



**STATE OF ALABAMA
SUPPLIER AGREEMENT for
STATEMENT OF WORK SERVICES CONTRACT**

THIS AGREEMENT ("Agreement"), made on ____ ("Effective Date"), by and between COMPUTER AID, INC., with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 ("Contractor") and _____, with offices at _____ ("Supplier"). Each of Supplier and Contractor may be referred to herein individually as a "Party" and both Supplier and Contractor may be referred to herein jointly as the "Parties."

WITNESSETH

WHEREAS, the Contractor has entered into a contract with the State of Alabama (the "Customer") to provide milestone and fixed-price deliverable based project services through the Participating Addendum #22PSX0086PA-AL (Participating Addendum) to NASPO ValuePoint Master Agreement #22PSX0086AA ("Contract") and has hereby incorporated into this Supplier Agreement (contracts can be viewed at <https://www.cai.io/services/contingent-workforce-solutions/alabama>); and

WHEREAS the Contractor wishes to hire the Supplier to perform certain information technology fixed-price project services on an as-needed basis relating to the Contractor's obligations under the Participating Addendum and Contract with the Customer; and

WHEREAS to ensure compliance with the Contract, the Supplier acknowledges and agrees to the terms set forth in Exhibit A: Participating Addendum and CT IT Managed Services Provider Flow Down Clauses, which is attached hereto and incorporated by reference as if fully set forth herein; and

WHEREAS the Supplier has agreed to abide by the provisions set out in Exhibit B: Terms and Conditions in the performance of any future work performed under this Agreement;

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. ORDER OF PRECEDENCE

In the event of a conflict among the terms (excepting any provisions relating to the term or governing law of this Supplier Agreement, for which this Supplier agreement controls) among the documents governing the performance of services under this Agreement, the following order of precedence shall apply, in descending order of priority:

- i. **The Alabama Participating Addendum** (Participating Addendum No. 22PSX0086PA-AL), including all exhibits, attachments, and amendments thereto;
- ii. **The NASPO ValuePoint Master Agreement** (Master Agreement No. 22PSX0086AA), including all exhibits and amendments thereto;
- iii. **This Supplier Agreement**, including all exhibits, attachments, and incorporated statements of work;
- iv. **Any mutually executed Statement of Work (SOW)**, or Purchase Order issued under this Agreement;
- v. **Contractor's proposal(s)** or response(s) to the Master Agreement solicitation, to the extent incorporated by reference;
- vi. **Any other documents expressly incorporated by reference into this Agreement or its attachments.**

In the event of a conflict within a single document, specific terms and conditions shall take precedence over general terms and conditions. Notwithstanding the foregoing, any terms of this Agreement that are inconsistent with Alabama law, including but not limited to provisions governing indemnification, venue, choice of law, and limitation of remedies, shall be deemed modified to the extent necessary to comply with applicable law.

2. SURVIVAL OF TERMS



The termination or expiration of this Agreement shall not affect the rights or obligations of either party that have accrued prior to such termination or expiration. In addition, any provisions of this Agreement that by their nature are intended to survive, including but not limited to those relating to **confidentiality, intellectual property ownership, data protection, public records, indemnification, limitation of liability, dispute resolution, audit rights, compliance with law, and payment obligations**, shall survive termination or expiration of this Agreement and remain in full force and effect.

3. INFORMATION TECHNOLOGY SERVICES

On the terms and conditions set forth herein, Contractor hereby engages Supplier to perform information technology services on a milestone and fixed-price deliverable basis for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Supplier hereby accepts such engagement. Supplier agrees to use their best efforts, at a level consistent with entities having a similar level of experience and expertise in the IT industry, in the performance of the services referenced hereunder. Upon selection by Contractor, in its sole discretion, for any one or more Statements of Work (SOW), Contractor shall provide Supplier with the required information for each requisition in accordance with the procedures set forth in Exhibit C – Fixed-Price Services Requisitioning Process, summarized below.

