

Agreement

MetLife Consumer Services, Inc. and City of Irvine

MetLife and Aura Identity & Fraud Protection

This Agreement ("Agreement") is by and between MetLife Consumer Services, Inc., a MetLife, Inc. subsidiary ("MCSI") and City of Irvine, (the "Account") as of the 1st day of January 2025 ("Effective Date"). Account and MCSI may be referred to herein individually as a "Party" and collectively as the "Parties."

INTRODUCTION

MCSI offers an identity and fraud protection product (the "Program") from Aura Sub, LLC ("Aura");

Under the Program, identity and fraud protection services (the "Service" or "Services") are made available to the Account's employees 18 or older with a US residential address and a Social Security number (individually an "Employee" and together the "Employees") and their eligible members under the family plan;

The Program permits the Employees to make payments for the Program in a manner of their choice which may include, as permitted by applicable law, payroll deduction, automatic deduction from a bank account and credit card payment; and

Account desires to make the Program available to its Employees and MCSI desires to offer Account's Employees the opportunity to sign up and pay for the Program.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and obligations herein contained, the Parties agree as follows:

Section 1. Participation in the Program. Account shall provide MCSI an enrollment file for all Employees who elected to enroll in the Program on the Effective Date of this Agreement and thereafter on an agreed upon basis.

Section 2. MCSI's Responsibilities and Marketing Materials.

Section 2.1. MCSI's Responsibilities. MCSI will make the Program available to eligible Employees pursuant to a communications plan agreed to by the Parties. The Program is only available to Employees who have a Social Security Number, valid U.S. residential address and are at least 18 years of age. Family members who are under 18 years of age are eligible to enroll in the Services by being added to an applicable family plan account whose primary member is at least 18 years of age and by following the applicable enrollment instructions including (without limitation) providing Aura with a valid Social Security number and other information requested. All Programs are offered and accessible online and are only available once an Employee is Fully Enrolled. Fully Enrolled means that the Employee and any adult family member who wishes to enroll must also (a) accept Aura 's terms of service (available at <https://www.aura.com/legal/service-terms>) as applicable (or any successor URLs) ("User Terms of Service") and (b) provide information suitable to meet the authentication requirements necessary to verify the identity of the Employee or family member (as applicable) and match the identity of the

individual for which Aura retrieved Program information (the “Aura Requirements”). Employees may accept the User Terms of Service simultaneously with and in connection with and in addition to the Fair Credit Reporting Act authorization as set forth below. An Employee who enrolls and meets the Aura Requirements will be enrolled in the Service (“Enrolled Employee”). Each family member of the Enrolled Employee who enrolls and meets the Aura Requirements (each and collectively “Family Member User(s)”) will be enrolled in the Program. Account shall direct all inquiries about the Program from an Employee to Aura.

Section 2.2. Marketing Materials. MCSI will provide approved marketing materials to Account for marketing the Program. Account may not create, display or distribute any materials regarding or referencing MCSI or the Program, without prior written or email approval from MCSI, which approval shall not be unreasonably withheld.

Section 3. Account’s Responsibilities. Account agrees to:

- (a) Provide an enrollment file (“Enrollment File”) in a format acceptable to MCSI, in accordance with the timing, method, and containing data which is necessary for Aura to initiate the Services including, but not limited to, the Employee’s Social Security number.
- (b) Allow and/or facilitate ongoing communications and promotion of the Program by MCSI to all eligible Employees, including but not limited to mailing campaigns.
- (c) Promptly report to MCSI changes in Employee status that would affect eligibility and/or payroll deduction.
- (d) If the Parties agree that the Account will provide payroll deduction for the Program, deduct the applicable fee from the payroll of such Employee(s) and send the monies to MCSI pursuant to MCSI’s instructions.
- (e) If Account uses a third party (the “Third-Party Administrator”) in connection with any of its obligations set forth in this Agreement, including, without limitation, payroll deduction, Account shall remain liable to MCSI for any acts or omissions of the Third Party Administrator in connection with this Agreement. The Third-Party Administrator shall work under the control and direction of Account. Account shall be solely responsible for the payment, acts and/or omissions of the Third-Party Administrator, and MCSI shall have no liability with respect thereto. Account’s obligations under this subsection shall apply, without limitation, if MCSI provides personal information of the Employees directly to the Third-Party Administrator at the direction of the Account. Account also authorizes Aura to provide and receive data related to providing Services under this Agreement to and from the Third-Party Administrator, including but not limited to personal data. Account and Third-Party Administrator shall ensure that such information is transmitted securely to Aura.

