

**EPIQ CORPORATE SERVICES, INC.  
SERVICES AGREEMENT**

Date: May 11, 2023

CLIENT: Whatcom Transportation Authority BEAZL100005213061  
Attn: Josh Nylander ([joshn@ridewta.com](mailto:joshn@ridewta.com))  
4011 Bakerview Spur Road  
Bellingham, WA 98226-8066

RE: Data Breach Notification Services

Epiq Class Action & Claims Solutions, Inc. d/b/a Epiq Corporate Services, Inc. ("Epiq") agrees to provide, and Whatcom Transportation Authority ("Client") agrees to purchase services upon the terms and conditions attached hereto (the "Terms and Conditions") and other provisions stated herein:

Services Requested	
<input checked="" type="checkbox"/>	<b>Printing and Mailing</b>
<input checked="" type="checkbox"/>	<b>SSN Address Research</b>
<input type="checkbox"/>	<b>Email</b>
<input type="checkbox"/>	<b>Toll Free Call Center</b>
<input type="checkbox"/>	<b>Website Hosting</b>

Printing and Mailing Services			
SAP Code	Description	Unit of Measure	Price
CIR130	Setup – Template based with standard data format (Word, CSV, Excel)*	Each/Breach	\$ 725.00
CIR131	Additional Notice Charge (after 5 notices)*	Each/Notice	\$ 200.00
CIR102	Data input (after initial set-up)	Each/Data File	\$ 550.00
CIR132	National Change of Address (NCOA)	Per Piece	\$ 0.0055
CIR133	Address Research Services 1-1,000	Each	\$ 0.50
CIR134	Per Duplex Page – Print, #10 Envelope, Insert and Mail <5,000	Each	\$ 0.17
CIR141	Per Additional Duplex Page	Each	\$ 0.55
CIR115	Return Mail Tracking	Each	\$ 0.25
CIR201	Postage – United States	Each/Piece	\$ 0.60

All Duplex Page pricing (i.e., Print/Mail Notice 1 & 2) includes a retained PDF copy of each letter printed  
\* Letter template – i.e., minor, adult, deceased and multiple States

**Custom Requirements**

**TBD**

This Agreement is subject to the Terms and Conditions attached hereto. Client acknowledges that it has read such Terms and Conditions and agrees to be bound thereby. Further, Client agrees that this Agreement and the Terms and Conditions represents the entire agreement between the parties, which supersedes all proposals, oral or written, and all other prior communications between the parties relating to the subject matter of this Agreement.

The Pricing set forth in this agreement is individual unit pricing for each service. The price listed for each service represents a bona fide proposal for that service and the Client may accept separate service components or may accept the services listed in their entirety. Services will be provided when requested by the Client. Any additional service not specifically identified above will be billed at standard hourly rates. Services are mutually exclusive and are deemed delivered and accepted when provided by Epiq.

Epiq may require postage and paper deposits before a mailing project begins. Out-of-pocket expenses, postage and telephone line charges will be billed as incurred. All activity charges on a distribution account will be treated as out-of-pocket expenses. Also, purchases of data files or other costs to be incurred may also require a deposit in advance. Additional clerical work will be billed at the then-prevailing standard rates, including costs of mailing, postage, supplies, long distance phone calls, travel expenses, other significant out-of-pocket expenses, and overtime expenses for work in excess of eight hours per day or forty hours per week.