Milestone and Fixed-Price Deliverable Based Statement of Work **Project Services** – Requisitions will include the following information:

- i. description of the scope of services to be provided;
- ii. description of the team performing the work;
- iii. description of the Solution which meets the requirements set forth by the Customer;
- iv. description of each deliverable and acceptance criteria for each deliverable; delivery schedule and the fixed price deliverable payment amounts.

4. TERM OF AGREEMENT

The Term of this Supplier Agreement shall be one (1) year. This Supplier Agreement will renew automatically for a period of one (1) year at the end of each Term. Any termination by Supplier shall require Supplier to end any active SOW as of the termination date.

- i. Notwithstanding any termination of this Agreement, any provisions that create a right of action by one Party against the other will survive the termination of this Agreement.

5. COMPLIANCE

The parties acknowledge that their relationship under this Agreement is that of independent contractors and not of employer-employee, principal-agent, or joint venturers. Nothing in this Agreement shall be construed to create any employment, partnership, joint venture, fiduciary, or agency relationship between the parties.

Each party represents and warrants that it is a duly organized and validly existing legal entity and shall always perform its obligations under this Agreement as an independent contractor, notwithstanding any degree of direction or control exercised by the other party in relation to the results to be achieved.

Each party shall be solely responsible for the payment and reporting of all applicable federal, state, and local taxes, including without limitation income taxes, employment taxes, social security, workers' compensation, unemployment insurance, and any other withholdings or obligations applicable to its own employees, agents, or subcontractors. Each party shall pay its personnel in a timely manner, and failure to do so shall constitute a material breach of this Agreement.

Each party agrees to indemnify, defend, and hold harmless the other party, including its officers, employees, and agents, from and against any and all claims, suits, liabilities, costs, or expenses (including reasonable attorney fees) arising out of or related to:

- i. any assertion of an employment relationship between the indemnifying party (or its subcontractors or personnel) and the other party;
- ii. failure by the indemnifying party to pay wages, benefits, or applicable taxes; or
- iii. any claims under workers' compensation, unemployment insurance, or employment laws related to its personnel.

6. INSURANCE REQUIREMENTS



Supplier shall purchase and maintain the following insurance coverages:

Type of Insurance	Limit	Endorsement*
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Additional Insured Waiver of Subrogation
Worker's Compensation and Employer's Liability	\$1,000,000 per accident for bodily injury by accident \$1,000,000 policy limit by disease \$1,000,000 per employee for bodily injury by disease	Waiver of Subrogation
Commercial Auto Liability <i>(if vehicles will be utilized)</i>	\$1,000,000 combined single limit	Additional Insured
Professional Liability / Errors and Omissions	\$5,000,000 per claim	
Crime Liability	\$25,000 per loss	Including 3 rd Party Coverage
Cyber / Network Privacy Liability	\$3,000,000 per claim for wrongful acts	

*See paragraphs below for full requirements.

- i. Commercial General Liability Insurance written on an occurrence from including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury, and contractual liability pursuant to policy terms and conditions with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall include Customer, CAI, subsidiaries, directors, officers and employees as additional insured with respect to liability arising from Supplier's provision of services pursuant to this agreement on a primary/non-contributory basis including ongoing and completed operations. A waiver of subrogation must be included.
- ii. Workers' Compensation & Employer's Liability covering all Supplier employees in accordance with applicable Statutory, federal or other legal requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident for bodily injury by accident, \$1,000,000 policy limit by disease and \$1,000,000 per employee for bodily injury by disease, or as may be legally required, whichever is greater. A waiver of subrogation must be included.
- iii. Commercial Automobile Liability, when vehicles are used in the performance of this contract, covering bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$1,000,000 per accident. The policy shall include Customer, CAI, subsidiaries, directors, officers and employees as Additional Insured for liability arising from services pursuant to this Agreement.
- iv. Professional Liability/Errors and Omissions coverage as applicable of not less than \$5,000,000 per claim and aggregate. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with this Agreement shall be maintained for a period of at least five (5) years after the expiration or termination of this Agreement subject to continued commercial availability of reasonable terms and conditions. .
- v. Crime Coverage to include employee theft and third-party coverage of not less than \$25,000 per loss. Such policy must include coverage for loss of money securities or other property owned by CAI or third-party Client as



applicable and in Suppliers care, custody or control through any fraudulent or dishonest act committed by any Supplier employee, whether acting alone or in collusion with others. Policy must include coverage for theft of Client's property while on Client premises

