



PRIVILEGED AND CONFIDENTIAL

February 9, 2018

Carol Viventi, Esq.
Vice President & Special Counsel to President
Michigan State University
Hannah Administration Building
426 Auditorium Road
East Lansing, MI 48824

Dear Ms. Viventi:

These master terms and conditions will govern the services delivered to Michigan State University ("Client") by Kroll Associates, Inc. (including its officers, employees and affiliates, "Kroll") set forth in the applicable statement of work ("SOW"). Client and Kroll (each a "Party") are referred to below as the "Parties", and these master terms and conditions, together with the applicable SOW, are referred to as the "Agreement".

1. Kroll Services

Client has engaged Kroll to deliver certain services as set forth in a SOW (the "Assignment"). In the event Client requests Kroll to expand the scope of the Assignment or undertake other assignments ("Additional Assignments"), each such Additional Assignment will be set forth in a new SOW signed by both Parties that references these master terms and conditions and stipulates the fee for the Assignment. Unless otherwise agreed in the SOW, in the event Kroll is requested to (i) provide testimony, (ii) serve as a witness, (iii) update any report, deliverable or other information provided hereunder (the "Kroll Report(s)") for any events or circumstances occurring subsequent to the initial delivery date of the Kroll Report, or (iv) furnish additional services, such additional services will be agreed in an amended or separate SOW signed by Kroll and Client.

Kroll shall deliver its services in accordance with Client's instructions. However, if instructed by Client in writing, Kroll will perform the relevant Assignment under the direction of Client's counsel. Kroll understands Client and/or such counsel may provide Kroll with certain information and materials developed in anticipation of litigation that may be protected by the attorney-client privilege and/or the work product doctrine. Kroll agrees to treat such materials as confidential and subject to privilege.

2. Confidentiality

Kroll agrees to take reasonable measures to maintain the confidentiality of non-public, confidential and/or proprietary information received from Client and which is designated by Client as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to Client ("Confidential Information").

If any person or entity requests or subpoenas any Kroll Reports or other Assignment-related information or materials within Kroll's custody or control, Kroll will, unless legally prohibited, promptly inform Client of such request or subpoena so that Client may seek from a court of competent jurisdiction a protective order or other appropriate remedy to limit the disclosure. If Kroll is required to respond to the request or subpoena or to provide testimony, Client agrees to compensate Kroll for reasonable costs and expenses incurred (e.g., reimbursement of reasonable attorneys' fees and disbursements), including, without limitation, compensating Kroll (at hourly rates, as applicable) for responding to legal requests or demands for information and preparing for and testifying at deposition, proceedings and/or trials.

1707 L Street, NW, Washington DC 20036
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www.kroll.com

Certain Kroll companies provide investigative services. See www.kroll.com/licensing for state licensing information.

3. Indemnity

The Assignment(s) undertaken (and associated fees) do not contemplate Kroll being made party to any legal proceedings, or subject to third-party claims. Accordingly, Client agrees to hold harmless and indemnify Kroll against all claims, damages and costs (including reasonable attorneys' fees and disbursements) arising out of any Assignment, except for such claims, damages and costs resulting from any actions by Kroll constituting gross negligence, fraud, willful misconduct or unlawful conduct or a breach of the terms of the Agreement.

4. Limitation of Liability

Client agrees, on its own behalf and on behalf of its agents, that Kroll will not be liable for any claims, liabilities or expenses relating to the Agreement or any Assignment for an aggregate amount in excess of the fees paid by Client to Kroll pursuant to the SOW under which the claim arose, except to the extent such liability is finally judicially determined to have resulted from Kroll's gross negligence, fraud or willful misconduct. However, in no event will either Party be liable for consequential, special, indirect, punitive or exemplary losses, damages or expenses relating to this engagement, including without limitation damages for loss of data, loss of business profits, business interruption, or other pecuniary loss, even if such Party has been advised of the possibility of such damages.

Only the specific Kroll company signatory to the SOW under which the claim allegedly arose shall be liable to Client for any claims, liabilities or expenses incurred thereunder.

5. Data Protection

To the extent applicable, the Parties shall comply with relevant national, international, state and/or regional data protection legislation or regulations, including with respect to information disclosed in connection with an Assignment which is personal data (as defined under the relevant legislation or regulation).

