Resources Department, or successor.

3.0 Access

- 3.1 EBIX will provide 24-hour on-line access to the Member's Insurance Certificate database via Internet, providing Member both viewing and printing capabilities of current and historical scanned certificates as well as management reporting capabilities for as long as this Agreement is in effect.

4.0 COST OF SERVICES

- 4.1 Certificate Tracking and Reporting (including phone support)

Certificate of Insurance Management Services	
Annual Per Account Fee	\$16.49
Annual Minimum Fee	\$1,500 per 91 Base Accounts \$3,000 per 182 Base Accounts \$5,000 per 303 Base Accounts
Additional Services	

Master Service Agreement between EBIX and PRISM

Implementation Services	Historical Documents Scan And Enter To The System	\$1.75 Per Document
Implementation Services: Setup	Members in Transition from another service provider	\$1,200 Per Member
Services	Insurance Requirements Abstraction From Contracts	\$24 Per Contact
Services	Rush Pre Approval of An Account (48 Hours Processing)	\$28 Per Rush Request
Services	Tracking of Standalone Additional Insured Endorsements (Non-Construction)	\$2.29 Per Account Per Year
Services	Tracking of Standalone Ongoing And Completed Operations Endorsement (Construction)	\$2.29 Per Account per Year for either endorsement, \$4.58 for both
Services	Additional CD-ROM Summary	\$350
Services	Deficiency Phone Follow up: Bundled Fee (need to be paid for all accounts)	\$2.40 Per One Call Per Default Account
Services	Deficiency Phone Follow up (Case on Case Basis)	\$7.80 Per Call

4.2 On-line Access

A fee of \$0 per month shall be required for on-line access to the EBIX system via the Internet.

4.3 Fees charged for work performed by EBIX during the initial phases of this Agreement to commence Service to Member and to begin bringing Accounts into compliance with Member 's requirements are as follows:

File Set-up and Conversion: A one-time fee of \$3,000 shall be required to perform set up programming and for loading of Member's database to the EBIX system.

Member acknowledges that a significant portion, if not all, of the cost of file set up / conversion is incurred in the initial stages of implementing Member's program. Therefore, there will be no refunds of any amounts paid in the event Member terminates this Agreement prior to expiration of the Term.

Master Service Agreement between EBIX and PRISM

- 4.4 Additional fees may be assessed for additional services and/or program modifications added after the inception of service to Member. Member will have the right to review and approve changes before being assessed. Program modifications that require EBIX to perform custom programming shall be performed at a rate of \$180 per hour.
- 4.5 CPI Adjustment – Each year in January, the fees charged by Ebix shall be adjusted to reflect the annual change in the Consumer Price Index, average annual year end, for all Urban Consumers, Los Angeles-Riverside, Orange County, CA as issued by the Bureau of Labor Statistics of the United States Department of Labor, (“CPI Index”). The first CPI Adjustment shall be made as of January, 2024 and shall remain the same until subsequent adjustments are made as of each January of each year thereafter. The change in the fee will be determined by multiplying the total invoice amount for a month by a fraction. For the first year’s adjustment, the numerator in the fraction will be the CPI Index for 2023 by the denominator, CPI Index for, 2022 (base year). The fraction for subsequent years will be determined by taking the CPI Index for the current year-end (numerator), divided by the base year CPI Index (the denominator). Revisions to the CPI Adjustment shall be reflected in a billing adjustment each February and shall remain unchanged until the next annual CPI Adjustment. In recognition of the fluctuating cost of doing business over time, after the first year term of the agreement, EBIX may adjust any of the aforementioned fees. Such price adjustments in any calendar year may not exceed 3% of the total cost of the services. If the CPI adjustment is above three percent (3%) for any given year then the adjustment shall not be applicable and the increase for that year shall be fixed at three percent (3%). If CPI adjustment is below three percent (3%) for any given year then the price adjustment for that year shall be adjusted to reflect the actual change.
- 4.6 The total amount of this Agreement shall not exceed \$75,819, as amended, inclusive of all costs, taxes, and expenses.

5.0 BILLING

- 5.1 Invoices shall be issued to the Member by EBIX, at the beginning of each quarter term for services rendered at the pricing specified under Section 4.1 to 4.5 of this New Member Purchase Order. Account fees will be based on the total vendor count at the end of the quarter. The first day of the annual billing terms shall be a) the date that EBIX first commences issuance of introductory notices described in this Exhibit 1.4(a) of this New Member Purchase Order or b) 45 days after the date of this Agreement, whichever comes first. Fees for incremental Accounts added in excess of initial count Accounts (if any) shall be billed at the beginning of each quarter. For billing purposes, such “overage” Accounts will be considered as Active Accounts until the end of the current annual Term. For subsequent years, Annual fees are based on the number of Accounts on the system as of the anniversary date. Fees for monthly incremental Account totals added in excess of the amount billed on the anniversary date shall be billed quarterly by Ebix.
- 5.2 Invoices will be issued quarterly as described in Paragraph 5.1 on the first day of the month of each subsequent billing term.

Master Service Agreement between EBIX and PRISM

- 5.3 Member will remit total payment due for Services provided by EBIX within 30 days of receipt of invoice from EBIX. If an invoice is not paid within 45 days of the invoice date, Member must pay:
- 5.3.1 a late charge of 1.5% per month or the maximum lawful rate, whichever is less and;
 - 5.3.2 EBIX's collection expenses, including reasonable attorneys' fees.
- 5.4 If Member has a good-faith dispute related to an invoiced amount, Member must notify EBIX within 30 days of receipt of the disputed invoice. Pending the outcome of the dispute, Member may withhold payment of the disputed amount but must pay the balance of the invoice. Both parties must work diligently and in good faith to resolve any disputed invoice amounts within 30 days of the notice of dispute. If Member fails to dispute an invoiced amount within 180 days of the invoice date, Member waives any claim related to that invoice.
- 5.5 EBIX shall not be obligated to provide services to Member if payment has not been remitted by Member in accordance with Paragraphs 5.1 through 5.3 above.
- 5.6 Itemized invoices shall follow the format specified by Client and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect EBIX's charges for the specific services billed on those invoices. Invoices shall be mailed to Client at the following address:

County of El Dorado
Human Resources Department
330 Fair Lane
Placerville, California 95667

Attn.: Joseph Carruesco
Human Resource Director

or to such other location as Client directs.

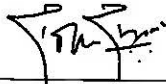
Master Service Agreement between EBIX and PRISM

IN WITNESS WHEREOF, the parties to this **Purchasing Order** have caused it to be duly executed by their respective duly authorized representatives.

MEMBER NAME:

EBIX, INC.

Authorized signature/Title



Authorized signature/Title

Robin Raina President &
CEO

Date: ___/___/20___

Date: 5 / 2 /20 23