



Statement of Work

This Statement of Work ("SOW") is made and entered into effective 7/1/2020 by and between CadmiumCD, LLC ("CADMIUM") and Hawaii Captive Insurance Council ("CLIENT"). This SOW is an exhibit to and governed by the Master Agreement ("MA") between CADMIUM and Client having an effective date of *NO DATA* and terminating 10 business days following the last operating day of the last event detailed in this statement of work.

Contacts

Hawaii Captive Insurance Council	CadmiumCD
Hawaii Captive Insurance Council 999 Bishop Street Suite 1600 Honolulu, HI 96813 Kari Nettel karinettel@hawaii.rr.com (808) 256-1188	CadmiumCD 19 Newport Dr, Suite 101 Forest Hill, MD Sandy Brown Sales Sandy@CadmiumCD.com

Payment Terms

A 50% deposit of the Total Fee is due upon execution of this SOW. The final 50% will be invoiced after the last SOW is completed for that calendar year. Terms for all invoices are net 30, with any late payment accruing interest at 1.5% per month.

If applicable, union fees and related convention center third-party fees required for CadmiumCD to perform this SOW will be added to the Total Fee.

For clients outside of the United States, payments must be made by credit card or by wire transfer. International checks are not accepted.

Client agrees to provide a reseller certificate or state tax exemption certificates otherwise products will be taxed at the appropriate rate for their jurisdiction.

Subscription Details**2020 HCIC Annual Education Forum**

Oct 19 – 20, 2020 (Monday – Tuesday)

of Speakers: 24

of Presentations: 6

of Exhibitors: 5

of Attendees: 100

Education Harvester \$0.00**Level: Express**

Project Manager: Rhonda Fleischmann

Limit of 5 tasks

Expo Harvester \$0.00**Level: Express**

Anticipated Companies: 5

Project Manager: Rhonda Fleischmann

To collect sponsorship banners etc. for website

Limit of 5 tasks

eventScribe Website (Itinerary Planner) \$3,710.00**Level: Pro**

Project Manager: Rhonda Fleischmann

4/4 credits used

Extended post-event time from 3 months to 1 year (1 credit)

Extends the availability to attendees and content hosting of your eventScribe Conference Website.

Basic Itinerary Planner: Favorite presentations, people + exhibitors (1 credit)

Allow attendees to favorite presentations, people, and exhibitors.

Extended Planner tools: Personal schedule items, schedule export (1 credit)

Allow attendees to add personal items to their conference schedule and export a list of calendar items.

Presentation PDFs (1 per presentation) (1 credit)

Include PDF files on your eventScribe Conference Website. PDFs could be either Slides or Handouts. This option only allows 1 PDF per presentation.

eventScribe Live (2020 HCIC Annual Education Forum) \$3,500.00

Project Manager: Rhonda Fleischmann

ARS (Discussion + Q & A)**Tile Screen**

Education Video Chats (10 hours)
10 Hours of Video Chat

**eventScribe Live (2020 HCIC Annual
Education Forum)**

\$6,250.00

Project Manager: Mike Nusbaum

Live Streaming (2 live streams)

1 Live Stream per day on October 19, October 20 5 presentations to be recorded by CadmiumCD AV Staff ahead of event and streamed through live day of event with Live Q&A. (\$750). 6th presentation will be live.

This eS Live Module contains:

1 Live Stream channel per day:

October 19

October 20

5 presentations to be pre-recorded by CadmiumCD AV

6th presentation will be Live

Total

\$13,460.00

Project Milestones

Education Harvester

Education Harvester Timeline

Launch Date — Date selected by client

Kick-off Call – 15 business days before launch date

Content due from client (data, graphics) – 12 business days before launch date

Final QC — 6 business days before launch date

Final Demo — 5 business days before launch date

Approval — 2 business days before launch date

Expo Harvester

Expo Harvester Timeline

Launch Date — Date selected by client

Kick-off Call – 15 business days before launch date

Final QC — 6 business days before launch date

Final Demo — 5 business days before launch date

Approval — 2 business days before launch date

eventScribe Website

Itinerary Planner Timeline

Launch Date — Date selected by client

Kick-off Call — 30 business days before launch date

Menu Options, Content, and Graphics — 22 business days before launch date

First Demo — 12 business days before launch date
Final QC — 5 business days before launch date
Final Demo — 4 business days before launch date
Approval — 2 business days before launch date
Pre-event QC — 2 business days before event start date

eventScribe Website

RUSH Itinerary Planner Timeline

Launch Date — Date selected by client
Kick-off Call — 15 business days before launch date
Menu Options, Content, and Graphics — 13 business days before launch date
First Demo — 8 business days before launch date (we will build the website in 5 business days as long as details above are provided)
Final QC — 6 business days before launch date (we will make all changes provided by the client in 2 business days)
Final Demo — 4 business days before launch date
Approval — 1 business day before launch date
Pre-event QC — 2 business days before event start date
Rush — This will be a 'rush project'

eventScribe Website

Standard Proceedings Timeline

Kick-off Call — 60 business days before event start date
Graphics Due — 30 business days before event start date
First Demo — 25 business days before event start date
Final QC — 9 business days before event start date
Final Demo — 8 business days before event start date
Approval — 7 business days before event start date
Launch — 6 business days before event start date

eventScribe Website

RUSH Standard Proceedings Timeline

Kick-off Call — 15 business days before launch date
Graphics Due — 14 business days before launch date
First Demo — 8 business days before launch date (we will build the website in 5 business days)
Final QC — 6 business days before launch date (we will make all changes provided by the client in 2 business days)
Final Demo — 4 business days before launch date
Approval — 1 business days before launch date

Launch — Date selected by the client
Rush — This will be a 'rush project'

eventScribe Website

Audio Proceedings Timeline

Kick-off Call — 60 business days before event start date
Graphics Due — 30 business days before event start date
First Demo — 25 business days before event start date
First QC — 9 business days before event start date
Final Demo — 8 business days before event start date
Approval — 7 business days before event start date
Launch — 6 business days before event start date
Final QC — 10 business days AFTER event end date
Audio Go-live — 11 business days AFTER event end date

eventScribe Website

RUSH Audio Proceedings Timeline

Kick-off Call — 15 business days before launch date
Graphics/recording schedule Due — 14 business days before launch date
First Demo — 8 business days before launch date (we will build the website in 5 business days)
Final QC — 6 business days before launch date (we will make all changes provided by the client in 2 business days)
Final Demo — 4 business days before launch date
Approval — 1 business days before launch date
Launch — Date selected by the client
Final QC — 10 business days AFTER event end date
Audio Go-live — 11 business days AFTER event end date
Rush — This will be a 'rush project'

Client Deliverables

Education Harvester

Speaker Harvester PRO

- Watch Basic level training videos to learn how to edit tasks, use worksheets, send emails.
- Information needed to set-up Speaker tasks
- Launch date to Speakers
- Banner ad to brand the site (1920 pixels wide x 180-280 pixels high, .JPG or .PNG Format).

Expo Harvester

Express Tier:

- Information needed to set-up Exhibitor tasks
- Watch Basic level training videos to learn how to edit tasks, run reports, send emails
- Launch date to exhibitors
- Banner ad to brand the site (1920 pixels wide x 180-280 pixels high, .JPG or .PNG Format).
- PDF of the floor plan
- Import exhibitors (current exhibitors, or presold booths (if needed)
- Logo for the floor plan (250 px wide)
- Expo hall hours
- Exhibitor prospectus

Standard Tier:

All Express items above and the following:

- Association/Event contact for booth sales
- Sales contract - Expo hall hours
- Exhibitor prospectus
- Categories (if using)
- Badges (if using)
- Info needed to set-up tasks

Pro Tier:

All Express and Standard items above and the following:

- Terms & Conditions
- Payment & Cancellation Policy
- Pricing (booths and sponsorships)
- Sponsorship Items (if applicable)
- Merchant Account info
- Check and Wire transfer instructions (if accepting those payment types)
- Priority Points (if applicable)
- Custom Sales reports (if needed)

eventScribe Website**EventScribe Website (STANDARD)**

- Client must watch Basic level training videos in both the Harvester and the eventScribe site. Understanding the Speaker Harvester is critical to understanding how the information is displayed in Website.
- Desired launch date
- Banner ad to brand the site (1920 pixels wide x 180-280 pixels high, .JPG or .PNG Format).
- Prior to kick-off call, if applicable, review last year's site, determine the navigation tabs and names desired for new site.
- Understanding basic HTML programming will help client make their own site edits and cut down on the time delay when submitting through CadmiumCD.