- vi. Privacy & Security (Cyber) Liability with a \$3,000,000/ \$3,000,000 Limit per claim for wrongful acts and in the aggregate to include third party coverage. Such policies shall cover the Company, its agents, or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils: unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information (personal and commercial information) from disclosure, and incident notification costs, whether or not required by statute.
- vii. A thirty (30) day advance notice of cancellation shall be provided to CAI and Customer. CAI shall be listed as the Certificate Holder reflecting the following details:

Computer Aid, Inc.
Attn: Insurance Department 1390
Ridgeview Drive
Allentown, PA 18104

Supplier shall provide redacted insurance policies, coverage forms, or endorsements upon request by CAI or the Customer. Redaction shall be limited to:

- i. proprietary pricing information.
- ii. personally identifiable information (PII);
- iii. Supplier business confidential information, including names of corporate officers, internal contact details, and compensation or financial arrangements not relevant to the coverage being verified; and
- iv. any content protected from disclosure under applicable law.

The Supplier expressly agrees that failure to comply and maintain compliance with all insurance requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract.

The Supplier is prohibited from performing any work if Supplier has allowed any of the required insurance policies to lapse. These insurance requirements shall not in any way limit Supplier's indemnity obligations to CAI as set forth elsewhere in this Agreement, nor shall they relieve or decrease the liability of Supplier in any way. CAI does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Supplier's interests or liabilities. The Supplier is responsible at Supplier's sole expense for providing any additional insurance Supplier deems necessary to protect Supplier's interests.

7. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Contractor not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or because he or she is a protected veteran. It is also the policy of Contractor to take affirmative action to employ and to advance in employment, all persons regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or protected veteran status, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees and applicants of Contractor will not be subject to harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or because he or she is a protected veteran. Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law is prohibited.

Supplier agrees to adhere to non-discrimination policy equivalent to or exceeding that listed above.

8. REQUIRED TRAINING

Supplier agrees to complete:



- i. Training required by the Contractor, limited solely to the use of the Vendor Management System (VMS) and associated process documentation necessary for successful service delivery under this Contract; and
- ii. Any additional training reasonably required by the Customer, subject to the scope and relevance of the assignment.

All required training shall be completed prior to the start of any assignment and periodically thereafter as needed. Training shall be provided at no cost to the Contractor or Customer.

9. BACKGROUND CHECKS

The Customer reserves the right, in its sole discretion, to require that each Supplier resource assigned under the Contract successfully complete background checks identified in the VMS or project requirements document. Required background checks must be performed, kept current per requisition terms, and completed at no cost to the Customer or Contractor, unless otherwise noted in the VMS.

- i. Supplier may upload redacted background check results by redacting personally identifying information or;
- ii. In lieu of uploading background check results, the Supplier may provide a written attestation confirming that all required background checks have been conducted and are on file.

In either case the Supplier shall retain background check results and must make them available promptly upon request by CAI, the Customer, the Lead State, or the Participating Entity for audit or compliance purposes.

This approach does not waive the Customer's right to review original background check records or require more stringent procedures as determined necessary.

10. E-VERIFY UTILIZATION

Supplier is required by the Security and Immigration Compliance Act (O.C.G.A.) 13-10-91 et. Eq. to enroll in and utilize the E-Verify system to ensure its resources are eligible to work within the United States. All staff assigned to the awarded project must successfully clear E-Verify and results must be made available via upload into the VMS upon request. Supplier shall be responsible for all costs resulting from the utilization of E-Verify.

