

ACCESS SCHEDULE

Company represents, warrants, and covenants that:

1. Company's personnel shall comply with M&T's physical and computer security regulations and procedures applicable to each location or system access. Any access granted to Company, or Company's personnel or Subcontractors, shall be used only for the purposes of performing Company's obligations required under this Agreement and Company agrees that it, and its personnel and Subcontractors, will not access any portion of M&T's computer systems other than is absolutely necessary to perform the Company's obligations required under this Agreement and will not interrupt, or attempt to interrupt, the operation of M&T's computer systems or operations.
2. Company's personnel, when deemed appropriate by M&T in its sole discretion, may be issued or assigned a badge, user code(s), identification numbers, passwords, log-in credentials, or other materials authorizing access to secure facilities or computer systems ("Access Materials"). All Access Materials shall be deemed M&T Confidential Information. Company shall take appropriate steps to protect the use of Access Materials, and M&T shall provide all reasonable assistance required for such protection including changing Access Materials at the request and expense of Company. Company's personnel shall surrender all Access Materials upon M&T's request or upon termination of this Agreement. Company shall take appropriate steps to protect the use of Access Materials. Company will not duplicate Access Materials and will use its reasonable best efforts to safeguard the same against loss, unauthorized use, or unauthorized access. Company will immediately report to M&T any loss of, unauthorized use of, or unauthorized access to Access Materials. Company will reimburse M&T upon presentment of an invoice therefor, for all costs that may result from the loss of Access Materials, including re-keying and changing locks. Company will reimburse M&T for any false (security, fire, smoke, etc.) alarms caused by Company's access to M&T's physical facilities.
3. Without limiting M&T's audit rights under the Agreement, M&T shall be entitled to investigate or audit at any time Company and its personnel's use of the M&T systems and facilities and information for purposes of determining whether there has been any unauthorized access. Company shall cooperate with M&T in connection with any such investigation or audit. Company shall cooperate with M&T in any other investigation by M&T relating to any apparent unauthorized access or any apparent unauthorized release by Company of M&T's Confidential Information. In addition, Company shall, upon the written request of M&T, confirm in writing that neither Company nor its personnel have used information of M&T in any manner other than as authorized under this Agreement.
4. Company will take all steps reasonably necessary to prevent any unauthorized access to, or Malicious Code contamination of, M&T's computer systems through the access provided to Company under this Agreement. Upon request from M&T, Company shall provide M&T with such documentation and information that M&T deems necessary to assess the sufficiency of the steps Company has taken to prevent unauthorized access and/or contamination. If Company learns of any unauthorized access to, or Malicious Code contamination of, M&T's computer systems, it will (i) immediately notify M&T of such unauthorized access or contamination and (ii) investigate such unauthorized access or contamination and, in consultation with M&T, take all appropriate actions to mitigate any risk or damage to M&T's information or computer systems.
5. Specific information on known hazards, safety requirements, and emergency procedures, associated with work areas or operations in which the Company will be involved can be obtained upon request through M&T's personnel. Company will treat this information as proprietary.
6. Company hereby waives, for itself and its parent, subsidiaries, affiliates, successors, assigns, and Subcontractors, any and all rights that it might otherwise have to any recovery from M&T whether for Damages or otherwise, if Company or its personnel or Subcontractors shall suffer any personal injury or property damage in performing under this Agreement.
7. To the fullest extent permitted by law, Company shall indemnify, defend and hold harmless each M&T Indemnified Party from and against any and all Damages arising from or relating to Company's access to M&T Data or M&T systems, or arising from use of the Access Materials.
8. Within 24 hours of its discovery, Company will deliver a written report to M&T of any violation of these rules.