6. Computer Forensics

To the extent any Assignment includes computer forensics services:

Client acknowledges that digital/computer equipment, drives, data and media may be damaged, infected or corrupted prior to forensic analysis being performed hereunder, and Kroll does not assume responsibility or liability for such pre-existing damage or further problems resulting therefrom. Any data, especially data restored from unknown sources, may contain viruses or other malware; therefore, Client assumes responsibility to protect itself with respect to the receipt of data and shall advise its agents and third-party recipients to take similar precautions.

Client represents and warrants that (i) it has the right to be in possession of, or is the owner of, all equipment/data/media furnished to Kroll hereunder, (ii) such equipment/data/media is furnished for a lawful purpose, and (iii) where applicable, Client's collection, possession, processing and transfer of such equipment/data/media is in compliance with any and all applicable laws, regulations and Client policies, including without limitation concerning data privacy and employee consents.

7. Use of Information

To the extent any Assignment includes the provision of one or more Kroll Reports:

Client shall be permitted to use Kroll Reports solely for its internal business purposes. Client shall maintain Kroll Reports as confidential, and shall not disclose, disseminate, redistribute or otherwise make any Kroll Reports available to any third party, whether in whole or in part, without the express written consent of Kroll; provided, however, that Kroll Reports may be disclosed if required by law or in response to a lawful order or demand of any court of competent jurisdiction, provided, however, that before making such a disclosure, Client agrees to provide Kroll with prompt prior notice of any such compelled disclosure so that Kroll and/or Client may seek a protective order or other appropriate remedy. Client further agrees and represents that any Kroll Reports provided hereunder will not be used for employment purposes, credit evaluation or insurance underwriting purposes, and that the

services hereunder are being contracted for, and will only be used in connection with a business, investment or other commercial purpose.

8. Fees and Invoicing

The fees for any particular Assignment shall be set forth in the applicable SOW. Kroll shall invoice Client on a monthly basis, unless otherwise agreed in the relevant SOW. Client agrees to pay Kroll within thirty (30) days of the invoice date. Any unpaid balances shall accrue interest at the rate of 12% per annum, as measured from thirty (30) days after the date of each invoice. Client acknowledges its obligation to pay undisputed amounts as set forth above. In the event Client disputes any portion of an invoice, Client will notify Kroll in writing of the disputed charges within thirty (30) days of the invoice date. Kroll reserves the right to terminate its services at any time if Client fails to pay Kroll's invoices in a timely manner. Client agrees to reimburse Kroll for any costs of collection, including reasonable attorneys' fees.

The fees and charges for the Services do not include applicable federal, foreign, state or local sales, withholding, use, value added, gross income, excise, or ad valorem taxes. Client will be solely responsible for all applicable federal, state, local, and withholding taxes levied or assessed in connection with Kroll's performance of Services, other than income taxes assessed with respect to Kroll's income.

9. Conflicts

In connection with its case opening process, Kroll follows procedures designed to identify conflicts of interest.

Client understands and agrees that the engagement by Client of a Kroll company for a discrete Assignment(s) hereunder does not prevent Kroll or its affiliated companies from providing services to other clients adverse to Client on matters not substantially related to a particular Assignment being performed hereunder, provided, however, Confidential Information obtained while performing a particular Assignment will continue to be treated as confidential and will not be shared or used in connection with the performance of any other services provided by Kroll or its affiliated companies.

10. Termination

Either Party may terminate the Agreement on thirty (30) days prior written notice to the other Party or earlier upon mutual written agreement; provided, however, that the Agreement shall remain in full force and effect until the completion or termination of all active SOWs hereunder. Each Party may terminate any given SOW in accordance with the termination provision set forth therein, or, where no provision has been made, on ten (10) days prior written notice to the other Party. For avoidance of doubt, the termination of a particular SOW shall not automatically terminate these master terms and conditions.

In the event of any termination, Kroll will be entitled to payment of any invoices outstanding, as well as payment for any disbursements, fees and/or costs incurred through the date of termination. Provisions of the Agreement which by their nature are intended to survive termination or expiration of the Agreement shall survive expiration or termination of the Agreement.

