



## **BENEFIT AGREEMENT**

This **BENEFIT AGREEMENT** (this “**Benefit Agreement**”), effective as of March 1, 2024 (the “**Effective Date**”), is by and between Sontiq, Inc. dba IdentityForce, a TransUnion Company, and a Delaware corporation with principal offices located at 9920 Franklin Square Drive, Suite 250, Nottingham, Maryland 21236 (“**IDF**”), and Town of Apex, a North Carolina municipal corporation with principal offices located at PO Box 250 Apex, NC 27502 (“**Client**”).

IDF will provide to Client the services identified in the chart below at the price rates identified further in the Product Schedule:

Client Benefit Group	All benefit eligible employees in the United States and spouses, domestic partners, adults and dependents of employees living in the same household (“ <b>Members</b> ”).
Benefit Package	As described in Benefit Package Exhibit A
Benefit Group Fee(s)	As described in Benefit Plan Fee Exhibit B
Enrollment Period	Open enrollment with monthly additions and cancellations
Enrollment Support	IDF and Client shall mutually agree on the best way to communicate the Benefit Package to current and new employees. Examples may include: <ul style="list-style-type: none"> <li>• Email announcements</li> <li>• Information sheet included with new employee materials</li> <li>• Link on relevant Client web pages</li> <li>• In communications about the Benefit Package with current and new employees, Client will use only materials provided by IDF or approved by IDF in writing prior to use.</li> </ul>
Benefit Package Disclosure	IDF shall provide Client with a Benefits Package Disclosure (“ <b>BPD</b> ”) along with the Enrollment Support materials for Client to provide to employees. The BPD is also attached to this Benefits Agreement as Exhibit C.
Monitoring Products	Monitoring services typically begin 48-72 hours after a Member completes enrollment with IDF and activates benefit.
Customer Data	IDF shall not share Member information with any third party that does not require such information to deliver the Benefit Package
Client Benefit Group Payment	Client Benefit Group Fee will be paid for by the Client
Product Changes	IDF reserves the right, at any time and from time to time, to make additions, deletions and modifications to the BPD, as well as to any list of products and services set forth or otherwise

described in the Benefit Package on Exhibit A, and may replace any such products and services with enhanced, modified or improved versions; <i>provided</i> that IDF shall provide Client with no less than thirty (30) days' prior written notice of any such additions, deletions, modifications or replacements.
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1. **Good and Workmanlike Manner:**

IDF and Client will use commercially reasonable efforts in the performance of this Benefit Agreement, and both will be responsible for meeting the requirements of this Benefit Agreement with qualified personnel in accordance with the specifications of each party, on a timely basis in a professional, good and workmanlike manner, and will conform to the standards of care, skill, diligence, performance and safety customarily exercised by competent professionals performing services similar to those contemplated by this Benefit Agreement.

2. **Client Requirements:**

Client shall have a continuing obligation to ensure that the BPD is accessible, made available, and provided to employees prior to enrollment. For example, if the first introduction of the Benefit Package(s) is prior to offering the election of the Benefit Package(s) by employees, Client shall provide the BPD. If the first introduction of the Benefit Package(s) is at the time the Benefit Package(s) is actually presented as a benefit for consideration and/or enrollment by employees, Client shall provide the BPD. Client shall present the BPD as provided by IDF and shall not alter or change the contents of the IDF without prior written approval from IDF.

3. **Payment:**

- a) At the beginning of each month IDF shall invoice Client the Voluntary Benefit Group Fees (as set forth in the description above) for each person that is enrolled in the program.
- b) The Benefit Group Fee is payable for anyone in the Benefit Group enrolled in the Benefit Package at any time in a given month. Benefit Group Fees are not prorated.
- c) IDF shall make a report available with each invoice for reconciliation purposes that includes information on each active, new, and cancelled member in the Voluntary Benefit Groups. Such report shall be available in the Partner Portal, and it is Client's sole responsibility to ensure the information is accurate and current.
- d) The Voluntary Benefit Group Fees are nonrefundable and payable for each person as identified in the list to be provided by Client to IDF for those fees that are appropriately reconciled.
- e) IDF shall be entitled to cancel or suspend memberships to the extent that any applicable payment is sixty (60) days past due. Any cancellation or suspensions shall only extend to individual employee/Member accounts that are past due.

