

INDEPENDENT CONTRACTOR AGREEMENT

Agreement dated **March 16th, 2022**, between New York University, a New York education corporation having its principal office at 70 Washington Square South, New York, NY 10012, on behalf of its PUBLIC SAFETY LAB ("NYU") and **RAYMOND KIDDY**, an **INDEPENDENT CONTRACTOR** having his principal address at **1187 LAURIE AVE, SAN JOSE, CA 95125** [doing business as **RAY KIDDY**] ("**Contractor**").

The parties agree as follows:

1. The Services.

A. Contractor will provide the services and deliverables (the "**Services**") set forth in one or more Statements of Work signed by the parties and specifically referencing this Agreement (each an "**SOW**"). The Contractor will provide all personnel, equipment, facilities, and supplies necessary to perform the Services, except as set forth in the applicable SOW. The terms and conditions of each SOW will prevail over any conflicting terms and conditions of this Agreement solely with respect to such SOW.

B. Representations and Warranties. Contractor represents and warrants that: (i) it is either (a) an individual person or sole proprietorship or (b) a legal entity that is duly organized and validly existing in good standing under the laws of the state of its organization; (ii) if it is a legal entity, it has full power and authority and is authorized to enter into this Agreement and to perform all of its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement does not conflict with any agreement, instrument, or understanding that is binding on Contractor nor violate any law, regulation, or order that applies to Contractor; (iv) it has all rights and permissions necessary to perform the Services and to make any grant of rights to NYU that is contemplated by this Agreement; and (iv) the Services do not violate or infringe any copyright, patent, trade secret, trademark, trade name, right of privacy or publicity, or any other third party rights.

C. Contractor Obligations. Contractor will: (i) perform the Services in a professional and workmanlike manner in accordance with generally accepted industry standards and in accordance with the specifications contained in the applicable SOW; (ii) comply with all applicable foreign, federal, state, and local laws, rules, and regulations and with any applicable NYU policies in connection with this Agreement; and (iii) provide personnel to perform the Services who are appropriately trained, qualified, and, if applicable, licensed to perform the Services.

2. Fees.

A. NYU will pay Contractor in accordance with the payment schedule and rates set forth in the applicable SOW, provided that Contractor has performed the Services in a satisfactory manner in accordance with any deadlines set forth in the applicable SOW. If the SOW does not specify a payment schedule, Contractor will invoice NYU on a quarterly basis. Contractor will deliver the invoice to NYU together with any supporting documentation specified in the SOW or otherwise

requested by NYU. All invoices will specify in detail the Services performed and the basis for calculating payment. NYU will pay undisputed invoices within sixty (60) days of receipt.

B. Contractor will not charge NYU sales or use taxes as NYU is exempt from New York State and City Sales and Use taxes. NYU will provide Contractor with an exemption certificate upon written request.

3. Term and Termination.

A. This Agreement will terminate upon completion of all Services to the satisfaction of NYU unless (i) otherwise specified in the SOW or (ii) earlier terminated in accordance with Section 3.B.

B. Either party may terminate this Agreement upon written notice if (i) the other party fails to cure a material breach of any term of this Agreement within thirty (30) days after receiving written notice or (ii) the other party is declared insolvent or bankrupt by a court of competent jurisdiction, files a voluntary petition of bankruptcy in any court of competent jurisdiction, or assigns this Agreement for the benefit of its creditors. The failure by NYU to pay amounts subject to a good faith dispute between the parties will not constitute a material breach of the Agreement. In addition, NYU may terminate this Agreement without cause upon seven (7) days' written notice. Termination of this Agreement will automatically terminate all outstanding SOWs.

C. Upon any termination of this Agreement, Contractor will deliver to NYU all deliverables and other materials owned by NYU in Contractor's possession or control. Upon any termination, NYU will only be obligated to pay for Services rendered through the effective date of termination, to the extent not otherwise subject to a good faith dispute, and provided that Contractor has complied with the foregoing delivery obligations.

4. Status of the Parties. The parties intend that Contractor will be an independent contractor; that neither Contractor or any employee or agent of Contractor will be considered an employee or agent of NYU; and that no agency relationship, partnership, or joint venture will exist between the parties. Neither party will attempt to create any obligation on behalf of the other party, bind the other party contractually, or make any representation that it is an agent of the other party. Contractor will be directly responsible for the mode, method, and manner of its activities and all employment matters relating to Contractor and its employees, including without limitation payment of all federal, state, and local employment taxes, workers' compensation and disability insurance coverage, other mandated employee benefits, and any non-obligatory fringe benefits. NYU will not be liable for any such employment matters or for any other debts, obligations, or liabilities of Contractor.

