

ADDENDUM TO SERVICE CONTRACT

INCLUDING CONFIDENTIALITY
(Attachment 7A - Revised March 2020)

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.

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.

EVIDENCE OF INSURANCE: The ARCHDIOCESE AND PARISH shall be named as additional insured on the General Liability, Automobile and Cyber-Liability 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.

CONFIDENTIALITY: In the course of providing its services, SERVICE PROVIDER may have access to Confidential Information, which is defined to include, without limitation: all business, financial, accounting, personnel, organizational, and marketing information provided by the PARISH or the ARCHDIOCESE, any material designated as "confidential" by the PARISH or ARCHDIOCESE, and any material that, due to its character and nature, a reasonable person under like circumstances would treat as confidential. 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.

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:

Signature: _____

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

BY: _____
PRINTED NAME

BY: _____
PRINTED NAME

Date: _____

Date: _____

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.