Product Description

Education Harvester

Education Harvester Description

The Education Harvester organizes all speaker and presentation data into an intuitive format. The Education Harvester collects information directly from speakers through a motivational task-based system. You can keep speakers on point by setting task-oriented deadlines and send emails to custom or template distribution lists to remind them what's left to submit. Each piece of information can be customized based on role and presentation needs. The type of information that can be collected from speakers is determined by one of three tiers - Express, Standard or Pro Tier. Pricing for the Education Harvester is affected by the number of speakers and the tier of information used to collect the required data.

Expo Harvester

Exhibitor Harvester Description

The Exhibitor Harvester allows you to manage booth sales, sponsor options, and company information through a series of customized tasks. The Exhibitor Harvester collects information directly from exhibitors and/or sponsors through a motivational task-based system. You can keep exhibitors on point by setting task-oriented deadlines and send emails to custom or template distribution lists to remind them what's left to submit. Each piece of information can be customized based on exhibitor and sponsorship requirements. The type of information that can be collected from exhibitors is determined by one of three tiers - Express, Standard or Pro Tier. Pricing for the Exhibitor Harvester is affected by the number of speakers and the tier of information used to collect the required data.

eventScribe Website

eventScribe Website Description

The eventScribe Websites are designed for attendees to login and view the available sessions at an event and bookmark or add a session to create an event schedule for themselves. It is typically linked from the main conference website. Optionally, the site can also act as a conference website where additional information beyond the session and exhibitor information can be added for an additional fee.

The advantages of the online planner include immediate updates to both the presentation and exhibitor data when they are made to data existing in the Conference Harvester. If a speaker or exhibitor change is made, or additional information is provided, that information is immediately updated for attendees to see on the planner.

Other pages that may exist on the online planner would need to have content updated by CadmiumCD staff. Examples of this might include hotel information, transportation, registration details and other related information for events.

There are three tiers to the eventScribe Websites that affect features and functionality of the website: Express, Standard and Pro. Pricing is based on the product tier selected and the number of presentations included in the event.

eventScribe Website

Video Recordings Description

CadmiumCD will come onsite and screen capture the sessions at the meeting. Videos will be provided as MP4 files to the client unless otherwise agreed. Light editing of the videos will occur. If significant edits are needed, additional fees may be charged to the client.

eventScribe Website

CadmiumCD will provide their live streaming platform, eventScribe Live, for clients to use.

Boomerang (CadmiumCD Ticket Support System) Notice:

Clients are expected to submit work requests through the Boomerang ticket support system. Requests sent through the ticket system receive a higher priority in response. Work requests sent via email are not prioritized. Any work request sent through an email will be requested to be entered into the ticket system for processing.

Custom Reports:

There is an additional fee of \$500 per report and will be implemented upon client request during the course of the project once a report template has been provided by the client. A custom report is a report not currently available in the system, requested by client to retrieve data from our system from a specific module. The custom report fee includes 4 hours of report design and requires 10 business days to complete after specifications have been confirmed. For custom reports requiring more than 4 hours, the cost will be \$500 plus \$150 per hour for the time spent over 4 hours or for any modifications to the report which was not included in the original request. Excess time will be billed in 1/4 hour increments.

It is the intention to create custom reports in a manner that will allow them to be run in subsequent events without modification, however all reports are subject to the underlying data model. Because this data model is flexible and may be changed from event to event in order to accommodate changing data collection requirements, this may necessitate maintenance or re-engineering work in order for the custom report to be migrated into the new event and in this case any such work will be billed at the hourly rate of \$150, in 1/4 hour increments.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement under seal, with the intention of making it a sealed instrument, as of the day and year first above written.

Hawaii Captive Insurance Council

CadmiumCD, LLC

NAME: Jill Miura

NAME: Michelle P. Wyatt

POSITION: Education Committee Chair

POSITION: Chief Executive Officer

<p>SIGNATURE:</p>  <p>Digitally signed by Jill Miura Date: 2020.08.07 10:23:52 -10'00'</p> <p>DATE:</p>	<p>SIGNATURE:</p>  <p>DocuSigned by: Michelle Wyatt AEFDBF1A1690478...</p> <p>DATE: 8/13/2020</p>
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Master Agreement

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Agreement (“Agreement”) is made 7/1/2020 by and between CadmiumCD, LLC (“CADMIUM”), a Maryland limited liability company, with its principal place of business at 19 Newport Drive, Ste. 101, Forest Hill MD 21050 and Hawaii Captive Insurance Council Corporation (“CLIENT”) with its principal place of business at Hawaii Captive Insurance Council, 999 Bishop Street, Suite 1600, Honolulu, HI 96813.

AGREEMENT

1. RIGHT TO ACCESS THE PLATFORM

(a) The Platform consists of various modules, including, but not limited to, modules known as Abstract Scorecard, Conference Harvester, eventScribe, Conference Proceedings, Exhibitor Portal and Hermes SRR, and such other modules that Cadmium may introduce during this Agreement (each referred to as a “Module”). Client may subscribe to one or more Modules and also procure various related Services by entering one or more SOWs with Cadmium.

(b) Subject to Client’s continued compliance with this Agreement and during the term of the applicable SOWs, Cadmium hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform Modules to which it has subscribed pursuant to one or more SOWs solely for Client’s business purposes and within the usage, pricing, capacity, duration, and other parameters specified in the applicable SOW.

(c) Cadmium shall use commercially reasonable efforts to provide continuous access to Platform. Cadmium shall comply with the Service Level Agreement set forth in Exhibit A. Cadmium does not guarantee that the Platform shall be accessible at all times.

2. SERVICES, STATEMENT OF WORK

(a) Statement of Work. Cadmium shall provide use of the Modules subscribed to and perform the related Services set forth in one or more statements of work that are mutually agreed to and signed by both parties (each, a “SOW”). Each such SOW shall refer to this Agreement, shall form a part of this Agreement when fully executed, and shall be subject to the terms and conditions contained herein. Each SOW shall set forth, as applicable, the description of the Modules subscribed to, related Services, if any, fees and other terms agreed upon by the parties hereto. In the event that specific terms of a SOW conflict with the provisions of this Agreement, the terms of the SOW shall control if such terms specifically reference the inconsistent provisions of this Agreement. In all other cases, the terms of this Agreement shall control.

(b) No SOW shall be binding on either party until agreed to by both parties in writing.

(c) Authorized User Administration. In order to obtain access to the Platform, a user must first be an Authorized User. At any time, Client may request Cadmium to de-authorize an Authorized User, which shall result in that user no longer having access to the Platform. Client may designate up to two (2) "Super Administrator" (defined as a user having administrator rights) per account and training support for only two of Client's staff members, unless otherwise detailed in a related SOW. Additionally, Client shall not be permitted to access or use Modules to which it does not explicitly subscribe pursuant to a SOW, and Cadmium shall not commence services beyond the scope of any SOW unless explicitly authorized to do so in writing. Client agrees that no Login Credentials shall be shared or otherwise utilized by two or more individuals at any time. Cadmium shall timely deauthorize all Authorized Users upon written request (email is acceptable) by a Super Administrator. Client agrees to comply with the reasonable procedures specified in writing by Cadmium from time to time regarding obtaining and updating passwords or other security measures. Client is responsible for all acts and failures to act of its Authorized Users, and for ensuring that all Authorized Users are permitted by applicable law to access the Platform. Cadmium shall have no responsibility or liability for any damage or loss caused by the failure of Client to timely request deauthorization of an Authorized User (e.g., a terminated employee).