11. VISAS AND WORK AUTHORIZATION

Supplier must ensure that employees always have valid Visa Status and legal Work Authorization while engaged under this Agreement. If an employee's Work Authorization expires, they must cease all work under this Agreement and Supplier must notify Contractor with as much notice as possible but not less than ten (10) workdays before work authorization expires. Any failure to maintain valid Work Authorization will result in removal of the employee and may result in the cancellation of this Agreement for breach.

12. REQUIREMENT TO READ, WRITE, SPEAK, AND COMPREHEND THE ENGLISH LANGUAGE

Supplier shall ensure that all personnel assigned to perform services under this Agreement possess sufficient proficiency in reading, writing, speaking, and comprehending the English language to effectively carry out their duties, understand contractual and technical documentation, and communicate with CAI and/or the Customer as required for successful delivery of services.

In the event the Supplier fails to meet this requirement, as determined in the Customer's sole discretion, the Supplier shall promptly remove and replace the non-compliant personnel and shall refund any fees, wages, or costs incurred by CAI or the Customer related to such personnel's assignment.

13. USE OF VMS

Supplier agrees to exclusively use the provided Vendor Management System (VMS) when responding to requisitions for SOWs and accurately enter all requested data and attachments. Supplier understands that failure to comply with VMS use requirements will be considered a breach of this agreement and may result in disciplinary action, termination of the engagement, and/or termination of this Agreement.

14. ADDITIONAL ONBOARDING REQUIREMENTS

Certain SOWs awarded through the Contract may require additional onboarding items and compliance with position-specific policies, such as a copy of professional license(s). These additional onboarding items shall be maintained and



remain current as per the requisition at no cost to Customer or Contractor. These items shall be noted within the VMS. Supplier shall ensure that its resources performing for assignment will comply with all additional onboarding items and position-specific policies. Failure to meet additional onboarding requirements when requested will be considered a breach of this agreement. The Supplier is responsible for the costs of all additional onboarding requirements deemed necessary by the Customer unless otherwise noted on the requirement in the VMS.

15. REPORTING OF CRIMINAL MATTERS

Supplier is required to report to the Contractor any criminal matter to which it has been made aware in which the Staff assigned to Customer has been involved. Criminal matters requiring reporting include an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld and regardless of whether the criminal matter occurred within or outside the workplace. Supplier is required to report criminal matters to the Contractor Account Manager, of which it has knowledge, no later than one (1) Business Day after the occurrence of the event (if on Supplier premises) or of Supplier's receiving knowledge of the event. The Contractor shall notify the Customer no later than one (1) Business Day after the reporting by Supplier of any criminal matter.

16. CONTRACT DOCUMENTATION

Supplier must maintain required contract documentation, as outlined in the Contract's posted "Criteria for Participation," throughout the term of this Agreement. Additionally, Supplier must monitor the status of any and all optional contract documentation, such as Disadvantaged Business certifications, and immediately inform Contractor upon expiration of this documentation. Should contract documentation expire and, Supplier fails to provide updated documentation, or Supplier fails to inform Contractor of the expiration of this documentation, Contractor reserves the right to terminate this Agreement and remove Supplier from the Contract vendor network.

17. COMPENSATION: FIXED PRICE STATEMENT OF WORK (SOW) SERVICES:

Contractor agrees to pay Supplier the fixed price deliverable rates set forth in the selected SOW less the MSP fee of 1.7% and the Alabama administrative fee of 2% for a total contract fee of 3.7% for all deliverables approved by the Customer within the VMS. The price of the deliverables in the Supplier's SOW must include these fees. Supplier must submit invoices for milestones or deliverables within the VMS for Customer approval once completed. The milestone or deliverable will not be considered valid until the invoice has been approved by the Customer within the VMS.

Fixed Price Statement of Work (SOW) Services: Payment terms are seven days from the receipt of payment from Customer, and receipt of valid invoice for Customer approved milestones or fixed price deliverables, whichever comes later provided, however, that if payment is withheld from Contractor as a result of an issue other than an incorrect invoice or a failure of Supplier to provide the services as required under the SOW, payment is due within thirty (30) days of Contractor's receipt of Supplier's invoice. Contractor shall use its best efforts to invoice the Customer within seven (7) days from the receipt of a valid invoice from the Supplier. The Contractor will use commercially reasonable methods to enforce payment from the Customer.