Section 4. Term/Termination. The term of the Agreement shall be one (1) year from the date hereof (the “Initial Term”). Upon the completion of the Initial Term, this Agreement shall continue for successive annual terms (“Annual Term”) until terminated. At any time after the Initial Term, either Party may terminate this Agreement upon ninety (90) days’ prior written notice to the other. At any time, either during or after the Initial Term, the Parties may mutually agree to terminate this Agreement. During the Initial Term, either Party may terminate this Agreement, in whole or in part, upon ninety (90) days’ prior written notice if the other Party breaches its obligations under this Agreement and fails to cure its breach within sixty (60) days of being given written notice of such breach.

- Section 5. Responsibilities upon Termination of Agreement. If the Agreement is terminated for any reason, each Party shall, upon the request of the other, promptly return or destroy any confidential information it received from the other under the Agreement. The Parties' respective rights and obligations under this Section shall be subject to applicable law and the recipient Party's internal record retention requirements. A recipient Party's obligations of confidentiality under this Agreement shall survive the Agreement's termination for so long as such Party holds any of the other Party's confidential information.
- Section 6. Fair Credit Reporting Act (FCRA) Requirements: The FCRA and its regulations require that an Employee provide authorization to Aura to access and monitor Employee's credit file. In scenarios where the point of enrollment is controlled by Account, Account must obtain the authorization from the Employee and is required to retain the record of authorization for as long as the Employee is enrolled in the Program. Should an audit of the Program by a third party require Aura to provide proof of authorization, Employer agrees to cooperate with Aura to provide records of such authorization.
- Section 7. Competing Programs. Account agrees that during the term of this Agreement, it will not offer to its Employees any standalone identity theft protection products that provide the same or comparable services as the Program. This section does not prevent Account from offering embedded identity theft protection included with other products or services, identity theft protection provided by a third party as a condition of a data security agreement, or as required by law.
- Section 8. Termination of Payroll Deduction. Notwithstanding anything to the contrary set forth herein, either Party may terminate the payroll deduction option at its discretion for any reason, upon ninety (90) days' written notice to the other Party.
- Section 9. Trade Sanctions and Export Control.
- Section 9.1. Trade Sanctions. Account or Employee may not use the Program to the extent that Account, or any entity that owns or controls or is owned or controlled by Account, is: (a) ordinarily resident in, located in, or organized under the laws of any country or region subject to economic or financial sanctions or embargoes imposed, administered, or enforced by the European Union, the United Kingdom, or the United States (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine); or (b) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States.
- Section 9.2. Export Control. Account agrees not to directly or indirectly export, re-export or import all or any portion of the Services without first obtaining all required licenses, permits and permissions. MCSI makes no representation or warranty that the Program may be exported without Account first obtaining appropriate licenses or permits under applicable laws, or that any such license or permit has been, will be, or can be obtained.

Section 10. Indemnification.

- (a) Each Party (the “Indemnifying Party”) will defend, hold harmless, and indemnify the other Party (the “Indemnified Party”) and its respective affiliates, officers, directors and agents against any third party claim or any third party entity acting on behalf of each other (a “Claim”), arising from or relating to Indemnifying Party’s negligence, willful misconduct, violations of applicable law, and/or breach of its obligations of this Agreement, but only in proportion to and to the extent such Claim is caused by or results from the gross negligent or intentional acts or omissions of the Indemnifying Party and will defend, hold harmless, and indemnify the Indemnified Party from and against any costs (including reasonable attorneys’ fees), liability, and damages awarded against the Indemnified Party or agreed in a settlement approved by Account resulting from such Claim.
- (b) If unauthorized disclosure of or access to personal data is caused by MCSI’s breach of its security or privacy obligations under this Agreement, MCSI shall pay the documented costs incurred by Account in connection with the following items: (1) reasonable costs of any required forensic investigation to determine the cause of the breach, (2) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable law), and to individuals whose personal data have been disclosed or accessed (“Affected Individuals”), and (3) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of at least one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in this agreement to the contrary, MCSI will have no responsibility to pay costs of remediation to the extent that they are due to gross negligence, willful misconduct or fraud by Account or its employees, agents or contractors.

Section 11. Insurance. MSCI shall comply with the insurance requirements attached as Exhibit “C” hereto and incorporated herein by this reference.