Date: May 11, 2023

Acknowledge and Accepted by:	
Epiq Class Action & Claims Solutions, Inc d/b/a Epiq Corporate Services, Inc ("Epiq")	[CLIENT NAME] ("Client")
Signature:	Signature: <i>Les Reardanz</i>
Printed Name:	Signed: Thursday, May 11, 2023 Printed Name: <u>Les Reardanz</u>
Title:	Title: <u>General Manager</u>
Date:	Date: <u>05/11/2023</u>
<p>This Agreement is subject to the Terms and Conditions attached hereto. Client acknowledges that it has read such Terms and Conditions and agrees to be bound thereby. Further, Client agrees that this Agreement and the Terms and Conditions represents the entire agreement between the parties, which supersedes all proposals, oral or written, and all other prior communications between the parties relating to the subject matter of this Agreement.</p>	
Address for Notices:	Address for Notices:
Epiq Class Action & Claims Solutions, Inc. d/b/a Epiq Corporate Services, Inc. 11880 College Blvd Suite 200 Overland Park, KS 66210 Attn: Legal Department	Whatcom Transportation Authority 4011 Bakerview Spur Bellingham, WA 98226 Attn: Procurement Fax: Email: <u>maganw@ridewta.com</u>
Insurance Carrier	Address for Invoices:
Name of Entity: <u>Beazley</u>	Whatcom Transportation Authority 4011 Bakerview Spur Bellingham, WA 98226
Contact Name: <u>John Barker</u>	
Contact Title:	
Address:	
Email:	Attn: <u>Accounts Payable</u>
Phone Number:	Fax:
Claim Number: <u>BEAZL100005213061</u>	Email: <u>AP@ridewta.com</u>



## EPIQ CORPORATE SERVICES, INC. TERMS AND CONDITIONS

In consideration for Epiq Class Action & Claims Solutions, Inc. ("Epiq") providing the above named Client ("Client") the Services, the following terms and conditions shall apply

1. **SERVICES.** Epiq agrees to provide Client the services necessary to perform the tasks specified in the attached proposal and estimated pricing attached hereto (the "Services"). Client agrees, represents and warrants that the data provided to Epiq does not contain any data subject to applicable United States export control laws. Client further agrees, represents and warrants to Epiq that, prior to delivery of any data to Epiq, Client has obtained binding consents and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to access and use all data provided by Client in connection with its Services. Client expressly acknowledges that Epiq is not a law firm and does not provide legal representation or legal advice, and therefore, nothing in this Agreement shall be construed as legal advice or relied upon as such. Any Epiq employees that are being provided to Client to perform Services under this Agreement as attorneys are independent and do not constitute a law firm among themselves.

2. **PAYMENT FOR SERVICES AND EXPENSES.** Client agrees to pay Epiq those fees specified in the attached proposal and estimated pricing attached hereto, including all out-of-pocket expenses reasonably incurred in advance by Epiq in connection with the performance of the Services. Client acknowledges that such fees are estimates based upon information provided to Epiq by Client and that Epiq makes no representation that such fees shall equal the actual and final fees charged to Client, which may exceed or be less than such estimate. Premium rates apply for Services provided after normal business hours and on weekends and holidays. Billing rates may be adjusted from time to time by Epiq in its reasonable discretion, although billing rates generally are changed on an annual basis. Epiq shall invoice Client at least monthly and Client shall pay Epiq within thirty (30) days of its receipt of each such invoice, through wire transfer or other payment method approved in advance by Epiq. Disputes with respect to invoiced amounts shall be deemed waived if not raised in writing within a thirty-day period. Epiq is willing to use a third party billing tool to submit its Invoices for payment; provided Epiq agrees in writing and Client is solely responsible for any associated fees. Epiq may require Client to, and upon such request Client shall, prepay or provide an advance deposit for postage, paper, mailing costs, data files and other costs before a project begins which prepayment or deposit amount, at Epiq's request, will be supplemented by Client to satisfy the actual amount required. Subject to the foregoing, out-of-pocket expenses (including travel charges) will be billed as incurred and reimbursed by Client. All activity charges on a distribution account will be treated as out-of-pocket expenses. Additional overtime expenses for work in excess of eight hours per day or forty hours per week will be billed at hourly overtime rates for such services. Undisputed amounts that remain unpaid following their due date shall be subject to an interest charge of 12% per year. The acceptance by Epiq of any partial payment shall not constitute a waiver of Epiq's right to pursue the collection of any remaining balance.