(d) Maintaining the security and confidentiality of any data uploaded to the platform by Client or its affiliates, ("Client Data") is a shared responsibility between Cadmium and Client. Cadmium shall use commercially reasonable efforts to store, maintain and protect the confidentiality of Client Data uploaded by Client and its Authorized Users to the Platform. Cadmium is not liable for the confidentiality or security of any Client Data in the event of unauthorized access, theft, use or disclosure, either by or due to Client's Authorized Users by users or third parties who have obtained unauthorized access to an Authorized User's Login Credentials through no fault of Cadmium. Cadmium shall not be responsible for any suspected or actual unauthorized access, theft, use or disclosure, or data security breach of Client Data due to Client's breach of this Agreement, Client's (or its contractors' or providers') failure to use reasonable care in securing access to Login Credentials or due to Client's current or former Authorized Users acts or omissions that are the proximate cause of any data security breach related to the Platform.

3. FEES, PAYMENT TERMS

(a) Payment for Services. Client agrees to pay to Cadmium the Subscription Fees, Service Fees and expenses (collectively, the "Total Fees") as set forth in any SOW. All amounts shall be paid in U.S. currency.

(b) Invoicing and Due Date.

(i) Subscription and Service Fees. Subscription Fees in an SOW will be paid as outlined in each SOW. Invoices for Fees are due within thirty (30) days of invoice date, without deduction or setoff of any kind, unless different payment terms are expressly stated otherwise in the applicable SOW. Except as otherwise expressly agreed to in a SOW, Client

will not be responsible for any out-of-pocket expenses incurred by Cadmium in connection with the performance of the Services.

(ii) Overdue Amounts. Client agrees to pay interest on all undisputed amounts past due in the amount of the lesser of one and one half percent (1.5%) or the maximum amount allowed by law. Client agrees to pay all expenses, including, but not limited to, collection agents' and attorney's fees and costs for any collections efforts of amounts due hereunder. All fees are exclusive of any applicable sales, use and other taxes, which shall be Client's responsibility for reporting and paying. If Cadmium has the legal obligation to collect any such taxes, Client shall promptly reimburse Cadmium upon invoice. Client shall not be responsible for any taxes on Cadmium's net income, property, and employer reporting and payment obligations with respect to Cadmium's personnel. In the event of a good faith dispute of any sum invoiced by Cadmium, Client may withhold payment of the disputed portion of the invoice so long as (i) Client timely pays the undisputed portion of the invoice and all other undisputed charges as they come due; (ii) Client notifies Cadmium in writing of the nature of the dispute; and, (iii) Client and Cadmium confer in good faith to resolve the dispute.

(c) In the event Client cancels its subscription to one or more Modules, but at least one Module remains, Cadmium shall provide a pro rata refund of the unused portion of the applicable Fees paid for the Module(s) and Service(s) cancelled, excluding any Services already provided. Client agrees that all Modules and Services not defined in any SOW are subject to additional compensation for performance and agrees the parties will mutually either amend an existing SOW or enter into a new SOW to detail the additional Modules and Services requested and the additional respective consideration to be paid.

4. TERM; SUSPENSION

(a) Term. The term of this Agreement shall commence on the Effective Date and continue until terminated by either party according to the provisions contained herein; provided, however, that this Agreement shall survive with respect to any outstanding SOWs until they expire or are terminated.

(b) Suspension. Cadmium reserves the right to immediately suspend Client's access to and use of the Platform and Services, in Cadmium's sole and absolute discretion, if Client is using the Platform or Services in a way that may destabilize, harm or impair any of its intellectual property or any Client Data. Cadmium also reserves the right to suspend access to and use of the Platform and Services of Client's failure to pay any undisputed amount when due or other breach of this Agreement, if Client has not remedied such breach within ten (10) business days from receipt of written notice by Cadmium. Such suspension is without prejudice or limitation to Cadmium's other rights and remedies that may be available under this Agreement, at law or in equity.

5. WARRANTY

(a) Cadmium represents and warrants: (i) It has good and clear title to the Platform, free and clear of all liens and encumbrances; the Platform is either owned by or licensed to Cadmium; the

Platform shall not knowingly infringe on the rights of others; and Cadmium has the full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights granted to Client in this Agreement; and, (ii) The Platform shall substantially perform in all material aspects necessary to provide the functionality and services as defined in any SOW.

(b) Client Representations and Warranties: Client represents and warrants that it's officers, directors, employees and any third party contractors shall (i) use Cadmium's Platform solely as intended and pursuant to any current and binding SOW, and (ii) conduct themselves in a professional and workmanlike manner when engaging or working with any of Cadmium's employees or third party contractors. In the event that Client fails to satisfy this representation and warranty and Cadmium notifies Client in writing of such failure, then Cadmium has the right to cancel this Agreement for cause pursuant to paragraph 7(a) of this Agreement.

(c) Services Warranty. Cadmium represents and warrants that all Services shall be performed in a timely, professional and workmanlike manner (the "Services Warranty"). In the event that Cadmium fails to satisfy this representation and warranty and Client notifies Cadmium in writing of such failure within thirty (30) days of performance, Client's sole and exclusive remedy for breach of the Services Warranty shall be for Cadmium to re-perform the defective services at no additional cost to Client, including if necessary and without limitation, re-running of the eventScribe Live event described in the SOW. Notwithstanding the above, Cadmium shall comply with the Service Level Agreement ("SLA"), attached hereto as Exhibit A.

(d) Deliverables Warranty. Unless stated otherwise in a SOW, all Deliverables provided as part of a SOW shall be substantially free from material defects in materials, workmanship and design and shall be delivered in accordance with their applicable SOW for a period of ninety (90) days from delivery of the Deliverable (the "Warranty Period") (the foregoing in this Section 5(c)) referred to as the "Limited Warranty"). During the Warranty Period Cadmium shall promptly correct or replace (at our option) any defective Deliverable.

(e) Each party represents and warrants to the other that it shall comply with all applicable laws and regulations pertaining to their respective performance and obligations under this Agreement.

6. COMPLIANCE WITH GDPR AND OTHER DATA PROTECTION LAWS

(a) To the extent that Personal Data is received from citizens and residents of the European Union, both Cadmium, as the "data processor", and Client, as the "data controller", shall use commercially reasonable efforts to be in alignment with the required provisions of EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") for citizens and residents of the European Union, pursuant to the GDPR Data Processing Agreement ("GDPR DPA"), attached hereto as Exhibit B.

Client's Data Protection Officer or Equivalent

Name: Jill Miura

Title: Education Committee Chair

Email Address: jmiura@kmhllp.com

Cadmium's Data Protection Administrator

Name: Peter Wyatt

Title: Chief Technology Officer

Email Address: peter@cadmiumcd.com

(b) Each Party will at all times treat all Personal Data as Confidential Information. Each Party shall comply with all Applicable Laws, including but not limited to all applicable Data Protection Laws, as it relates to the collection, use, storage, and transfer of Personal Data under this Agreement, including any transfer of Personal Data between the Parties. If any Party seeks to transfer Personal Data to another third-party for the purposes of carrying out the Party's responsibilities under this Agreement, the Party must enter into a separate agreement with that receiving third party with terms and conditions equivalent to those set forth in this section, and must comply with all Applicable Law, including but not limited to all applicable Data Protection Laws.