4. **Payment Terms:**

Client shall pay IDF, within thirty (30) days of the date of the related invoice.

5. **Exclusivity:**

During the Term of this Benefit Agreement, Client agrees that IDF shall be Client's exclusive provider of Identity, Privacy and Credit Protection Services described in the Benefit Package above.

6. **Confidential Information:**

- a) Each party may receive information concerning the other party, its employees or agents which is non-public, confidential or proprietary, whether or not labelled as confidential, and whether or not written, electronic, oral or in any other medium (“**Confidential Information**”). The receiving party agrees that the Confidential Information shall be used solely for performing its obligations under this Benefit Agreement and agrees not to disclose, sell, provide, exchange or otherwise disclose the Confidential Information of the disclosing party to third parties without the disclosing party's prior written consent; provided, however, that the receiving party may disclose such Confidential Information to employees who need to know the Confidential Information to assist the receiving party in performing its obligations under this Benefit Agreement or if compelled by law, regulation, or administrative rule, so long as the receiving party provides the disclosing party with reasonable advance notice of such compelled disclosure and discloses Confidential Information only to the extent legally compelled.
- b) The nondisclosure obligations set forth in Section 6(a) shall not apply to any Confidential Information that the receiving party can demonstrate by written proof: (i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Benefit Agreement; (iv) was disclosed to the receiving party by a third party who has a legal right to make such disclosure; or (v) was independently discovered or developed by the receiving party without the aid, application or use of the disclosing party's Confidential Information.
- c) The parties intend that the information shared pursuant to this Benefit Agreement shall not include personally identifiable information (“**PII**”) such as health information, social security numbers, home addresses, personal phone number, date of birth, credit card numbers or driver's license numbers. This information specifically excludes the specific information that will be disclosed as set forth in the Member File as described in this Benefit Agreement. In the event a party becomes aware that any PII is inadvertently shared, the receiving party shall notify the disclosing party in writing and shall return or destroy such information. The receiving party shall not be liable to the disclosing party for any liability related to the inadvertent disclosure, whether or not the receiving party was aware of such inadvertent disclosure.

7. **Governing Law; Dispute Resolution:**

RESERVED

8. **Independent Contractor:**

No provision of this Benefit Agreement is intended to create or shall be deemed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Benefit Agreement. Neither the parties, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other, nor does either party have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

9. **Assignment:**

No assignment of this Benefit Agreement by IDF shall be valid without obtaining the written consent of Client, which consent shall not be unreasonably withheld, conditioned or delayed; provided that IDF may assign this Benefit Agreement without consent in connection with a sale of substantially all of its assets or stock or in connection with a merger, consolidation or other similar recapitalization or reorganization of IDF.

10. **Term:**

This Benefit Agreement commences on the Effective Date and shall continue in effect until cancelled and may be renewed in a writing signed by both parties thereafter for successive one (1) year terms (each, a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”).

11. **Termination:**

- a) Either party may terminate this Benefit Agreement by giving the other party thirty (30) days prior written notice if the other party is in material breach of this Benefit Agreement and such breach has not been cured within thirty (30) days of receipt of such notice.
- b) Upon termination of this Benefit Agreement or upon the expiration of the Term, (i) each party shall return to the other party the originals and copies of all instruments and tangible Confidential Information provided by the other party, (ii) Client shall cease to use any IDF trademark, logo or trademark or trade name.
- c) Upon the first anniversary of the Effective Date, either party may terminate this Agreement for convenience by providing the other with thirty (30) days written notice.

12. **Severability:**

If any provision of this Benefit Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

13. **Non-Waiver:**

The failure of either party to exercise any of its rights under this Benefit Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

14. **Modification:**

This Benefit Agreement may be amended at any time upon mutual agreement in writing of the parties.

15. **Non-Discrimination:**

In fulfilling the obligations contained in this Benefit Agreement, IDF and all those under the direction of IDF involved in the performance of this contract will not unlawfully discriminate against any individual on the basis of race, creed, color, national or ethnic origin, religion, sexual orientation, sex or disability status, such as a disabled veteran, or veteran of the Vietnam era, and will comply with all non-discriminatory laws and use commercially reasonable efforts to comply with all policies that Client promulgates to which Client is subject and which are generally applicable to third parties with whom Client does business. Client shall provide IDF with a copy of any policies promulgated by Client in advance of such policies becoming effective.