3. **UNUSUAL MEASURES.** If the Client requires measures that are unusual and beyond normal business practice such as, but not limited to, CPA Audit, and/or Off Premises Storage of Data, the cost of such measures, if provided by Epiq, shall be charged to the Client. Said charges may be required in advance if Epiq deems it appropriate.

4. **TERM AND TERMINATION.** The term of this Agreement shall be five (5) years from the date of execution. This Agreement shall auto-renew for additional one (1) year terms unless earlier terminated by either party upon sixty (60) days prior written notice to the other party. Either party may terminate this Agreement (a) upon 90 days prior written notice to the other party or (b) upon written notice to the other party in the event of any material breach of this Agreement if the party receiving such notice (i) fails to cure such breach within thirty (30) days after notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to cure, fails to commence and continue good faith efforts to cure such breach, provided that such cure shall be effected no less than ninety (90) days following such notice. In the event of any termination as specified herein, obligations which by their nature survive termination including but not limited to obligations to pay for services rendered, limitations of liability and warranty, rights to intellectual property and proprietary information, and similar items shall all survive termination of any nature.

5. **INDEPENDENT CONTRACTORS; SERVICES; APPROVALS.** Each party, its officers, agents and employees are at all times independent contractors to the other party. The Services are being delivered on an "as-is" basis and Epiq hereby makes no representation or warranty and disclaims all other express or implied conditions, representations and warranties including any implied warranties or conditions of merchantability, suitability, or fitness for a particular purpose, including any warranty relating to third party products or third party services. Epiq's warranty under this Agreement shall be limited to the re-running, at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of Epiq's performance of duties as referenced in this Agreement. Client agrees to provide Epiq notice of such inaccuracies within thirty (30) days of delivery of such report. Client agrees, represents and warrants to Epiq that, prior to delivery of any files, data or information ("Client Data") to Epiq, Client has obtained binding consents and approvals from all necessary persons and authorities, and has complied with all applicable regulations and laws, required by Client in order to allow Epiq to use the Client Data in connection with its Services.

6. **DATA PROTECTION MEASURES.** In connection with any specific legal compliance requirements (e.g., ITAR, EAR, HIPAA/HITECH, GLB, data privacy, PCI compliance) that may be required in connection with the Services, Client must provide Epiq with reasonable advance written notice of such requirements and information regarding the data types and classifications regarding the data provided by or on behalf of the Client to Epiq. Any breach of this Section 6 shall be considered a material breach of the Agreement. "Client Data" shall mean any Personal Data processed by Service Provider on behalf of Client pursuant to or in connection with the Agreement.

7. **TAXES.** All fees charged by Epiq are exclusive of taxes and similar fees now in force or enacted in the future imposed on the Services. Client will be responsible for applicable sales, use, excise, transaction or similar taxes or fees imposed on the Services by appropriate governmental authority(s) except for taxes based upon Epiq's net income, gross revenue or employment obligations. In the event Epiq is required to collect and remit to the taxing authority any such tax, fee or charge, Client shall reimburse Epiq, or in lieu of such payment, Client will provide to Epiq, at the time the Agreement is submitted, a resale, exemption or multi-state use certificate, direct pay permit or other evidence acceptable to the appropriate governmental authority imposing the tax, fee or charge to support applicable exemptions from said tax, fee or charge and invoices will exclude such taxes and Client will direct pay any such taxes, if applicable, to the taxing authority. If invoices exclude such taxes that are subsequently determined to be a statutory obligation of the Client, Client will be responsible for paying directly to the taxing authority or reimbursing Epiq any such excluded sales, use, excise, transaction or similar taxes plus interest and penalties. Epiq shall indemnify, defend and hold harmless Client from and against any interest penalties or other charges resulting from the non-payment or late payment of taxes collected which Epiq fails to pay in a timely manner.