(c) As used in this Agreement:

1) "Data Protection Law(s)" includes any law, statute, ordinance, regulation, rule, order, injunction, judgment, settlement agreement, decree, published directive, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity applicable to the processing, collection, treatment, use, storage, and security of Personal Data, including but not limited to, where applicable, the Gramm Leach Bliley Act of 1999, the California Consumer Privacy Act of 2018 as amended and applicable regulations, and the GDPR.

2) "Personal Data" means i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, credit report information, biometric information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, and geolocation information, and any information that constitutes "personal data", "personal information", "personal identifying information", or similar phrases within the meaning of any Data Protection Law. Personal Data excludes anonymized, de-identified, and/or publicly available information. Personal Data also excludes the business contact information (including but not limited to the business address, phone number, and/or email address) of any Party's employees, representatives, or agents used solely to facilitate the Parties' communications and services contemplated under this Agreement.

7. TERMINATION

(a) For Cause. Either Party may terminate this Agreement for cause if the other Party commits a material breach of this Agreement that (other than a failure of Client to timely pay any Fees owed), if curable using commercially reasonable efforts, remains uncured thirty (30) days after written notice of such breach is delivered to the other party.

(b) For Convenience. Either Party may terminate this Agreement or any SOW hereunder for convenience upon providing at least sixty (60) days' prior written notice to the other party. If Cadmium terminates this Agreement or a SOW pursuant to this Section 7(b), Cadmium shall refund to Client any unused prepaid fees for the remaining term on any terminated subscriptions. If Cadmium terminates this Agreement within thirty (30) days from the effective date of any SOW, Cadmium agrees to provide a refund of any deposits paid related to that SOW.

(c) Effect of Termination. Thirty (30) days after receipt of notice of termination of this Agreement by Client (the "Termination Period") Cadmium shall terminate Client's access to the Platform. Cadmium shall retain Client's Data pursuant to EXHIBIT B GDPR DATA PROCESSING AGREEMENT ("GDPR DPA") paragraph 10, and any other applicable Data Protection Law. During the Termination Period, Client is responsible for exporting all of its Content and data from the Platform using the tools provided within the Platform. Cadmium reserves the right to limit any Authorized User's access to or terminate any Authorized User's access to its Platform in Cadmium's sole and absolute discretion, however Cadmium agrees that such access shall not be reasonably withheld. In the event that Cadmium terminates Client's access to the Platform during the Termination Period, Cadmium shall make reasonable arrangements to provide a copy of Client's Content and data within ninety (90) calendar days.

8. CONFIDENTIALITY

(a) Each Party agrees to keep all confidential or proprietary information of the other Party, whether oral, written, electronic or otherwise, including but not limited to the terms and conditions contained herein or within any SOW, disclosed to it by the other Party, confidential and to protect such information as it would its own confidential information. All information shared by the Parties shall be used only in furtherance of the performance of this Agreement and its rights and obligations hereunder, unless agreed to in writing by the disclosing Party. Notwithstanding the foregoing, Cadmium may identify Client as a customer of Cadmium within Cadmium's websites, press releases, brochures or other marketing materials. Additionally, either Party may disclose the terms and conditions of this Agreement to any actual or potential acquirers or sources of financing as part of their due diligence process and to any agents or representatives bound by confidentiality provisions at least as protective as those contained herein. Cadmium's confidential information includes its software (as existing and developed hereafter) and all methods, techniques, processes, architecture, trade secrets, and the like related thereto.

(b) Any information shall not be considered confidential information to the extent, but only to the extent, that such information: (i) is already known to the receiving Party free of any confidentiality obligation at the time it is obtained; (ii) is or becomes publicly known through no wrongful act of the receiving Party; (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (iv) is required to be disclosed by law or court order. In the event that either Party is required by law or court order or regulatory authority to disclose any confidential information, except such disclosure may be made only after the other Party has been notified and has had a reasonable opportunity to seek a court order or appropriate agreement protecting disclosure of such confidential information.

(c) With regard to trade secrets, the obligations in this Section 8 shall continue for so long as such information continues to be maintained as a trade secret and trade secret status has not been lost based on the holder's actions or inactions or as determined by a final adjudication. With regard to confidential information other than trade secrets, the obligations in this Section 8 shall continue for the term of this Agreement and for three (3) years after termination or expiration. With regard to any Client Data that contains "personally identifiable information" or "Personal Data", the obligations in this Section 8 shall continue forever.

(d) Cadmium shall take commercially reasonable steps to protect Client's data in Cadmium's possession, including Client's attendees' Personal Data, from unauthorized use, access, disclosure, alteration or destruction. Security measures may include access controls, encryption or other means, where appropriate or required by law or regulation. Cadmium shall notify Client of any known security breach that results in the unauthorized use, access, disclosure, alteration or destruction of Personal Data, Client's data and personal information. Cadmium agrees to conduct periodic audits to evaluate the security of Client's data and to verify that the terms of this Agreement and any SOW with respect to Client Data are being followed.

9. USE OF DATA

(a) Client Data. As between Client and Cadmium, Client shall own all Client Data. During this Agreement Client shall be able to access and retrieve reports on uploaded Client Data. After termination of this Agreement, Cadmium shall retain Client Data pursuant to Paragraph 10 of Exhibit B: GDPR DPA attached hereto, any applicable Data Protection Law. Any Client Data retained by Cadmium after such time shall be maintained as confidential according to the terms of this Agreement. Notwithstanding the foregoing, upon Client's request, Cadmium shall provide a copy of Client Data in a usable format. Client at any time may give Cadmium written authorization to provide Client Data to third parties that Client expressly authorizes. Cadmium shall not be responsible for the use or security of Client Data provided by Cadmium to such authorized third parties.

(b) Use of Client Data. Cadmium shall have the right to use Client Data solely for the purposes of providing the Services to Client, improving the Platform or the Service, and conducting analytics of De-Identified Client Data. The rights and obligations under this Section 9(b) shall survive any expiration or termination of this Agreement.

(c) Client understands and agrees that Cadmium may demonstrate its Platform to potential clients which may result in some of Client Data and other Content provided by or through Client stored in Cadmium's content library to be displayed to such potential client, provided however, that no Personal Data, or confidential or proprietary information of Client shall be shared. Further, Client agrees that during the term and after any expiration or termination of this Agreement or any SOW, Cadmium may keep and use system performance data about Client's usage of the Platform and the Services for Cadmium's internal business purposes.

(d) Cadmium Information. Cadmium may develop or generate data (e.g., analytics, predictability information, reports, etc.) derived from Client Data that has been uploaded to the Platform, all of

the foregoing in connection with the Services that Cadmium provides generally, and all of the foregoing not including Client Data itself (“Cadmium Information”). All Cadmium Information shall be solely owned by Cadmium. Cadmium has the right to use Cadmium Information in any way it chooses internally (e.g., management reports), and, has the right to disclose to third parties (e.g., data shown to banks, investors, or potential acquirers) for commercial or noncommercial purposes information that contains anonymized, de-identified, extracted, and/or aggregated Client Data.

(e) Protection of Cardholder data. CadmiumCD represents and warrants that it maintains compliance with Payment Card Industry Data Security Standards (PCI DSS).

10. INTELLECTUAL PROPERTY

(a) Client acknowledges that the Platform contains proprietary information owned by or licensed to Cadmium and is protected by copyright, trademark, patent, trade secret and/or other intellectual property rights (collectively, “IPR”). Other than the rights granted herein, all IPR in the Platform and any documentation are and shall be owned by Cadmium. Client also agrees that, except as expressly provided in this Agreement, nothing in this Agreement or the conduct of the Parties shall be construed as conferring on the Client any license or right, by implication, estoppel, or otherwise, under copyright or other Platform related IPR. All rights not specifically granted in this Agreement are reserved by Cadmium. Client shall not modify any Documentation. Client shall not distribute any Documentation outside of Client’s organization. All rights not specifically granted herein are reserved by Cadmium.