All services provided by the Supplier under this Agreement must be performed in a manner to reasonably satisfy the requirements set forth in the SOW, as determined at the discretion of the Customer representative and in accordance with acceptance criteria set out in the SOW. Supplier shall comply with all federal, state, local laws, ordinances, rules, and regulations applicable to Supplier in its performance of the services hereunder. Customer shall not be required to pay for work found to not satisfy the requirements set forth in the SOW.

18. AUDIT REQUIREMENTS

Supplier shall maintain complete and accurate books, records, documents, work reports, timekeeping records (if applicable), and other evidence pertaining to all services performed and costs incurred under this Agreement, including under any Statement of Work ("SOW"), for a period of **four (4) years** from the date of final payment under the applicable SOW.

The **Customer**, the **Contractor**, and any duly authorized representatives of a **Participating Entity, the Lead State, or federal agencies (including the U.S. Comptroller General or federal grant-awarding entities)** (each, an "Auditing Entity") shall have the right, at reasonable hours and with at least twenty-four (24) hours' notice, to inspect, audit, and examine all parts of the Supplier's or its subcontractors' places of business and relevant records that in any way relate to performance or invoicing under this Agreement. If fraud, waste, abuse, or an emergency is suspected, advance notice is not required.



Supplier shall make such records available at their offices or electronically, and furnish copies at **no cost** to the Auditing Entity upon request. Supplier shall cooperate fully with any audit or inspection and, if requested, participate in an exit conference to address preliminary findings.

If an audit reveals that Supplier has overcharged or failed to meet its contractual obligations, and the Customer or Contractor determines in its sole discretion that a breach has occurred, the Supplier shall reimburse any disallowed costs within thirty (30) days of written demand. Failure to do so may result in offset from future payments or other remedies under the Agreement.

If, under applicable federal law, Supplier is determined to be a **subrecipient** rather than a contractor (as defined in 2 CFR § 200.330), and if required by 2 CFR § 200.500 et seq., Supplier shall arrange for a **financial and compliance audit** conducted in accordance with the requirements of Subpart F of the Uniform Guidance.

Supplier shall incorporate this clause in its entirety into all subcontracts or agreements with subcontractors performing services under this Agreement.

19. INDEMNIFICATION

Refer to Exhibit A: Participating Addendum and CT IT Managed Services Provider Flow Down Clauses for Indemnification terms in the AL Participating Addendum and the CT Contract.

20. OWNERSHIP OF WORK PRODUCT AND PUBLIC RECORDS

20.1 Ownership of Work Product and Deliverables

All materials, reports, data, deliverables, software, documentation, and other work product (collectively, “Work Product”) prepared, developed, modified, or created by the Supplier (including its employees, agents, subcontractors, and representatives) under this Agreement or any related Statement of Work or subcontract shall be deemed “works made for hire” and shall become the sole and exclusive property of the State of Alabama or the applicable Purchasing Entity upon final acceptance and full payment. To the extent any Work Product is not deemed a work made for hire, Supplier hereby irrevocably assigns, transfers, and conveys all right, title, and interest, including all intellectual property rights, in and to such Work Product to the State of Alabama or the Purchasing Entity without further consideration.

20.2 Assignment and Further Assurances

Supplier shall perform such acts and execute such documents as may be reasonably necessary to evidence or perfect the assignment of rights in the Work Product, including without limitation further written assignments in a form requested by the State or Contractor.

20.3 Supplier Materials Embedded in Deliverables

To the extent any preexisting intellectual property of the Supplier—including materials created prior to or independently of this Agreement or tools developed for use in service delivery (collectively, “Supplier Materials”)—is embedded in the Work Product or Deliverables, the Supplier grants the State of Alabama or Purchasing Entity a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to use such Supplier Materials solely as necessary to use and benefit from the Deliverables for internal government purposes. This license shall survive termination or expiration of this Agreement and shall not be revocable except for cause.