8. **RETURN OF CLIENT PROPERTY.** Upon the conclusion of the project and in the absence of court-ordered retention instructions, Epiq will provide Client with notice that upon the Client's written request, Epiq will return all property and material constituting Confidential Information belonging to Client within ninety (90) days or store hard copy documents for a period of no more than three (3) years at a monthly charge of \$1.50 per box plus \$.008 per image/record to compensate Epiq for its storage costs.

9. **INDEMNIFICATION.** Subject to section 11, Client shall indemnify, defend and hold harmless Epiq, its affiliates and their owners, members, managers, consultants, directors, officer, employees, and agents ("Agents") against any Losses incurred by them arising out of or in connection with or related to (a) any gross negligence or willful misconduct by Client or its Agents, or any misrepresentations made by such persons to Epiq or third parties in connection with this Agreement, (b) any breach of the Confidentiality obligations of this Agreement by Client, (c) any allegation that any trademark, service mark, logo, name, or trade name that is now or may hereafter be owned or used by Client or its parent or affiliate companies that is provided by Client to Epiq to use in connection with the Services infringe the patents, copyrights, trademarks or service marks or other intellectual property rights of third parties; (d) any tangible property damage or personal injury (including death) caused by Client; (e) any breach of Section 6 hereto; (f) any instruction or information provided to Epiq by Client in connection with the Services and (g) any failure by Client to comply with any applicable law, or regulation with respect to the Services.

Subject to Section 11, Epiq shall indemnify, defend and hold harmless Client against any Losses incurred by them arising out of or in connection with or related to (a) any gross negligence or willful misconduct by Epiq (b) any breach of the Confidentiality obligations of this Agreement by Epiq, (c) any allegation that any trademark, service mark, logo, name, or trade name that is now or may hereafter be owned or used by Epiq or its parent or affiliate companies that is provided by Epiq to Client to use in connection with the Services infringe the patents, copyrights, trademarks or service marks or other intellectual property rights of third parties; (d) any breach of Section 6 hereto; (e) any tangible property damage or personal injury (including death) caused by Epiq; (e) any failure by Epiq to comply with any applicable law, or regulation with respect to the Services.

10. **CONFIDENTIALITY.** In connection with this Agreement, each of Epiq and Client (each, a "Disclosing Party") may disclose to the other party (the "Receiving Party") certain information that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party prior to or upon receipt by the Receiving Party; or which the Receiving Party reasonably should recognize from the circumstances surrounding such disclosure to be confidential or proprietary ("CI"). For purposes of clarity, this Agreement and all invoices are Epiq CI. Client agrees that no CI will contain any data subject to applicable United States export control laws. Client further agrees, represents and warrants to Epiq that, prior to delivery of any CI to Epiq, Client has obtained binding consents and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all CI in connection with its Services. "CI" shall not include information (a) that is or becomes generally known or available through no fault of the Receiving Party; (b) that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party; (c) is or becomes available to the Receiving Party on a non-confidential basis from third party, who, to the Receiving Party's knowledge, had the right to make such disclosure without restriction; or (d) any disclosure required by applicable law or approved in writing by a duly authorized officer of the Disclosing Party. Each Receiving Party shall use such CI only for the purposes of fulfilling their obligations hereunder, and not



disclose to any third party any CI other than in connection with fulfilling the Receiving Party's obligations hereunder. Each party agrees to use best efforts to protect the other party's intellectual property including without limitation inventions (whether or not patentable), concepts, ideas, processes, programs, trade secrets and know-how (collectively, "IP") and shall not during the term of this Agreement or thereafter utilize, reveal, or disclose any such IP. Any IP relating to the software utilized or developed by Epiq during the course of this Agreement shall be the exclusive property of Epiq. Client shall not: (a) modify, adapt, translate or create derivative works of the Epiq's IP or any part thereof; (b) lease, rent, loan, distribute, assign, sublicense, convey or otherwise transfer or encumber Epiq's IP; (c) translate, copy, reverse engineer, re-engineer, decompile, reverse compile, or disassemble Epiq's IP or any part thereof, nor attempt to discover or create the source code from the object code for Epiq's IP; (d) use Epiq's IP or any part thereof, for the benefit of any other person or entity; or (e) cause, assist or permit any third party to do any of the foregoing.