(b) Cadmium shall have exclusive title to, and sole ownership of, (i) its Platform and Services and (ii) all derivative works of and modifications and improvements to the Platform and Services, including all software developed or enhancements made to the Platform and all intellectual property and similar right therein and thereto, whether developed solely by Cadmium or Client or jointly (collectively, all in this subsection (ii) referred to as “Modifications”). To the extent Client has or accrues any rights in the Modifications, Client agrees to and does hereby assign to Cadmium all right, title and interest in and to such Modifications automatically upon creation, without further consideration or notice required.

(c) Client is responsible for securing a license or permission from the presenters and all other owners to use multimedia presentations and other materials and content (“Content”) that are provided or used in connection with or through the Platform and Services for the use of such Content by Cadmium in such manner and as otherwise contemplated by this Agreement. The license or permission contemplated by this Section 10(c) shall be nonexclusive, perpetual, irrevocable, worldwide, royalty-free, and transferrable. To the extent Client provides any Content, Client hereby grants a license to Cadmium and its service providers and contractors to use such Content for the purposes of providing the Services and access to the Platform.

(d) Except as expressly set forth herein, the Platform and Services are provided on an “as is” basis. Client assumes all responsibilities for selection of the Platform and Modules and Services to achieve Client’s intended results and for the use of and results obtained from the Platform and Services and to the maximum extent permitted by applicable law, Cadmium disclaims all express and implied warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, quality and non-interference with Client’s enjoyment of the Platform and Services. Except as explicitly set forth herein, there is no warranty that the Platform or Services shall fulfill any of Client’s particular purposes or needs, shall be error-free or uninterrupted.

(e) Restrictions on Use. Client agrees not to, and not to allow others to reproduce, modify, translate, adapt, decompile, disassemble, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) (or attempt to do any of the foregoing) of any of Cadmium's software. Client shall not use, or knowingly allow others to use, any of Cadmium's software in support of the development of a competing product. Client shall not use the Platform or Modules in a manner that would be reasonably likely to cause harm to another client of Cadmium or to the Platform, Modules or to Cadmium. This Section 10(e) shall survive any expiration or termination of this Agreement.

11. FORCE MAJEURE

(a) With the exception of the payment of monies owed, if by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, governmental restrictions, appropriation, telecommunications failures, cable line cuts, global pandemic, economic factors that would make it impracticable for Client to hold an event as scheduled or to otherwise perform its obligations hereunder (including but not limited to the unavailability or inadequacy of any convention center, headquarters, hotel or necessary expansion space), or any law or regulation or change there that becomes effective after the date of the execution of this Agreement on the condition that such party makes reasonable efforts to remedy such failure or delay as soon as practicable or other causes beyond the control of a Party hereto (any of the foregoing is referred to as a "Force Majeure Event"), either Party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such Party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such Party liable to the other Party. A Party shall promptly notify the other Party in the event of a Force Majeure Event impacting the Party's ability to perform. Neither Party shall be liable for any loss, injury, delays or damages suffered or incurred by the other Party due to the above causes. In the event a Force Majeure Event occurs whereby either Party is unable to perform in whole or in part its obligations as set forth in this Agreement for a period of thirty (30) consecutive days, the other Party shall have the right to terminate this Agreement without termination liability

12. INDEMNIFICATION

(a) Indemnification by Cadmium. Cadmium shall indemnify, defend, and hold harmless Client, its affiliates and their respective officers, directors, employees, agents, representatives and contractors from and against all damages, awards, fines, penalties, and costs, including, but not limited to, attorneys' fees and expenses (collectively, "Losses") arising from or related to any allegation, claim, or action by a third Party (collectively "Claim") based on (a) Cadmium's breach of this Agreement; (b) for a Security Breach caused by Cadmium, to the extent due to Cadmium's breach of this Agreement or the GDPR DPA or a Data Protection Law; (c) a Claim for personal injury, death or damage to property or breach or loss of data; or, (d) a Claim that the Platform (other than any customization or modification of the Platform specifically requested by Client) infringes any valid US patent, copyright, or trade secret right. In the event that the use of the Platform is enjoined for infringement of any such intellectual property right, Cadmium shall use commercially reasonable efforts to: (i) replace the infringing Platform with a non-infringing version of the Platform; provided, however, if a non-infringing version is not reasonably

available to Cadmium, then Cadmium will, in its sole discretion, either: (ii) obtain a license permitting Client's continued use of the allegedly infringing Platform, or (iii) terminate the Agreement with respect to the infringing part of the Platform and provide for a corresponding reduction of fees as reasonably determined by Cadmium payable by Client. Provided Client is current with all fees due and payable to Cadmium, Client may, in its sole discretion, elect to terminate this Agreement effective thirty (30) days following written notice to Cadmium in the event the infringing portion of Platform is of material functionality thereby materially reducing Client's use of Platform. Such written termination must be delivered to Cadmium within thirty (30) days following Cadmium's written notice to Client of the reduction of fees attributable to the infringement. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications or customizations to the Platform made by Cadmium based on specifications or requirements provided by Client or the use of the Platform together with the Client Data. This Section 12(a) states the entire liability of Cadmium with respect to infringement of any US patent, copyright, trade secret or other intellectual property right. Cadmium shall be entitled to collect and retain any damage awards (including, but not limited to, attorneys' fees and costs) related to such Claim. For Cadmium Security Breach, costs shall also include the cost of notification, remediation, and monitoring services, all of the foregoing only as required by applicable law, and fines and penalties.

(b) Indemnification by Client. Except for Claims subject to Section 12(a), Client shall, to the extent permitted by applicable law, indemnify, defend and hold harmless Cadmium and affiliates and their respective officers, directors, employees, agents, representatives and contractors, at Client's expense, for all Losses from any Claim arising from or related to (i) the negligence or intentional misconduct of Client or its officers, directors, employees, agents or contractors directly related to the subject matter of this Agreement; (ii) Client's breach of this Agreement, or (iii) a Security Breach of data by Client or its Authorized Users that is transmitted, uploaded, downloaded, stored, managed or in any other way accessed, used or involved Cadmium's (or its agents and contractors) Services; or (iv) Client's failure to timely de-authorize an Authorized User who is no longer to have access to the Platform due to misconduct.

(c) Indemnification Process, Notice, Cooperation. The Party requesting indemnification ("Indemnified Party") shall give prompt written notice to the indemnifying Party ("Indemnifying Party") of any Claim and give the Indemnifying Party the authority to proceed as contemplated herein and timely cooperate with the Indemnified Party. The Indemnifying Party shall have the exclusive right to defend any such Claim, and make settlements thereof at its own discretion, provided that the Indemnifying Party may not settle or compromise such Claim, except with prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. At the Indemnifying Party's cost, the Indemnified Party shall promptly give such assistance and information as may reasonably be required to settle or oppose such Claims.

(d) Survival. This Section 12 shall survive the termination or expiration of this Agreement for a period of two (2) years.

13. LIMITATION OF LIABILITY

(a) EACH PARTY'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE PLATFORM, THE SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM, ACTION OR PROCEEDING, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (I) REGARDING PLATFORM SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CADMIUM UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM FOR LIABILITY, AND (II) FOR CLAIMS RELATED TO SERVICES UNDER A SOW SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO CADMIUM FOR THE PARTICULAR SOW AT ISSUE.

14. INSURANCE

(a) Each Party shall maintain liability insurance coverage of the types and in the amounts it determines is reasonable and shall provide evidence of same to the other Party upon request.

15. MISCELLANEOUS

(a) Governing Law. Any disputes under this Agreement shall be resolved under Maryland law without reference to conflict of laws principles.