11. Assignability

Except as otherwise provided herein, neither Party shall assign the Agreement or any individual Party's rights or privileges without the prior written consent of the other Party, which consent shall not be unreasonably delayed, conditioned or withheld; provided, however, that the applicable Kroll company may assign the Agreement to any company which controls, is controlled by, or is under common control with Kroll, or in the event of a merger, acquisition or sale of all or substantially all of the assets thereof.

12. Governing Law and Dispute Resolution

The Agreement is governed by the laws of the State of New York without regard to the law of conflicts. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by binding arbitration administered in New York, New York by the American Arbitration Association ("AAA") in accordance

with its Arbitration Rules then in effect. There shall be one arbitrator agreed to by the Parties within twenty (20) days of a written request for arbitration. If the Parties cannot agree, an arbitrator will be appointed by the AAA in accordance with its Arbitration Rules. Any award from any such arbitration proceeding may be entered as a judgment in any court of competent jurisdiction. Each Party shall bear its own costs in connection with any arbitration hereunder. Nothing herein shall prevent either Party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of the dispute as is necessary to protect either Party's proprietary rights.

13. Amendment, Waiver and Entire Agreement

Any of these master terms and conditions may be amended or waived only with the written consent of the Parties. The Agreement, including any exhibits and appendices thereto, constitutes the entire agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

14. Severability

If any portion of the Agreement is held to be unenforceable under applicable law, the Parties agree that such provision shall be excluded from the Agreement, the balance of the Agreement shall be interpreted as if such provision were so excluded, and the balance of the Agreement shall be enforceable in accordance with its terms.

15. Controlling Provisions

In the event there is a conflict between these master terms and conditions and the provisions of any SOW or other addendum, the language of the SOW or other addendum shall control where the SOW or other addendum expressly indicates the Parties' intention to modify the master terms and conditions for the purposes of the Assignment set forth in the applicable SOW or other addendum.

* * *

These master terms and conditions shall be effective as of the date on which signed by Client below.

ACCEPTED AND AGREED:

MICHIGAN STATE UNIVERSITY

By: _____
Name: Carol Viventi, Esq.
Title: Vice President & Special Counsel
to President



Mark P. Haas
Vice President for Finance and Treasurer

Date: February 13, 2018

2-13-2018

ADDENDUM A

ADDITIONAL TERMS & CONDITIONS FOR DATA BREACH SERVICES

In accordance with the master terms and conditions between Kroll and Client, the Parties expressly agree that these Additional Terms & Conditions for Data Breach Services are intended to modify the master terms and conditions for the purposes of the Assignment set forth in the applicable SOW.

1. **Client Responsibilities.** Client agrees to provide all information reasonably requested to ensure accurate delivery of services and to provide a data file in accordance with the specifications outlined in the SOW, as well as Client's final text, logo and signature files, to be used in the notifications. The timeline for mailing the notifications and membership materials to affected individuals will be finalized once Kroll is in receipt of the above information. Client acknowledges and agrees that Kroll is not a law firm, Kroll's services do not constitute legal advice or legal opinion, and that Client is solely responsible for complying with all applicable laws.

2. **Security.** Client and Kroll shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such information; (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer; and (d) protect against unauthorized access to or use of such information in connection with its disposal. Each party will respond promptly to remedy any known security breach involving the personally identifiable information provided by Client under this Agreement, and shall inform the other party of such breaches.

3. **Confidentiality.** Client agrees to maintain the confidentiality of all pricing and service descriptions contained in any SOW for data breach services and any other Kroll information designated as confidential. Notices and information required to be provided to third parties in connection with the data breach services pursuant to this SOW will not be considered "Kroll Reports" as defined in the master terms and conditions.

4. **Trademarks.** Each Party grants to the other Party a non-exclusive, non-transferable, revocable license, without the right of sub-license, to use its trademarks, service marks, trade names and logos for the sole and exclusive purpose of providing data breach services pursuant to this SOW. Either party may revoke this license at any time upon written notice to the other. Except as expressly set forth herein, neither party shall have any rights, title or interest in or to any trademarks, service marks, trade names or logos owned or otherwise used by the other Party.