**11. LIMITATION ON DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, under no circumstances will Either party or its Agents be liable to the other party or any third party (whether in tort, contract, equity, warranty or otherwise) for any special, consequential, punitive, general, indirect or incidental damages arising out of or relating to this Agreement or the performance of Services hereunder. Notwithstanding anything in this Agreement or any Work Order to the contrary, neither Epiq nor Client shall be liable for liabilities, costs, damages and expenses arising out of or related to a Force Majeure Event, provided that each party performs its obligations with respect to a Force Majeure Event, including, in the case of Epiq, following its business continuity procedures. In no event shall either party's total liability to the other party or any third party for any claims, losses, costs, fines, settlements, penalties or damages, including court costs and attorney's fees (collectively, "**Losses**"), arising out of or related to this Agreement or the performance of Services hereunder, exceed the total amount paid by the Client to Epiq for the portion of the particular services which gave rise to the Losses.

**12. FORCE MAJEURE.** If performance by Epiq of any of its obligations hereunder is prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war conditions, or by reason of any other matter beyond Epiq's reasonable control ("**Force Majeure Event**"), then such performance shall be excused and this Agreement shall, at Epiq's option, be deemed suspended during the continuation of such event and for a reasonable time thereafter.

**13. GOVERNING LAW.** This Agreement shall be construed and controlled by the laws of the State of Oregon (without reference to its conflict of laws provisions). Subject to Section 14, the state and federal courts located in Washington County, Oregon have exclusive jurisdiction with respect to any proceedings which may arise in connection with this Agreement, which courts have personal jurisdiction and venue over the parties for purposes hereof.

**14. ARBITRATION.** Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement (including these Terms and Conditions, all schedules hereto and any amendments) or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that Epiq may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.

**15. GENERAL.** If Epiq or any of its employees are deposed or required to testify in any judicial, arbitral or administrative proceedings, or produce documents or records through a subpoena or otherwise, Client will be liable for all fees and expenses of Epiq related to such deposition, testimony or production as if Client had requested the services pursuant hereto, regardless of whether the Agreement has terminated. Epiq maintains banking relationships with financial institutions, whereby those institutions may provide financial products and related banking services required in connection with the services hereunder. Epiq may receive compensation from such institutions in connection with those relationships. This Agreement and the rights and obligations of Epiq and Client shall bind and inure to the benefit of their respective successors and assigns. Neither party shall assign its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld or delayed, except Epiq may freely assign or delegate all or a portion of its rights and obligations without Client consent if such assignment or delegation is to: (a) an affiliate or subcontractor of Epiq; (b) a successor party by consolidation, merger or operation of law; or (c) a purchaser of all or substantially all of Epiq's assets. Any assignment or delegation to an Epiq affiliate or subcontractor necessarily includes all rights required for the performance of the delegated Services that party will provide on Epiq's behalf, including the right to access and process Client Data. Subject to the foregoing, the parties do not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns. This Agreement represents the entire agreement between the parties and supersedes any existing agreement entered into by Epiq and Client relating to the subject matter hereof and may be modified only by a writing signed by the parties hereto. All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. Any waiver under this Agreement shall not constitute a waiver of any other right hereunder. This Agreement may be executed by facsimile or PDF signature and/or in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. All notices required to be served hereunder shall be in writing, postage prepaid, address to the party to whom service is to be given, as provided herein, and shall be served upon the other party either personally or by registered or certified mail to the address below such party's signature.