5. Confidentiality.

A. Contractor will hold in confidence and will not directly or indirectly disclose to any person or use for its own benefit any information provided by NYU or otherwise obtained or developed by Contractor as a result of this Agreement that is confidential or proprietary, whether written, verbal, or in any other form, including without limitation any information that relates to the employees, students, research and development, plans, business affairs, finances, fundraising,

marketing, property, records, contracts, processes, techniques, inventions, trade secrets, or know-how of NYU ("**Confidential Information**"). Contractor will only disclose the Confidential Information to those of its employees who need to know such Confidential Information in order for Contractor to carry out its obligations under this Agreement, provided that such employees have been informed of such confidentiality obligations. Upon termination of this Agreement, Contractor will, at NYU's option, either return to NYU all Confidential Information and any copies or will destroy such Confidential Information and copies and certify such destruction in writing to NYU. Contractor acknowledges that the loss arising from a breach of these confidentiality obligations cannot adequately be compensated solely by money damages and will cause NYU to suffer irreparable harm such that a remedy at law for breach would not be adequate, and that NYU will be entitled to injunctive relief for such breach in addition to all other available remedies.

B. These obligations of confidentiality will not apply to information that (a) is or comes to be in the public domain other than as a consequence of a breach of this Agreement by Contractor, (b) at the time of disclosure and as demonstrated by contemporaneous written records of Contractor, was known to Contractor through lawful means, (c) is obtained by Contractor after the time of disclosure from a third party who is free to make such disclosure without restriction, (d) was independently developed by an employee of Contractor that has not had access directly or indirectly to Confidential Information, and which independent development can be substantiated by contemporaneous written evidence or (e) is disclosed pursuant to a lawful order or requirement of a court or regulatory agency; provided, that Contractor has given prompt written notice to NYU to enable NYU to seek a protective order or otherwise prevent or restrict such disclosure and, in the event that NYU is unable to prevent or restrict such disclosure, has only disclosed that portion of the Confidential Information that it is legally required to disclose.

6. Ownership. The results and proceeds of Contractor's Services (collectively, the "**Work Product**"), including all US and foreign copyright, patent, trademark, trade secret, and all other intellectual property or proprietary rights (the "**Intellectual Property Rights**"), will be the sole and exclusive property of NYU. All elements of the Work Product that are protectable by copyright will be considered "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101 et seq. To the extent that any Work Product does not constitute a work made for hire, or to the extent that ownership of any rights do not otherwise automatically vest in NYU, Contractor hereby assigns to NYU all right, title, and interest that Contractor may have or acquire in all Work Product, including all Intellectual Property Rights, and any related registrations or applications. Upon NYU's request, Contractor will provide such cooperation as NYU may reasonably request to confirm, obtain, register, transfer, and preserve in the name of NYU or its designee the Work Product and to assist in any proceeding or litigation relating to the Work Product.

7. Insurance.

A. Contractor will procure and maintain at its expense: (i) Commercial General Liability Insurance with a combined bodily injury (including death), personal injury, and property damage limit of at least \$2,000,000 per occurrence, including at least the following coverages, and without exclusion of coverage for Sexual Abuse and Molestation: (a) Broad Form Blanket Contractual Liability for liability assumed by Contractor under this Agreement; (b) Broad Form Property Damage; (c) Personal Injury Liability A, B, and C with employees' exclusion void; and (d)

Products Liability and Completed Operations; (ii) Workers' Compensation Insurance as required by applicable law and Employers' Liability Insurance with a limit of at least \$1,000,000 for each occurrence for all such employees not otherwise protected by Workers' Compensation Insurance; (iii) Professional Liability (Errors and Omissions) Insurance; (iv) Cyber Risk Coverage, of at least \$2,000,000 per occurrence; and (v) Auto Liability Insurance of at least \$2,000,000 per occurrence for all vehicles used in connection with this Agreement.