Section 11.1. Liability Limitations. Except for the remedies and obligations of Sections 10(a), 12, and Exhibit B, to the maximum extent permitted by applicable law, in no event shall the aggregate liability of either Party, its affiliates, officials, officers, licensors, employees, and agents to the other Party for all claims arising out of or related to this Agreement exceed the amount of the liable Party’s insurance applicable to such claim, or the total amount paid from Account or Employees to MCSI under this Agreement for the Services in the 24 months preceding the incident from which the liability arose, whichever is higher..

Section 12. Rates. Rates for the Program are set forth in Exhibit B (“Rates”). Except during any applicable rate guarantee period as set forth in Exhibit B, MCSI may change the Rates that MCSI charges for the Program by giving Account at least 60 days’ prior written notice of such changes, provided that any such changes will not take effect earlier than the next Annual Term for the applicable Program.

Section 13. General Provisions.

Section 13.1. Amendment. This Agreement may only be amended by mutual agreement of the Parties, except that the following changes to this Agreement may be made without the formality of an amendment:

- (a) A change of name by either Party may be effective on written notice from one Party to the other.

- (b) A change of address by either Party may be effective on written notice from one Party to the other.

Section 13.2. Brokers. If Account is represented by an agent or broker for purposes of its Program, MCSI may enter into a separate agreement with such agent or broker pursuant to which MCSI may pay such agent or broker a commission on the Program sold to Employees. Account agrees to inform MCSI within thirty (30) calendar days of the termination of its relationship with such agent or broker. If Account terminates the broker of record status with an existing broker or agent, Account agrees to give MCSI at least 60 days' advance written notice prior to giving a new broker or agent the broker of record status.

Section 13.3. Confidentiality/Privacy and Security.

- (a) The Parties agree to treat non-public personal information about any of Account's Employees, including, but not limited to, the name, address, telephone number, e-mail address, Social Security number, policy numbers and financial information, as well as any Employee list or similar compilation of Employee information, as confidential information in accordance with applicable laws. Notwithstanding the foregoing, MCSI may share certain non-public personal and other information with Aura and/or subcontractors that are performing services for or on behalf of MCSI. MCSI agrees that it will not sell, lease or rent any Employee information provided by Account to third parties.
- (b) MCSI will not receive Employee information other than information that is provided by Account for enrollment and billing purposes. Aura will receive information from Employees as necessary to provide covered Services. The confidentiality of such information will be governed by an agreement between the Employee and Aura specified in the User Terms of Service.
- (c) Account represents and warrants that it is entitled to transfer personal data (as that term is defined by data protection and privacy laws and regulations applicable to the processing of any personal information or data) to MCSI and Aura for the purpose of MCSI and Aura processing and using any personal data in accordance with this Agreement and that such transfer will not violate the rights of any third party or any applicable laws. Account will ensure that any relevant data subjects have been informed of such processing to the extent required by applicable data protection laws. Account acknowledges that Account is solely responsible for the quality, completeness and accuracy of such data provided by or behalf of the Account. Account will notify MCSI in advance of any and all changes or modifications in format or type regarding Account's data. By providing Account data to MCSI and/or Aura, Account confirms that it permits MCSI and/or Aura to communicate with Employees, but solely for the purpose of providing the Services.

Section 13.4. Counterparts/Facsimile Signature Pages. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 13.5. Dispute Resolution. If any dispute arises between the Parties hereto and they

cannot settle the dispute through negotiation, the Parties agree to first try in good faith to settle the dispute by mediation. If the Parties cannot resolve the dispute through mediation or if they agree that mediation is not appropriate to the given dispute, then they will submit the dispute to arbitration pursuant to the rules of the American Arbitration Association or any other arbitration rules as mutually agreed by the Parties.

Section 13.6. Expenses. Unless otherwise agreed upon in writing by the Parties hereto, each Party will be responsible for any and all expenses it incurs in connection with this Agreement.

Section 13.7. Governing Law. This Agreement and the rights of the Parties hereto shall be interpreted and construed in accordance with and governed by the laws of the State of California excluding its conflict of laws rules. Venue for any action arising out of this Agreement shall be vested exclusively in the courts of competent jurisdiction in Orange County, California.

Section 13.8. Integration, Modification. This Agreement, its exhibits, and the communications plan described in Section 2.1 constitute the entire, full and complete agreement between the Parties and supersede all prior agreements, written or oral, relating to the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, not contained herein shall be of any effect.

Section 13.9. No Partnership or Agency. Nothing herein shall create, nor be deemed to create, a partnership or an agency relationship between the Parties hereto and neither Party is authorized to act on behalf of the other unless the other has agreed in advance.