(b) Dispute Resolution. Cadmium and Client shall attempt in good faith to resolve any dispute. Each Party shall designate an officer or senior level management executive with decision making authority (collectively, an "Executive") with the responsibility and the authority to resolve the dispute. These Executives shall meet or hold a telephone conference call as soon as possible but no later than thirty (30) days after the request to identify the scope of the dispute and the information needed to discuss and attempt to resolve such dispute. These Executives shall then gather relevant information regarding the dispute and shall meet or hold a telephone conference call promptly to discuss the issues and to negotiate in good faith to resolve that issue. In the event the Parties are unable to resolve the dispute within sixty (60) days after the specific meeting of the designated Executives as specified above (or such longer time as the Parties agree), the dispute shall be finally resolved by binding arbitration. Such arbitration shall be conducted at a location to be mutually agreed to by the Parties, or in the absence of such agreement, in Harford County, Maryland, in accordance with the commercial rules then in effect of the American Arbitration Association (the "Rules") by one (1) arbitrator appointed in accordance with such Rules. The award rendered by the arbitrator shall be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator. In the event the arbitrator determines that either Party fails to resolve any dispute in good faith, the arbitrator may award (in any amount deemed appropriate by the arbitrator) the prevailing Party its costs and expenses of arbitration, including filing fees and attorneys, accountants, and experts fees. All aspects of the arbitration shall be treated as confidential, as

provided in the Rules. Before making any disclosure permitted by the Rules, a Party shall give written notice to the other Party and afford such Party a reasonable opportunity to protect its interests. Each Party shall bear its own costs in the arbitration; however, the Parties shall share the fees and expenses of the arbitrator equally.

(c) Publicity. Either Party may disclose that Client is a customer of Cadmium. Cadmium may indicate Client as being a customer of Cadmium and use Client's name and logos for such purpose (but not to indicate endorsement or recommendation) and describe the nonconfidential nature of the relationship in Cadmium's press releases, marketing and promotional material, provided that Client may revoke its consent to such disclosure at any time by notifying Cadmium in writing, in which event Cadmium shall promptly remove such disclosure from its existing promotional material as soon as practicable.

(d) Agreement. This Agreement, the Exhibits attached hereto and all SOWs entered into are all incorporated herein and collectively set forth the entire understanding and agreement between Client and Cadmium regarding the subject matter of this Agreement and supersede all prior or contemporaneous proposals or communications, oral or written, between the Parties relating to the subject matter of this Agreement. No modification of this Agreement shall be binding unless it is in writing and is signed by authorized representatives of both Parties. Each Party has had an opportunity for their respective legal counsel to review this Agreement; accordingly, no rule of construction against the drafter shall be applied. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. The Parties agree that the Services provided hereunder are considered provided in the state of Cadmium's headquarters. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the Party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement. The background recitals form a material part of this Agreement.

(e) Survival. In addition to any language in this Agreement regarding the survival of any provisions, the following Sections shall survive any termination or expiration of this Agreement according to the language in such Section: 9 (Use of Data), 10 (Intellectual Property), 13 (Limitations of Liability).

(f) Assignment. This Agreement may not be assigned, conveyed or transferred, whether by contract or operation of law (collectively referred to in this Section 15(f) as "assign" or "assignment") by Client without the prior written consent of Cadmium, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with or without consent to an affiliate or other entity resulting from a sale, merger, or other transaction involving the transfer of substantially all of a Party's assets, stock, or business, and, (i) with respect to Client, any transaction that results in a change in the corporate or organizational structure of Client, and (ii) with respect to Cadmium, Cadmium shall not assign this Agreement in whole or in part without the prior written consent of Client, and shall notify Client of such transfer in writing, provided that the assignee agrees to be bound by the terms and

conditions of the Agreement and any agreements entered into between the Parties which form a part of this Agreement. Any assignment in violation of this Section 15(e) shall be of no power or effect.

(g) Notices. All notices required to be given pursuant to this Agreement (other than notice of amendment to the Service Level Agreement, which notice is as set forth therein) shall be given in writing and delivered by fax, hand, certified first class mail, email or overnight courier, addressed to the receiving Party at the address stated in this Agreement. Notice shall be deemed given when (all contact information being as stated above) (i) sent by fax; (ii) delivered by hand, (iii) three (3) business days after mailing by certified first class mail, (iv) one (1) business day after delivering to a recognized overnight delivery carrier, or (v) on the date sent by electronic mail, provided that confirmation is sent by one of the other foregoing methods. Each Party shall provide written notice to the other Party in the event of a change in the contact information.

(h) Duplicate Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature page of any party to any counterpart, and photocopies, electronic copies and facsimiles thereof, may be appended to any other counterpart and when so appended, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement under seal, with the intention of making it a sealed instrument, as of the day and year first above written.

**Hawaii Captive Insurance
Council Corporation**

CadmiumCD, LLC

NAME: Jill Miura

NAME: Michelle P. Wyatt

POSITION: Treasurer

POSITION: Chief Executive Officer



<p>SIGNATURE:</p>  <p>Digitally signed by Jill Miura Date: 2020.08.07 10:20:00 -10'00'</p> <p>DATE:</p>	<p>SIGNATURE:</p>  <p>DocuSigned by: Michelle Wyatt AEFDBF1A1690478...</p> <p>DATE: 8/13/2020</p>
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Exhibit A Service Level Agreement

Overview

This Service Level Agreement exhibit (“Exhibit”) describes the service levels applicable to CLIENT’s access to the Platform pursuant to the Master Agreement (“Agreement”) by and between CadmiumCD, LLC (“CADMIUM”) and the Client. This Exhibit is subject to the terms and conditions of the Agreement. Terms capitalized but not defined herein have the meanings ascribed to them in the Agreement.

Third party services and the performance of other entities (e.g. Internet providers, Amazon, etc.) shall not be included in the determination of whether CADMIUM has adhered to the Service Levels defined herein.

General Support

Summary Table of General Support by User Type

<u>Support Type</u>	<u>Trained Users</u>	<u>Other Staff</u>	<u>End User</u>
Online Ticket Support (Boomerangs)	Yes	Yes	No
Phone Support	Yes	No	Yes
Email Support	Yes	No	Yes

Online Ticket Support Hours

Online Ticket support is available 24 hours through Cadmium’s Platform. Client may access this system through <https://www.mycadmium.com/login.asp> and complete a request for assistance or ticket, also known as Boomerangs. Client UNDERSTANDS THAT BOOMERANGS ARE THE PRIMARY METHOD OF COMMUNICATION WITH Cadmium. Cadmium shall complete Boomerangs in the order of their severity then order of submission. Client may identify a Boomerang as urgent. Client may escalate the status of a Boomerang through Cadmium’s point based system. Cadmium staff only reviews and responds to online tickets during business hours.

Phone-Based Support During Business Hours

Cadmium’s service representatives shall be available from 9AM – 9PM, Eastern Time, Monday through Friday, excluding Federal holidays (list of holidays shall be provided upon request) at (410) 638-9239. All Client service support shall be in English.

Phone-Base Support During Non-Business Hours

If Support is needed during non-business hours, it can be pre-arranged through Client's myCadmium account or project manager at an additional \$75/hour for weekends and \$100/hour for holidays with 7 days advanced notification. Specific time frames need to be provided with a minimum of 2 hours per requested time slot.

Support Contacts

Cadmium shall maintain trained personnel to promptly respond to Client during support hours, and Client shall designate one of its employees as its principal contact for support-related issues.

CLIENT Cooperation and Preparation

Client acknowledges (a) that certain services to be provided by Cadmium regarding support may be dependent on Client providing certain data, information or assistance and (b) that such cooperation may be essential to the performance of such support services. Client should have the following information and materials ready when requesting support, either via phone or through a Boomerang: (a) name of user, the detailed explanation of the task they are trying to complete and steps they have taken to complete the task on their own, (b) error messages and indications that Client received when a malfunction occurred along with a screen capture, (c) what the user was doing when the malfunction occurred, (d) what steps Client has taken to reproduce the malfunction, (e) what steps Client may have already taken to solve the problem and (f) system logging. Client further acknowledges that Cadmium's support services related to adding, removing, or updating content in any form within its platform is solely reserved for Client's staff that have been trained to use its Platform. However, Cadmium agrees to provide support to users of Client facing applications who may need limited technical support.