16. **Entire Agreement:**

This Benefit Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with Section 14.

17. **Permits:**

IDF shall comply with all laws and regulations of the municipal, county, state or federal agencies which now or may hereafter have jurisdiction over IDF's services and which are applicable to the obligations of IDF pursuant to this Benefit Agreement. IDF shall, at no cost to Client, obtain all necessary permits and licenses required by any federal, state or local law required for IDF to perform its obligations pursuant to this Benefit Agreement.

18. **Applicable Law:**

The parties shall comply with applicable law regarding their obligations under this Benefit Agreement. Changes in the performance of IDF's obligations under this Benefit Agreement necessitated by IDF's reasonable good faith interpretation of any law, regulation, judicial or regulatory action, or license rights, shall not constitute a breach of this Benefit Agreement.

19. **Use of Name:**

Neither party may use the other party's name or mark in any publications or public relations announcements without the prior written consent of that other party. This restriction does not apply to the BPD, for which Client has a right and obligation to provide to employees as set forth herein.

20. **Notice:**

Any notice or other communication required or permitted to be given under this Benefit Agreement shall be sufficient if in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or at such other address as a party may specify by notice hereunder):

To Client:

Town of Apex  
PO Box 250  
Apex, NC 27502  
Attn: Mary Beth Manville, Human Resources Director

To the Company:

Sontiq, Inc. dba IdentityForce  
9920 Franklin Square Drive, Suite 250  
Nottingham, Maryland 21236  
Attn: Legal Department

21. **Construction:**

The captions contained in this Benefit Agreement are for the convenience of the parties and shall not be construed or interpreted to limit or otherwise define the scope of this Benefit Agreement.

22. **Counterparts:**

This Benefit Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same agreement.

23. **Attorneys' Fees:**

RESERVED.

24. **Indemnification:**

To the extent permitted by law and subject to the Liability Limits in Section 25: Each party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other party, its officers, directors, shareholders, employees or agents (the "**Indemnified Parties**") from any and all liabilities, losses, damages,

claims, suits, judgments, costs and expenses (including reasonable attorneys' fees and costs of any investigation or action related thereto) suffered or incurred by the Indemnified Parties arising from a third party claim (i) as a result of the Indemnifying Party's performance under or breach of this Benefit Agreement; or (ii) from the breach of any representation or warranty made herein by the Indemnifying Party.

**25. Limitations on Liability:**

EXCEPT FOR ANY BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION), IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM PERFORMANCE UNDER OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS BENEFIT AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, UNLESS SUCH BREACH IS AS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FURTHER, IN NO EVENT WILL IDF BE LIABLE FOR ANY LIABILITY OR DAMAGES ARISING OR RESULTING FROM (I) ANY BREACH OF THIS BENEFIT AGREEMENT BY CLIENT, INCLUDING BUT NOT LIMITED TO NONPAYMENT OR PROVISION OF MARKETING OR OTHER MATERIALS NOT PROVIDED OR APPROVED BY IDF, OR (II) THE ACTION, INACTION OR NEGLIGENCE OF ANY THIRD PARTY STORING OR PROVIDING INFORMATION TO IDF FOR PURPOSES OF ITS PERFORMANCE OF THIS BENEFIT AGREEMENT. IN NO EVENT SHALL IDF'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS BENEFIT AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES CLIENT PAID TO IDF DURING THE PRECEDING 12-MONTH PERIOD UNDER THIS BENEFIT AGREEMENT.

**26. Representations and Warranties:**

Each party hereby represents and warrants that, to the extent applicable, its performance under the Benefit Agreement will not violate any federal or state law or governmental regulation, including without limitation the Children's Online Privacy Protection Act (COPPA), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM), the Gramm-Leach-Bliley Act (GLB), the Uniform Computer Information Transactions Act (UCITA), the Uniform Electronic Transactions Act (UETA), the Electronic Signatures In Global And National Commerce Act (E-Sign), the Digital Millennium Copyright Act (DMCA), the Telemarketing Sales Rule (TSR), and The Telephone Consumer Protection Act (TCPA), and any federal or state laws, rules, or regulations applicable to the area of marketing, advertising, telemarketing and sales.