B. The Commercial General Liability Insurance policy will be endorsed to: (i) include NYU as an additional insured; (ii) provide that any notice Contractor gives its insurer of a claim, suit, proceeding, or occurrence resulting from, arising out of, or occurring in connection with this Agreement will also be deemed by that insurer as a notice from NYU as additional insured; (iii) state that any "other insurance" provisions in the policy will not apply to NYU and that Contractor's insurance will be primary of any similar insurance carried by NYU; (iv) state that the insurer will take no recourse against NYU for payment of premium or for assessments of any kind; (v) provide that any deductibles in the policy will be assumed entirely by Contractor, at its sole risk; and (vi) state that the insurer has no right of recovery or subrogation against NYU.

C. Contractor will be contacted by NYU's insurance certificate monitoring company to submit a certificate of insurance evidencing the coverage described above to the following email address: nyu@ebix.com or by mail: Ebix RCS, PO Box 100085 U2, Duluth, GA 30096. Each certificate shall state (i) the types of insurance and the amounts of coverage; (ii) the effective date and the date of expiration of the policies; (iii) that notice of cancellation shall be provided in accordance with the policy provisions; and (iv) the interest of NYU as an additional insured under the appropriate coverage. Questions on submissions should be directed to the certificate monitoring company, Ebix RCS: Phone: (951) 925-2854; nyu@ebix.com.

D. If Contractor fulfills any of the insurance requirements set forth in this Agreement by the use of a claims made policy, Contractor will keep that policy in effect for at least three (3) years after the conclusion of this Agreement, and, if such claims made policy is cancelled during that three (3) year period, Contractor will purchase discovery period coverage for the remainder of such period.

8. Indemnification.

A. Contractor will defend and indemnify NYU, its affiliated entities, and their respective trustees, directors, officers, employees, students, and representatives (each an "**Indemnified Party**") from and against all claims, demands, suits, proceedings, investigations, losses, liabilities, damages, settlements, judgments, interest, penalties, and expenses of any kind, including court costs and reasonable attorneys' fees, relating to both direct claims and third party claims, arising out of or relating to (i) the acts or omissions of Contractor in connection with this Agreement or (ii) Contractor's breach of any of the terms of this Agreement or any applicable law or regulation.

B. With respect to any third party claim subject to indemnification, Contractor will assume the defense of such claim with counsel reasonably acceptable to NYU. In defending such claim, Contractor will consult with NYU and keep NYU reasonably informed of all material matters relating to the defense of such claim. NYU may participate in the defense and settlement of such

claim with counsel of its own choice and at its own expense. Contractor will not agree to any compromise or settlement of such claim without NYU's prior written consent. NYU may assume exclusive control of the defense of any such claim, without limiting any of its rights to indemnification under this Agreement, in the event that: (i) Contractor fails to promptly assume the defense of such claim and defend such claim diligently and in good faith, (ii) the claim seeks only injunctive or other equitable relief against the Indemnified Party, (iii) NYU reasonably believes a conflict exists that will prevent Contractor from adequately representing the interests of the Indemnified Party; or (iv) the claim involves other proceedings or investigations that are not covered by Contractor's indemnification obligations under this Agreement.

9. Use of Name. Contractor will not use any name, logo, trademark, or other designation of NYU or its affiliates, or any of their respective schools, colleges, divisions, departments, or other units, for any purpose, including without limitation in any marketing, advertising, or publicity materials, without NYU's prior written consent.

10. Notices. All notices under this Agreement will be given in writing either by personal delivery, by a reputable national or international delivery service (such as UPS or FedEx), or by certified or registered mail, Return Receipt Requested (or foreign equivalent). The effective date of any such notice will be: (i) if personally delivered or delivered by delivery service, the date of such delivery, or (ii) if delivered by certified or registered mail, seven (7) days after the date on which such notice or communication is deposited with the relevant postal service. Notice will be provided as follows:

If to NYU:

DR. ANNA HARVEY
NYU DEPARTMENT OF POLITICS
19 W. 4th STREET
NEW YORK, NY 10012

With a required copy to:

New York University
Office of the General Counsel
70 Washington Square South, 11th Floor
New York, NY 10012
Attention: General Counsel

If to Contractor:

RAYMOND KIDDY
1187 LAURIE AVE
SAN JOSE, CA 95125

or to such other address as either party may furnish to the other in writing in accordance with this Section.