20.4 Ownership and Integrity of Public Records

The Supplier acknowledges that it may access, create, modify, or possess public records as defined under applicable state laws, including Ala. Code § 41-13-1 et seq. and Conn. Gen. Stat. §§ 4d-33 and 4d-34, incorporated through the NASPO Master Agreement. In accordance with applicable law and this Agreement:

- i. Supplier shall not obtain or assert any ownership or other property interest in public records, including those it may create, receive, or modify in the performance of this Agreement.
- ii. Supplier shall not impair the integrity, accuracy, availability, or completeness of such public records.
- iii. All public records in Supplier’s or its subcontractors’ possession shall remain the sole property of the State of Alabama or the applicable Purchasing Entity at all times.
- iv. Upon expiration or termination of this Agreement, or upon written request, Supplier shall return or securely destroy all such public records in accordance with State direction and certify such action in writing.



20.5 Subcontractor Flow Down

Supplier shall incorporate the substance of this clause into all subcontracts and third-party agreements under this Agreement where Work Product, Deliverables, or public records may be created, accessed, or stored. Supplier shall remain fully responsible for its subcontractors' compliance with these obligations.

20.6 Supplier Warranty

Supplier represents and warrants that it owns or has valid licenses for all software and intellectual property it provides or uses in the performance of its obligations under this Agreement and that the Deliverables, including any embedded Supplier Materials, do not infringe upon any third-party intellectual property rights.

21. PROTECTION OF PROPRIETARY MATERIALS

21.1 Definition of Confidential Information

As used in this Agreement, "**Confidential Information**" means all non-public information disclosed or made available by Contractor or Customer to Supplier, whether orally, visually, electronically, or in writing, including but not limited to Trade Secrets, Proprietary Information, and Work Product.

- i. "**Trade Secrets**" shall include, but not be limited to, any whole or partial portion or phase of scientific or technical information, design, process, procedure, formula, business plan, or improvement relating to the development, design, construction, or operation of the Contractor's or Customer's processes or offerings that is valuable and not generally known to competitors.
- ii. "**Proprietary Information**" shall include, but not be limited to, customer lists, pricing (including Supplier's pricing to Contractor), business strategies, sales and marketing plans, and strategic planning.
- iii. "**Work Product**" includes all deliverables and materials developed or generated by Supplier under this Agreement, whether or not reduced to tangible form, and regardless of media.

21.2 Confidentiality Obligations

From the effective date of this Agreement and for so long as the Confidential Information remains non-public or otherwise protected by applicable law, Supplier shall not use, disclose, or permit unauthorized access to any Confidential Information of Contractor or Customer, except:

- i. as expressly authorized in writing by Contractor or Customer, including by addendum, SOW, or other signed written approval; or
- ii. as required by law, regulation, or valid legal process, subject to the notice and cooperation provisions set forth below.

Supplier shall take all reasonable measures to safeguard the confidentiality of such information, at least equivalent to those it uses to protect its own proprietary information, and in no event less than a commercially reasonable standard of care. Supplier shall comply with the **Data Privacy and Security Addendum** attached hereto as **Exhibit D**, which is incorporated by reference.

21.3 Exceptions

The obligations under this section shall not apply to any information that the Supplier can demonstrate by competent written evidence:

- i. was publicly available at the time of disclosure or becomes publicly available through no fault of the Supplier;
- ii. was in the Supplier's possession prior to disclosure or independently developed without reference to the other party's Confidential Information;
- iii. was lawfully obtained from a third party not under a confidentiality obligation to the disclosing party; or
- iv. is required to be disclosed by law, regulation, or court order, **provided that**:
 - a. Supplier gives prompt written notice to the Contractor (to the extent legally permissible),
 - b. cooperates in seeking a protective order or other remedy,
 - c. and discloses only the minimum amount of information legally required, using best efforts to obtain confidential treatment for the disclosed material.