Uptime Requirement

Cadmium shall use commercially reasonable efforts to provide that uptime shall be no less than 99% within any full calendar month (the "Uptime Requirement"). Uptime is measured as time that the Platform is available without a critical outage outside of (1) regularly scheduled maintenance windows (2) unscheduled maintenance, if advance notice is provided as set forth below, (3) delays that are attributable to Client, to any external or third-party hardware, software, system or service, or any network or telecommunications factors on the Internet that are not within Cadmium's reasonable control, or (4) any force majeure event. The scenarios described by (1)-(4) above shall be referred to herein as the "Permitted Outages"). Advanced notice of Maintenance shall be provided to Client, as needed, if maintenance occurs outside of the Cadmium's regularly scheduled maintenance window between 10PM and 4AM nightly Eastern Time.

CADMIUM provides a three-level call severity system.

Definitions

(1) Critical Outage: Platform is down or completely unusable for production requirements, in each case other than in connection with a Permitted Outage.

(2) Non-Critical Outage: A degradation of performance in response time or functionality that does not preclude production-required functionality.

(3) Low: Bug Report / Support Request (non-outage): All support requests and bug report submissions.

Responses

Based on incident severity Cadmium will provide a resolution per the Targets listed below. For any critical outage, CLIENT agrees to notify CADMIUM immediately via email at outage@cadmiumcd.com. All emails received at this email address are immediate routed to the Cadmium's Platform and infrastructure support teams.

Severity	Target for Resolution (Off-hours)*
Critical	8 hrs (24 hrs)
Non-Critical	24 hrs (48 hrs)
Low	72 hrs

*CLIENT acknowledges that the actual resolution time for a particular issue shall depend on the nature of that issue and other factors and may vary significantly from these targets.

Cadmium shall not be responsible for a failure to meet any Service Level to the extent that such failure is directly attributable to, or Cadmium's performance is materially hindered by Client's acts, errors, omissions, or breaches of the Agreement.

Cadmium may, in its sole discretion (and without the requirement for a signed written amendment), amend this Service Level Agreement and the amended version shall be effective on the date on which Cadmium provides notice to Client by email, posting on the cadmiumcd.com website, or by other notification means.

EXHIBIT B
GDPR DATA PROCESSING AGREEMENT (“GDPR DPA”)

This GDPR Data Processing Agreement exhibit (“GDPR DPA”) describes the processing of a data subject’s personal data in accordance with the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“GDPR”) for citizens and residents of the European Union pursuant to the Master Agreement (“Agreement”) by and between CadmiumCD, LLC (“CADMIUM” hereinafter referred to as “Processor”) and Hawaii Captive Insurance Council (“CLIENT” hereinafter referred to as the “Controller”). This GDPR DPA forms part of the Agreement. Except where the context requires otherwise, references in this GDPR DPA to the Agreement are to the Agreement as amended by, and including, this GDPR DPA. Unless defined otherwise in this GDPR DPA, all capitalized terms have the same meaning as set forth in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

1. Definitions

In this GDPR DPA, each the following terms shall have the meaning set out below:

"Authorized Sub-processors" means any Sub-processors consented to in writing by Controller in accordance with Sub-processing section.

"Controller Personal Data" means any Personal Data processed by Processor on behalf of the Controller pursuant to or in connection with the Agreement.

“Data Protection Laws” means (i) prior to May 25, 2018, the EU Data Protection Directive 95/46/EC, and any applicable national implementation of it; and (ii) on and after May 25, 2018, the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“GDPR”) as well as any local data protection laws.

"EEA" means the European Economic Area.

“Erasure” means the removal or destruction of Personal Data such that it cannot be recovered or reconstructed.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Controller Personal Data transmitted, stored or otherwise processed.

“Products” means the products to be supplied by the Processor to the Controller pursuant to the Agreement.

"Services" means the services to be supplied by the Processor to the Controller pursuant to the Agreement.

"Standard Contractual Clauses" means the set of standard contractual clauses for the transfer of personal data to Processors established in Third Countries, as approved by the European

Commission Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes the foregoing set of clauses.

"Sub-processor" means any Data Processor (including any third party) appointed by the Processor and who agrees to receive and process Controller Personal Data on behalf of the Controller.

"Third Country" means any country outside EU/EEA, except where that country is the subject of a valid adequacy decision by the European Commission on the protection of Personal Data in Third Countries.

"Process/Processing/Processed", "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Special Categories of Personal Data" and any further definition not included under this Agreement or the Agreement shall have the same meaning as in EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR").

2. Data Processing Terms

In the course of providing the Services and/or Products to the Controller pursuant to the Agreement, Controller agrees that the Processor may process Controller Personal Data on behalf of the Controller as per the terms of this GDPR DPA. The Processor agrees to comply with the following provisions with respect to any Controller Personal Data.

- i. The Processor shall use reasonable efforts to obtain and maintain all necessary licenses, authorizations and permits necessary to process Personal Data.
- ii. The Processor shall use reasonable efforts to maintain all the technical and organizational measures to comply with the requirements set forth in this GDPR DPA.

3. Processing of Controller Personal Data

(a) The Processor shall only process Controller Personal Data as reasonably necessary for the provision of the Services and consistent with the Agreement and for the purposes described in the Agreement and its related SOWs ("Permitted Purpose"). The Processor shall not process, transfer, modify, amend or alter the Controller Personal Data or disclose or permit the disclosure of the Controller Personal Data to any third party other than in accordance with this GDPR DPA or Controller's documented instructions, unless processing is required by EU or Member State law, or US laws to which Processor is subject. The Processor shall, to the extent permitted by such law, inform the Controller of that legal requirement before processing the Personal Data and comply with the Controller's instructions to minimize, as much as possible, the scope of the disclosure.

(b) The Processor may transfer Controller Personal Data to recipients in the Third Countries only in accordance with this GDPR DPA (which acts as the Controller's written instructions) or as

otherwise instructed by the Controller in writing.

4. Reliability and Non-Disclosure

(a) The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Controller Personal Data, ensuring in each case that access is strictly limited to those individuals who require access to the relevant Controller Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

(b) The Processor must ensure that all individuals which have a duty to process Controller Personal Data:

- i. Are informed of the confidential nature of the Controller Personal Data and are aware of Processor's obligations under this GDPR DPA and the Agreement in relation to the Controller Personal Data;
- ii. Have undertaken appropriate training/certifications in relation to the Data Protection Laws and handling Personal Data;
- iii. Are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
- iv. Are subject to user authentication and logon processes when accessing the Controller Personal Data in accordance with this Agreement, the Agreement and the applicable Data Protection Laws.

5. Personal Data Security

(a) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, as the Processor deems appropriate:

- i. Pseudonymization and encryption;
- ii. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- iii. The ability to restore the availability and access to Controller Personal Data in a timely manner in the event of a physical or technical incident; and
- iv. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

(b) In assessing the appropriate level of security, the Processor shall take into account the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Controller Personal Data transmitted, stored or otherwise processed.