5. **Credit Reports.** Client acknowledges that Kroll does not warrant the accuracy of the information contained in any credit report or credit monitoring report provided under this Agreement, and agrees that Kroll shall not be responsible or liable for any negative factual information contained therein.

6. **Availability of Services.** In the event any of the services provided through third parties become unavailable or inaccessible to Kroll for any reason, Kroll may elect to discontinue providing such services. Kroll will provide prompt written notice to Client upon Kroll receiving notice from a discontinuing vendor. Kroll may, in its sole discretion, replace discontinued services with an equal or greater valued offering. In the event services cannot be replaced and are discontinued, Client is entitled to a prorated return of fees calculated based on the services already provided and the time remaining for services not yet rendered.

7. **Termination.** Notwithstanding the master terms and conditions, termination of any SOW for Data Breach Services shall require ninety (90) days prior written notice. In the event this Agreement is terminated, to the extent Kroll has commenced an identity monitoring and/or identity theft restoration service for an individual, such services shall continue for the duration of the enrollment period, or until such time said individual's identity monitoring and/or restoration services is/are complete, whichever comes first; provided, however, that any remittance due by or on behalf of such individual has been received by Kroll in full.

ACCEPTED AND AGREED:

Michigan State University

By:

Name: Carol Viventi, Esq.
Title: Vice President & Special Counsel
to President


Mark P. Haas
Vice President for Finance and Treasurer

Date: February 13, 2018

2-13-2018

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SCHEDULE A
STATEMENT OF WORK FOR
INVESTIGATIONS AND DISPUTES SERVICES

This Statement of Work ("**SOW**"), dated February 9, 2018, is entered into pursuant to and incorporates herein by reference the master terms and conditions, entered into as of February 9, 2018 (together with this SOW, the "**Agreement**"), by and between Michigan State University ("**Client**", "**MSU**") and Kroll Associates, Inc. ("**Kroll**", "**We**"). Capitalized terms herein shall have the meaning ascribed in the master terms and conditions.

A. Description of Services and/or Assignment

Description of services; Scope of Assignment	Estimated completion date
<p>Client has engaged Kroll to conduct investigations into complaints filed by MSU students under MSU's Title IX policies and procedures.</p> <p>Kroll's work on each investigation will entail the following:</p> <ul style="list-style-type: none">• Review of the complaint and any other relevant documentation.• In-person interviews of the complainant, respondent, and any witnesses.• Drafting of written summaries of each interview.• Review of any additional evidence provided by the complainant, respondent, and any witnesses.• Analysis of all evidence developed during the course of the investigation.• Conferring with personnel from MSU's Title IX department.• Development of a written report summarizing the findings of the investigation.• Providing support in connection with any appeals. <p>As indicated above, Kroll's written deliverable for each investigation will consist of: 1) summaries of all interviews conducted during the course of the investigation, and 2) a report summarizing the findings of the investigation.</p>	<p>Investigations will be conducted on a rolling basis, beginning immediately upon execution of this SOW and receipt of the first set of complaints and other relevant documentation.</p> <p>Kroll will deploy two or more two-person investigative teams to conduct the investigations. We would expect to complete the first round of investigations within approximately three weeks from the signing of this SOW.</p>

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B. Fee Structure

Professional Fees for Kroll's services in connection with the Assignment will be charged on an hourly basis. Kroll will charge a blended hourly rate, for all professionals, of \$550.

In addition to the Professional Fees identified above, additional charges will include reasonable out-of-pocket expenses incurred in connection with the Assignment (such as travel-related expenses), and electronic database fees incurred in connection with the services provided. In addition, the invoice will reflect a standard administrative service fee equal to 7% of the professional fees amount to cover costs not directly billed (e.g., telecommunications, reproduction and other administrative costs). Kroll professionals will bill at one-half of the blended rate for travel time not spent working on this matter.

Accepted and agreed:

MICHIGAN STATE UNIVERSITY



Name: Mark P. Heas
Title: Vice President for Finance and Treasurer
Date:

KROLL ASSOCIATES, INC.

Name: Nicole Y. Lamb-Hale
Title: Managing Director
Date: February 9, 2018

State licensing information can be found at www.kroll.com/licensing