21.4 Protective Orders and Legal Process

If the Supplier is compelled to disclose (a) any Confidential Information, (b) the fact that Confidential Information was made available, or (c) any terms of the parties' relationship, it shall provide the Contractor with prompt written notice (to the extent legally permitted) so that the Contractor may seek a protective order or waive compliance with this Agreement. If no protective order is obtained, and no waiver is provided, Supplier shall disclose only that portion of Confidential Information that is legally required, and shall use best efforts, at the Contractor's expense, to secure confidential treatment of the disclosed information.

21.5 Injunctive Relief

Supplier acknowledges that a breach or threatened breach of this section may cause irreparable harm to Contractor or Customer for which monetary damages may be inadequate. Accordingly, Contractor shall be entitled to seek injunctive relief, specific performance, or other equitable remedies from a court of competent jurisdiction without the necessity of proving actual damages or posting bond, in addition to any other remedies available at law or in equity.

22. RETURN OF MATERIALS

Upon request of the Contractor, and in all cases upon the expiration or termination of this Agreement, the Supplier shall promptly return to the Contractor or Customer, as directed, all items provided or created in connection with the performance of services under this Agreement, including but not limited to: equipment, tools, consumables, memoranda, notes, records, drawings, manuals, computer software, data, and other documents or materials, as well as all copies thereof, regardless of medium or format. This includes, without limitation, any materials:

- i. Provided by the Contractor or Customer;
- ii. Were created by Supplier as part of the Deliverables;
- iii. Embody or reflect any Confidential Information, Trade Secrets, or Program Materials; or
- iv. Constitute **Public Records** as defined under applicable law, including Conn. Gen. Stat. § 4d-33 and Ala. Code § 41-13-1 et seq

All such materials shall be returned in good condition, securely packaged to prevent damage, and, where applicable, in a non-proprietary format (e.g., ASCII, TXT, CSV) accompanied by a complete list of applicable passwords, security credentials, and access codes. Public Records in electronic form must be delivered on electronic media or by secure digital transmission as directed by the Contractor or Customer.

Unless otherwise agreed in writing, all returns must occur within five (5) business days of request or termination, or within such shorter period as may be required by law, including Conn. Gen. Stat. § 4d-44. Contractor or Customer may specify the delivery location (F.O.B. destination).

Failure to return requested materials may result in Supplier being held liable for the replacement cost of unreturned items. If materials or equipment are not returned as required, the Contractor may issue an invoice to the Supplier for the cost of such items. The Supplier shall remit full payment within fourteen (14) calendar days of invoice receipt. If payment is not received within that time, the Contractor may deduct the invoiced amount from any amounts due to the Supplier under this Agreement or any associated Statement of Work.

Supplier may request in individual SOWs that Supplier be allowed to retain copies of select materials for their own records and work papers. Customer must approve this request for each SOW for which it is made.

This section shall survive expiration or termination of this Agreement.

23. PUBLICITY

Neither Party shall issue any news release, public announcement, job posting or other communication, advertisement or publicity whatsoever concerning this Agreement or the parties' relationship hereunder, or use the other Party's name, trademarks, service marks, tag lines or logos, without the prior written approval of the other Party, in that Party's sole discretion. Notwithstanding prior approval, Supplier hereby agrees to immediately cease using the name, logo and/or otherwise publicizing the relationship of the Parties and the Customer upon the written request of Contractor.

24. SCOPE OF AGREEMENT

The Supplier shall provide qualified personnel and accurate information in accordance with applicable professional



standards and industry best practices. The Supplier shall validate and verify each employee's technical skills as represented in their resume and as required for the assigned role, using reasonable and customary testing or screening methods.

The Contractor may request documentation to substantiate a resource's qualifications. If the Supplier fails to provide such documentation in a timely manner, the Contractor may delay submission of the corresponding Statement of Work (SOW) to the Customer until the documentation is received or the requirement is fulfilled by another supplier.

Failure by the Supplier to comply with this Section results in the Contractor being unable to meet project requirements or comply with this Agreement may result in a reduction in the use of the Supplier's services, removal from the vendor network, and/or termination of this Agreement.

