

ADDENDUM TO ACCOUNTING SERVICE CONTRACT

INCLUDING FIDELITY, PROFESSIONAL LIABILITY, CYBER-LIABILITY

(Attachment 7c (Revised Jan. 2018))

GENERAL LIABILITY INSURANCE: SERVICE PROVIDER shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence, which includes a minimum of one million dollars (\$1,000,000) professional liability coverage.

AUTOMOBILE LIABILITY INSURANCE: If applicable, SERVICE PROVIDER shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the SERVICE PROVIDER'S business in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident.

WORKER'S COMPENSATION INSURANCE: SERVICE PROVIDER shall maintain worker's compensation insurance as required by law.

FIDELITY INSURANCE: SERVICE PROVIDER shall maintain fidelity insurance in the amount of not less than five-hundred thousand dollars (\$500,000) per occurrence.

CYBER-LIABILITY INSURANCE: SERVICE PROVIDER shall maintain cyber-liability insurance (including coverage for errors and omissions, media liability, network security, data breach, and privacy) in the amount of not less than one million dollars (\$1,000,000) per occurrence.

EVIDENCE OF INSURANCE: The ARCHDIOCESE AND PARISH shall be named as additional insured on the General Liability and Automobile coverages. SERVICE PROVIDER agrees to provide evidence of the above insurance coverages to the PARISH and to maintain such insurance coverages for the entire period during which SERVICE PROVIDER is providing services to the PARISH.

PARISH ACCOUNTING MANUAL: SERVICE PROVIDER agrees to comply with all of the requirements of the Parish Accounting Manual, which may be revised by the ARCHDIOCESE from time to time.

CONFIDENTIALITY: In the course of providing its services, SERVICE PROVIDER may have access to Confidential Information, which is defined to include, without limitation: the Parish Accounting Manual and all business, financial, accounting, personnel, organizational, and marketing information provided by the PARISH or the ARCHDIOCESE, or any other material designated as "Confidential Information" by the PARISH or ARCHDIOCESE. SERVICE PROVIDER agrees to use Confidential Information solely for the intended purpose of providing services to the PARISH and the ARCHDIOCESE and for no other purpose whatsoever, it being acknowledged that any other use of the Confidential Information would be detrimental to the PARISH and the ARCHDIOCESE. Except as required by court order or as otherwise required by law, SERVICE PROVIDER (i) shall not disclose any Confidential Information to any third party; (ii) shall exercise reasonable care to safeguard such Confidential Information; and (iii) shall limit access to Confidential Information within its own organization to only those employees who require access in order to perform duties owed to the PARISH and ARCHDIOCESE (in which case SERVICE PROVIDER shall instruct such employees of their

duties regarding such Confidential Information). SERVICE PROVIDER shall return or destroy its copies of such Confidential Information at any time, if directed to do so by the PARISH or ARCHDIOCESE. The terms of this paragraph shall survive the expiration or termination of this agreement.

DATA SECURITY AND RECORDS RETENTION: SERVICE PROVIDER agrees to comply with industry best practices and any commercially reasonable instructions provided by PARISH or ARCHDIOCESE pertaining to information technology, data security, and records retention. Specific requirements include, but are not limited to, the following:

Any laptop used by the SERVICE PROVIDER shall be fully encrypted, such as with Windows 10 using Bitlocker or an equivalent product.

All computers that are used by the SERVICE PROVIDER to do work for the PARISH or ARCHDIOCESE shall be password protected. The SERVICE PROVIDER shall have a User Level Password Policy that, at a minimum, requires the user to change the password at least every 90 days. The User Level Password Policy shall define and implement best practices for password strength and security.

If the SERVICE PROVIDER uses Removable Media (i.e. memory sticks) to transport data of the PARISH or ARCHDIOCESE, the data must be properly encrypted on the Removable Media.

While SERVICE PROVIDER is using any equipment or computer assets of a PARISH or ARCHDIOCESE, the equipment or computer assets are only to be used for business purposes and shall not be used in an immoral, unethical, illegal manner, or for any purpose that would be contrary to Catholic teaching.

The SERVICE PROVIDER shall use industry approved antivirus software to protect against Viruses, Spyware, and Other Malicious Software, which shall be updated periodically in accordance with industry best practices.

The SERVICE PROVIDER understands that all work product generated by SERVICE PROVIDER on behalf of the PARISH or ARCHDIOCESE, and all email, correspondence, or other records generated in relation to the services provided hereunder, are the property of the PARISH or ARCHDIOCESE; SERVICE PROVIDER shall retain such records for a minimum of three years, or longer if required by PARISH or ARCHDIOCESE.

Only approved ADW email accounts can be used for email belonging to the PARISH, SCHOOL, or ARCHDIOCESE.

The SERVICE PROVIDER agrees to conform to best practices regarding Mobile Device Management (including iPhones, iPads, laptops and other mobile equipment) and comply with any future data security policies or updates that may be issued by PARISH or ARCHDIOCESE regarding mobile devices and data security.

In the event that SERVICE PROVIDER becomes aware of any security incident involving PARISH or ARCHDIOCESE data, SERVICE PROVIDER must immediately notify the pastor and ARCHDIOCESE IT and Finance departments. Such incidents may include, but are not limited to, any instance (or suspected instance) of information being lost, compromised, disclosed to unauthorized parties.

INDEMNIFICATION; NO WAIVER OF SUBROGATION: SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the SERVICE PROVIDER, or its employees, agents, members, or officers. PARISH does not indemnify, hold harmless, waive or limit any rights of recovery against the SERVICE PROVIDER for any damages resulting from the willful or negligent acts of the SERVICE PROVIDER associated with the contract. PARISH and SERVICE PROVIDER agree that SERVICE PROVIDER'S financial responsibility is limited to the amount of SERVICE PROVIDER'S liability insurance in the event SERVICE PROVIDER causes damage or loss to PARISH that is covered by insurance. Any provision attempting to limit SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration or termination of this agreement.

RIGHT OF TERMINATION: PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to SERVICE PROVIDER.

NO ACCELERATED DAMAGES: In the event of PARISH's default or breach of its obligations under this agreement, SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from PARISH.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: SERVICE PROVIDER and PARISH agree that this addendum overrides any and all portions of previous or concurrent agreements between SERVICE PROVIDER and PARISH that contain language in contradiction with this addendum. If any portion of this Addendum to Service Contract is deemed or is determined to be in conflict with local or state or national statutes, both SERVICE PROVIDER and PARISH agree that the portion of the Addendum to Service Contract which is in conflict with the statute will be stricken from the Addendum to Service Contract with the remainder of the Addendum to Service Contract remaining binding for both parties.

SERVICE PROVIDER:

PARISH:

NAME

DATE

NAME

DATE

(PARISH is understood to include the
Archdiocese of Washington and any Parish
School)

START DATE OF CONTRACT (Understood to be date signed if left blank): _____

This Addendum stands on its own as a legal contract between PARISH and SERVICE PROVIDER should this Addendum not be incorporated or attached to a contract.