11. Data Protection.

A. Contractor will: (i) comply with all applicable laws, rules, and regulations relating to privacy and data protection, including without limitation, the Family Educational Rights and Privacy Act of 1974, the EU General Data Protection Regulation, the Health Insurance Portability and Accountability Act of 1996, the Gramm–Leach–Bliley Act, and the Payment Card Industry Data Security Standard; (ii) implement and document appropriate physical, technical, and organizational measures that are no less rigorous than accepted industry practices to protect Personal Data (as defined below) against accidental or unauthorized access, alteration, destruction, disclosure, or use; (iii) maintain and comply with a comprehensive written privacy and information security program designed to preserve the confidentiality, integrity, and availability of Personal Data; (iv) use the Personal Data solely for the purpose of performing its obligations under this Agreement; (v) notify NYU promptly, and in all cases within forty-eight (48) hours, of any actual or suspected accidental or unauthorized access, acquisition, alteration, destruction, disclosure, or loss of Personal Data (“**Security Incident**”), including the details of such Security Incident and the actions being taken by Contractor to mitigate and remediate such Security Incident; and (vi) promptly return or destroy all Personal Data and any copies upon the request of NYU. For purposes of this Section, “**Personal Data**” means any information provided by NYU or on NYU’s behalf to Contractor or that is obtained or otherwise processed by Contractor in connection with this Agreement that relates to a specific natural person who can be identified, directly or indirectly, such as by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

B. In the event of a Security Incident, NYU will have the sole discretion to determine whether to notify affected individuals or government authorities. Contractor agrees to assist and fully cooperate with any investigation of such Security Incident by NYU and to reimburse NYU for all reasonable costs incurred by NYU in connection with investigating such Security Incident and making any such notifications. Contractor shall not disclose any information related to a Security Incident to any third party without NYU’s prior written approval, except that Contractor may retain a third party subject to obligations of confidentiality to investigate or mitigate such Security Incident.

12. Student Records. To the extent that Contractor receives or otherwise has access to student-related records of NYU and personally identifiable information contained in such records (collectively, “**Student Records**”), Contractor agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively “**FERPA**”) and other applicable laws and accreditation standards applicable to Student Records. Without limiting the foregoing, Contractor agrees that (i) it is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of Student Records; (ii) it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Agreement or as otherwise authorized by NYU; and (iii) to the extent that NYU discloses Student Records to the Contractor under this Agreement, Contractor shall use and shall have access to the information only for the purposes for which disclosure is made. Further, Contractor agrees that to

the extent it rediscloses any Student Records to a subcontractor or other party (which it shall do only if permitted by law and this Agreement), it shall require such subcontractor or third party to comply with Contractor's obligations under this Section and Contractor shall at all times remain primarily liable for performance of all such obligations. Contractor acknowledges that it has reviewed NYU's FERPA Guidelines, which are available at www.nyu.edu/apr/ferpa.htm.

13. Protection of Minors. If the program or activity for which a NYU facility is being utilized involves the participation of minors (persons under the age of 18 who are not matriculated in a NYU degree granting program), then, as a condition of NYU permitting Contractor to access and use the facility for such program or activity, Contractor represents and warrants that Contractor has complied with NYU's Protection of Minors Policy (the "**Policy**") including, without limitation, registering Contractor's program or activity with NYU's Office of Youth Programs Compliance ("**OYPC**"), if necessary, and providing all required information and documentation to OYPC. The Policy is available at <https://www.nyu.edu/about/policies-guidelines-compliance/policies-and-guidelines/protection-of-minors-policy.html>. For any questions regarding the Policy please contact PeopleLink at askpeoplelink@nyu.edu or 212-992-LINK (5465).

14. Anti-Bribery and Corruption. Contractor (i) will comply with the US Foreign Corrupt Practices Act of 1977 ("**FCPA**") and all other applicable anti-bribery and corruption laws; (ii) will not take any action that would cause NYU to be in violation of any such laws; and (iii) will not directly or indirectly offer, promise, authorize, recommend, or give anything of value to anyone, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, and entertainment and travel expenses, and will ensure that those acting on its behalf, including but not limited to its principals, owners, officers, directors, employees, consultants, and agents, do not take any such actions, if intended, or could appear as intended, to induce or reward improper action or to obtain or retain an improper advantage for any person or entity. Contractor represents and warrants that (i) it has never violated the FCPA or any other applicable anti-bribery and corruption laws; and (ii) it is not a government official or an immediate family member of a government official and none of its principals, owners, officers, directors, or senior managers are government officials or immediate family members of a government official. Contractor will promptly notify NYU in writing if any of the foregoing representations and warranties are no longer accurate.