6. Sub-Processing

(a) The Processor currently engages Rackspace to process Controller Personal Data on behalf of the Processor in its cloud-based and on dedicated servers hosted in its environment (the "Server Environment"). The Processor runs its database, applications, file storage and data storage within in the Server Environment. As of the GDPR DPA Effective Date, the Controller hereby authorizes the Processor to engage additional Sub-Processors as provided in this Section 6 and in the Agreement. The Controller hereby authorizes and approves of the Processor's existing engagement of Rackspace to assist with processing of its Server Environment and those Sub-Processors already engaged by the Processor as of the GDPR DPA Effective Date subject to the Processor as soon as practicable meeting the obligations set out in Section 6(b) below. In the event it becomes necessary for the Processor to replace or engage other Sub-Processors to process Controller Personal Data within or parallel to its Platform or its Services, in addition to the Server Environment, the Processor shall, with respect to each Sub-Processor, comply with the provisions of Section 6(b):

(b) With respect to each Sub-processor, the Processor shall:

- i. Provide the Controller with appropriate details of the Processing to be undertaken by each Sub-Processor.
- ii. Carry out reasonable due diligence on each Sub-Processor to ensure that it can provide the level of protection for Controller Personal Data, including without limitation, reasonable guarantees to implement appropriate technical and organizational measures in such a manner that Processing shall meet the requirements of GDPR, this GDPR DPA, the Agreement and the applicable Data Protection Laws.
- iii. As applicable, include terms in the contract between the Processor and each Sub-processor which are equivalent in scope and obligations to those set out in this GDPR DPA.
- iv. Insofar as the contract involves the transfer of Controller Personal Data outside of the EEA, incorporate the Standard Contractual Clauses or such other mechanism as directed by the Controller into the contract between the Processor and each Sub-Processor to ensure the adequate protection of the transferred Controller Personal Data.
- v. Furthermore, the Controller hereby authorizes and approves the Processor to engage other Sub-Processors, if the Controller hasn't provided the Processor an objecting in writing within 30 days of receipt of written notice from Processor of the proposed Sub-Processor.

7. Data Subject Rights

(a) Taking into account the nature of the Processing, the Processor shall assist the Controller by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising Data Subject rights set forth in the GDPR.

(b) The Processor shall promptly notify the Controller if the Processor or its Sub-Processor receives a request from a Data Subject, the Supervisory Authority and/or other competent authority under any applicable Data Protection Laws with respect to Controller Personal Data.

(c) Where the Processor or its Sub-Processor receives a Data Subject's request related to his or her rights to access, correct, delete data, to object or restrict the processing or to data portability, the Processor shall refer such Data Subject request to the Controller and inform the Data Subject thereof. The Controller hereby authorizes the Processor to directly contact Data Subjects for the purposes of authenticating Data Subject requests and responding to requests of Data Subjects. The Processor shall cooperate as reasonably requested by the Controller to enable the Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws with respect to Controller Personal Data and comply with any assessment, enquiry, notice or investigation under any Data Protection Laws with respect to Controller Personal Data or this GDPR DPA, which shall include:

- i. The provision of all data requested by the Controller within any reasonable timescale specified by the Controller in each case, including full details and copies of the complaint, communication or request and any Controller Personal Data it holds in relation to a Data Subject.
- ii. Where applicable, providing such assistance as is reasonably requested by the Controller to enable the Controller to comply with the relevant request within the timescales prescribed by the Data Protection Laws.
- iii. Implementing any additional technical and organizational measures as may be reasonably required by the Controller to allow the Controller to respond effectively to relevant complaints, communications or requests.

(d) The Controller agrees to reimburse the Processor for the Processor's unautomated administrative costs associated with providing any copies of Data Subjects' personal data and to pay the Processor's fee for the services provided to the Controller (or to Data Subjects on behalf of the Controller (based on the Processor's then-current standard hourly rates) pursuant to this Section 7.

8. Personal Data Breach

(a) The Processor shall notify the Controller without undue delay after becoming aware of a Personal Data Breach, providing the Controller with sufficient information to allow the Controller to meet any legal obligations to report or inform Data Subjects of the Personal Data

Breach.

(b) The Processor shall co-operate with the Controller and take such commercially reasonable steps as are directed by the Controller (in accordance with Article 33(3) of GDPR) to assist in the investigation, and mitigation of each Personal Data Breach.

(c) In the event of a Personal Data Breach, the Processor shall not inform any third party without first obtaining the Controller's prior written consent, unless notification is required by EU or Member State law to which the Processor is subject, in which case the Processor shall, to the extent permitted by such law, inform the Controller of that legal requirement, provide a copy of the proposed notification and consider any comments made by the Controller before notifying the Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

The Processor shall provide reasonable assistance to the Controller with any data protection impact assessments which are required under Article 35 of GDPR and with any prior consultations to any supervisory authority of the Controller which are required under Article 36 of GDPR, in each case solely in relation to Processing of Controller Personal Data by the Processor on behalf of the Controller and considering the nature of the processing and information available to the Processor.

10. Processor Data Retention Policy

(a) Processor shall retain all Controller's Personal Data, for a period of six (6) years from the date of each Data Subject's last event activity, such Personal and non-Personal data necessary to be able to verify each Data Subject participation, contributions and activity related to an event (the "Event History"). Upon request Processor shall deliver a complete copy of all Controller Personal Data to the Controller by secure file transfer in such format as the Processor deems, in its sole and absolute discretion.

(b) In all instances, Processor may retain Controller Personal Data for Controller's Data Subjects upon acquiring independent affirmative opt-in consent or to the extent required by Union or applicable Member State law, and only to the extent and for such period as permitted by Union or applicable Member State law, and always provided that Processor shall ensure the confidentiality of all such Controller Personal Data and shall ensure that such Controller Personal Data is only Processed as necessary for the purpose(s) permitted under the Union or applicable Member State law.

11. Audit rights

Processor shall make available to the Controller, upon reasonable advance request in writing and at reasonable times during the Processor's regular business hours, information necessary to demonstrate compliance with this GDPR DPA and allow for, and contribute to audits, including inspections by the Controller. Processor shall immediately inform the Controller if, in its opinion, an instruction pursuant to this section infringes the GDPR or other EU or Member State

data protection provisions. Audits shall not occur more than once every twelve (12) months unless required by required by the instruction of a Supervisory Authority or if there was a Personal Data Breach suffered by the Processor within the prior twelve (12) months. The Controller shall use (and ensure that each of its mandated auditors makes) reasonable efforts to avoid causing (or, if it cannot avoid, to minimize) any damage, injury or disruption to the Processor's premises, equipment, systems, data, personnel and business while the Controller's personnel are on those premises in the course of such an audit.

12. International Transfers of Controller Personal Data

(a) Processor shall not process Controller Personal Data nor permit any Authorized Sub-Processor to process the Controller Personal Data in a Third Country, unless authorized in writing by Controller.

(b) When requested by Controller, Processor shall promptly enter into (or procure that any relevant Sub-processor of Processor enters into) an agreement with Controller including Standard Contractual Clauses and/or such variation as Data Protection Laws might require, in respect of any processing of Controller Personal Data in a Third Country, which terms shall take precedence over those in this GDPR DPA.

13. Codes of Conduct and Certification

At the request of the Controller, the Processor shall reasonably comply with Code of Conduct approved pursuant to Article 40 of GDPR and obtain reasonable certification approved by Article 42 of GDPR, to the extent that they relate to the processing of Controller Personal Data.

14. General Terms

(a) The parties agree that the provisions of Section 10(a) above shall survive any termination of the Agreement.

(b) Any obligation imposed on the Processor under this GDPR DPA in relation to the Processing of Personal Data shall survive any termination or expiration of this GDPR DPA for a period of twelve (12) months.

(c) Any breach of this GDPR DPA shall constitute a breach of the Agreement and the indemnification obligations outline in Section 12 of the Agreement shall apply. The party accused of breach shall have the right to cure such breach pursuant to the Agreement.

(d) In the event of a conflict between the provisions of this GDPR DPA and the Agreement, the provisions of this GDPR DPA shall prevail with regard to the parties' data protection obligations for Personal Data of a Data Subject from a Member State of the European Union.

(e) Should any provision of this GDPR DPA be invalid or unenforceable, then the remainder of this GDPR DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the

parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.