Section 13.10. Notices. Any notices under this Agreement must be in writing and delivered to the applicable Party at the address set forth in Exhibit A attached hereto. If notice is mailed postage prepaid it shall be considered given on the day three (3) days after mailing. If however, the sending Party delivers notice by a recognized carrier which provides receipt of delivery, notice shall be considered given on the date of delivery as shown on receipt of the carrier making delivery.

Section 13.11. Portability. In the event an Employee leaves the employ of Account, Employee shall have the opportunity to continue services purchased hereunder in accordance with the Program guidelines and subject to the Employee's continued payment directly to Aura. In such event, Employee may elect to continue being a user of the Services which shall be governed by the Aura User Terms of Service. Payments due may change, however, as any discounts arising from the Program may no longer be available to former Employees.

Section 13.12. Limited License. Subject to the terms of this Agreement, MCSI hereby grants Account a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license during the term of this Agreement, to use the MCSI mark to facilitate promotion of the Program and for no other purpose. This Agreement does not convey to Account any ownership or other rights in MCSI marks (including use or registration of domain names, social media handles or otherwise) by implication, estoppel or otherwise except for the limited rights expressly granted hereunder, and title to the marks shall at all times remain vested with MCSI.

Section 13.13. Survival. Unless otherwise specifically provided in this Agreement, the obligations of the Parties shall survive termination of this Agreement when necessary to effect the intent of the Parties as herein expressed.

Section 13.14. Taxes. Any and all taxes (including, without limitation, sales, use, service, and gross receipts) applicable to this Agreement are included in the Rates set forth in Exhibit B and such taxes shall be paid by MCSI.

Section 13.15. Transparency Laws. Notwithstanding any other provision of this Agreement, including, without limitation, Sections 5 and 13.3, nothing contained in this Agreement shall prohibit Account from retaining and producing any public record in compliance with applicable transparency laws, including the Ralph M. Brown Act and the California Public Records Act.

Section 13.16. Assignment, Transfer. MCSI shall not assign, or otherwise transfer this Agreement without the prior written consent of Account.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the authorized representatives of the Parties, having full authority to do so, agree to the terms and conditions of this Agreement and have executed this Agreement freely and agree to be bound hereby effective as of the Effective Date set forth above.

MetLife Consumer Services, Inc.

By: Andrea Douglas

Name: Andrea Douglas

Title: VP Regional, Small, Specialty Market Service & Implementation

City of Irvine

Signed by:
By: Jeff Melching
E04AA49F95474A7...

Name: Jeff Melching

Title: City Attorney

DocuSigned by:
By: Carl Petersen
0FCAD91F02E547D...

Name: Carl Petersen

Title: City Clerk

DocuSigned by:
By: Michelle Riske
00010A3E002040A...

Name: Michelle Riske

Title: Human Resource Director

EXHIBIT A
MAILING ADDRESSES

MetLife Consumer Services, Inc.
200 Park Avenue
New York, New York 10166
Attention: Andrea Douglas, Vice President

City of Irvine
1 Civic Center Plaza
P.O. Box 19575
Irvine, CA 92633-9575

EXHIBIT B

RATES

	Employee Paid Rate
Protection Plus, Individual	\$10.95
Protection Plus, Family	\$16.95

Rates are guaranteed for 5 years from the Effective Date

EXHIBIT C

CITY OF IRVINE INSURANCE REQUIREMENTS

Insurance. Without limiting MSCI's indemnification obligations, MSCI shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by MSCI, its agents, representatives, employees, and/or subconsultants.

Insurance Coverage Required.

The policies and minimum amounts of insurance required hereunder shall be as follows:

- A. Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of MSCI's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:
- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "Account and Account Personnel") as additional insured for claims arising out of MSCI's performance of this Agreement.
 - (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to Account.
- B. Automobile Liability Insurance** with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:
- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of MSCI's performance of this Agreement.
 - (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to Account.
- C. Workers' Compensation Insurance** in accordance with the Labor Code of California and covering all employees of the MSCI providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the Account and Account Personnel.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement.

E. Evidence of Insurance: MSCI shall provide to Account a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days after the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Account by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The Account project title or description MUST be included in the "Description of Operations" box on the certificate.

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of an actual endorsement. Insurance policies shall not comply with this Exhibit C if they include a provision or endorsement that has not been submitted to Account for approval.

Additional Insured Endorsements **shall not:**

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of MSCI
4. Contain any other exclusion contrary to the Agreement.

G. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the Account.