15. Export Control. Contractor will (i) comply with all applicable export control and economic sanctions laws, including the US Department of Commerce's Export Administration Regulations (EAR), the economic sanctions programs administered by the US Department of Treasury, and the International Traffic in Arms Regulation (ITAR) administered by the US Department of State, (ii) not take any action that would cause NYU to be in violation of any applicable export control or economic sanctions laws; (iii) obtain and maintain, and furnish to NYU upon request, all permits, licenses, approvals, certificates, and other documents required by applicable export control or economic sanctions laws; and (iv) not disclose or provide to NYU any data or technology subject to the licensing provisions of ITAR or EAR, without prior written approval by NYU. Contractor represents and warrants that (a) it is not an entity organized under the laws of, or an agency or representative of the government of, any sanctioned country and (b) neither Contractor nor its principals, owners, officers, directors, managers, or any subcontractor under this Agreement are identified on any list of restricted parties maintained by the US

government or other applicable government, including the Specially Designated Nationals List administered by the US Treasury Department's Office of Foreign Assets Control.

16. Website Accessibility. To the extent that the Services include the development or provision of online content or functionality for any NYU programs, services, or activities, such content and functionality will be accessible to individuals with disabilities as measured by conformance with the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, with the exception of audio description. Upon request, Contractor will provide information about conformance of such content and functionality with applicable accessibility standards via the Voluntary Product Accessibility Template (VPAT). Contractor agrees to promptly respond to and resolve any reasonable complaint regarding accessibility of such content and functionality.

17. Non-Discrimination. NYU is an equal opportunity employer and federal contractor or subcontractor. Consequently, NYU and Contractor agree that, as applicable, they will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which (i) prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities; (ii) prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin; and (iii) require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. NYU and Contractor also will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

18. Subcontracting. Contractor will not subcontract any of its obligations under this Agreement without the prior written approval of NYU. Contractor will enter into a written agreement with any approved subcontractor requiring such subcontractor to comply with the terms of this Agreement to the same extent as Contractor, including without limitation the confidentiality provisions. Contractor will remain primarily liable to NYU for any noncompliance with the terms of this Agreement by its approved subcontractor.



19. Survival. Each party's obligations under the following provisions will survive expiration or earlier termination of this Agreement: Sections 1(B) (Representations and Warranties), 4 (Status of the Parties), 5 (Confidentiality), 6 (Ownership), 7 (Insurance), 8 (Indemnification), 9 (Use of Name), and 11 (Data Protection). Any other provisions which, by their nature, are intended to survive termination or expiration of this Agreement will also survive.

20. Governing Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to principles relating to conflicts of law.

21. Jurisdiction. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York will have exclusive jurisdiction over the parties with respect to any dispute, controversy, or claim between them arising out of or relating to this Agreement and, by execution and delivery of this Agreement, the parties to this Agreement submit to the jurisdiction of those courts.

22. Miscellaneous. This Agreement will be binding on the parties and their respective successors and permitted assigns. No party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement is not for the benefit of any third party. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered will together constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties regarding its subject matter, and it supersedes all prior and collateral negotiations, agreements, and understandings between the parties, whether written or oral, regarding the subject matter. Neither this Agreement nor any provision of this Agreement may be modified or waived except by a written instrument signed by all parties. Any waiver of any provision of this Agreement in one or more instances will not be construed as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. If any provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

23. Health and Safety; COVID-19. Contractor shall ensure that all of its employees, contractors, and agents who access NYU buildings comply with all applicable health and safety requirements established by NYU in connection with the COVID-19 pandemic, including with respect to: sponsorship and pre-approval for building access; COVID-19 vaccination and booster requirements; mask wearing; use of the daily screener; COVID-19 testing; and social distancing. Current information about NYU's COVID protocols for campus visitors can be found at <https://www.nyu.edu/life/safety-health-wellness/coronavirus-information/campus-visitors.html>. Contractor acknowledges that such requirements may be modified from time to time in accordance with evolving public health guidelines, legal requirements, and NYU policies, and that Contractor shall be responsible for checking current requirements prior to accessing NYU buildings.

The parties signing this Agreement as of the date stated in the introductory clause.	
NEW YORK UNIVERSITY	CONTRACTOR
By: 	By:  GANYMEDE RESOURCES, CORP
Name: Anna Harvey	Name: Raymond Kiddy
Title: Professor of Politics; Affiliated Professor of Data Science and Law; Director, Public Safety Lab.	Title: Independent Contractor EIN: 85-0564276
Date: March 16 th , 2022	Date: March 16 th , 2022