**27. E-Verify:**

To the extent it provides United-States-based personnel: IDF shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). IDF shall require IDF's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

**28. Anti-Human Trafficking:**

IDF warrants and agrees that no labor supplied by IDF or its subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

**29. Nonappropriation:**

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Client are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Client to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Client provided that Client provides written notice of the same to IDF within five (5) days of such event.

**IN WITNESS WHEREOF**, each of the parties has caused this Benefit Agreement to be executed on its behalf by its duly authorized officers as of the Effective Date.

Town of Apex

SONTIQ, INC. dba IdentityForce

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*This instrument has been preaudited in the manner required by the Local Government Fiscal Control Act.*

\_\_\_\_\_  
Antwan Morrison, Finance Director



**EXHIBIT A**  
**BENEFIT PACKAGE**

UltraSecure  
ID

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**IDENTITY PROTECTION**

Dark Web Monitoring	●
Compromised Credentials Alerts	●
Change of Address Monitoring (USPS)	●
Court Records Monitoring	●
Sex Offender Registry Notification	●
Smart SSN Tracker	●
Short Term Loan Monitoring	●
Social Media Identity Monitoring	●
Medical ID Fraud Protection	●
Identity Vault and Secure Storage	●
Breach IQ™ Breach Search, Score, Risks	●

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**MOBILE DEVICE AND PC PROTECTION**

Mobile App (iOS and Android)	●
Password Manager	●
Mobile Attack Control	●
Spyware, Unsecured Wi-Fi and Spoofed Networks	●
Secure My Network (VPN)	●




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**CHILD MONITORING – COMPLIMENTARY!**

Child Identity Monitoring	●
Child Social Media Identity Monitoring	●
Child Credit Freeze and Lock Assistance	●
Child Credit Activity Monitoring	●

UltraSecure  
ID

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**RESTORATION SERVICES**

24/7 Customer Support	●
Fully Managed Family Restoration	●
Restoration for Pre-Existing Identity Theft	●
Deceased Family Member Fraud Remediation**	●
Stolen Funds Replacement	●
Lost Wallet Assistance	●
\$1M Household Expense Reimbursement Insurance	●

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**CREDIT HEALTH AND FINANCIAL ACCOUNT PROTECTION**

Bank and Credit Card Alerts	●
401(k), HSA and Investment Account Activity Alerts	●
Financial Calculators	●
Education Resource Center	●
Credit Score Simulator	●
Credit Score Tracker (monthly)	●
Credit Freeze and Lock Assistance	●
TransUnion Credit Lock and Alerts	●
Credit Monitoring TransUnion (daily)	●
Credit Report and Score TransUnion (daily)	●
Score Change Alerts (+/- 10 points)	●

**Get the IdentityForce app:**



\* Complimentary ChildWatch included in all plans.

\*\*Deceased Household Member Fraud Remediation available for adults or eligible dependents enrolled in an active IdentityForce Family Plan at the time of their death.

## Easy to Enroll

1. Enroll along with other voluntary benefits through your employer.
2. Receive welcome email. If you do not receive the email, please check your spam folder.
3. Click the link in your welcome email to complete registration and access your Identity Protection Dashboard.

**Questions? Call Member Services at 1-855-441-0270**

**EXHIBIT B**

**BENEFIT PLAN FEES**

Pricing:

**Employer Paid**

UltraSecure
Employee
Fee pepm
\$1.98

<sup>1</sup> pepm – per employee per month

<sup>2</sup> pfpfpm – per family per month

Employee plans include one (1) adult and up to ten (10) children under age 26 (Child Watch under 18, Adult Child up to 26 receives own complimentary plan)

Family plans include up to ten (10) additional adult family members in the household + up to ten (10) children under age 26 (Child Watch under 18, Adult Child up to 26 receives own complimentary plan), Senior Family Members receive Senior Fraud Resolution

**EXHIBIT C**

**BENEFIT PACKAGE DISCLOSURE**

Please review the benefits materials provided by your employer and reach out to them with any questions you might have. Identity Theft Protection may be provided to you at no cost, or in certain circumstances, for an additional, payroll deducted charge. If applicable, your employer will be able to speak to the payroll deduction process by which you agree to pay. If you wish to cancel your Identity Theft Protection, please coordinate with your employer.