25. TERMINATION

This Agreement shall terminate upon the expiration or earlier termination of the NASPO Master Agreement No. 22PSX0086AA or the Alabama Participating Addendum No. 22PSX0086PA-AL. Termination of either the Master Agreement or Participating Addendum shall result in the automatic termination of this Agreement ("co-termination") effective as of the termination date specified by the Lead State or Customer. Termination pursuant to this provision shall not be deemed a breach.

The Contractor may also terminate this Agreement or any associated Statement of Work ("SOW") for convenience upon written notice to the Supplier, including at the request or direction of the Customer.

25.1 Termination for Cause

In the event of a material breach by either party, the non-breaching party may terminate this Agreement or any SOW, in whole or in part, by providing thirty (30) days' advance written notice. The breaching party shall have the opportunity to cure within the notice period. If the breach is not cured to the satisfaction of the non-breaching party, termination will become effective at the end of the cure period.

Supplier shall be deemed in breach if it fails to perform any material obligation under this Agreement or any SOW and does not cure within the applicable notice period. In the event of a critical breach affecting security, compliance, or operational continuity, the Customer or Contractor may immediately terminate the SOW with reduced or no notice.

25.2 Termination for Non-Appropriation

If the Customer determines that sufficient funds are not appropriated or otherwise made available for continued performance, the Customer may terminate any SOW, in whole or in part, without liability except for payment of Services performed and Deliverables accepted prior to the termination date.

25.3 Supplier-Initiated Termination

The Supplier may terminate an SOW upon written notice to the Contractor if performance would, in Supplier's reasonable judgment, violate applicable law or professional independence obligations. Such notice must specify the legal or regulatory conflict, and Supplier shall reasonably cooperate to mitigate disruption.

25.4 Effect of Termination

Upon termination of this Agreement or any SOW, the Contractor and Customer shall have no further obligation to the Supplier, except to pay for (i) Services rendered and accepted, and (ii) Deliverables completed and accepted prior to the effective date of termination. The parties will cooperate in good faith to determine prorated payment, if appropriate, for in-progress Deliverables not yet accepted. The Supplier shall not be entitled to payment for anticipated or lost profits.

The Supplier shall cease all performance not specifically directed to be completed in a termination notice and shall immediately return or transfer to the Contractor or Customer all work-in-progress, equipment, records, and other materials in accordance with the Return of Materials clause and applicable provisions of the Alabama Participating Addendum and NASPO Contract.

26. NON-SOLICITATION OF CONTRACTOR'S CUSTOMERS

The Supplier agrees that neither it nor any employees or representatives of the business unit providing resources under this Agreement shall solicit the Customer or any Customer agency for Statement of Work services that have been referred to the Contractor by the Customer and are intended to be released as a requirement under this Agreement. Any such solicitation may result in removal from the Contractor's vendor network and/or termination of this Agreement during its term or any renewal period.



Supplier further agrees that the applicable business unit shall not use any confidential or proprietary information obtained through performance of this Agreement regarding the Contractor's customers, suppliers, or internal operations. These prohibitions shall survive termination and remain in effect for a period of one (1) year following the expiration or termination of this Agreement.

Nothing in this Agreement shall restrict the Supplier from:

- i. performing under any current contracts, or exercising any existing options or extensions, with the Customer or its agencies;
- ii. providing services to the Customer that are new or different from those performed under this Agreement; or
- iii. working for Customer agencies to which the Supplier was not introduced by the Contractor, provided such activities comply with the Conflict of Interest provision of this Agreement.

27. NON-SOLICITATION OF EMPLOYEES

Supplier agrees that without the written consent of the Contractor, it shall not, prior to the ending of the twelve (12) month period next succeeding (a) the date of completion of any related Statements of Work associated with this Agreement or (b) the date of termination, resignation or other separation from employment of any employee of Contractor, directly or indirectly solicit, divert or hire any employee of the Contractor or Customer with whom there has been contact in connection with the performance of services under a Statement of Work. Contractor agrees that without the written consent of the Supplier, it shall not, prior to the ending of the twelve (12) month period next succeeding (a) the date of completion of any related Statements of Work associated with this Agreement or (b) the date of termination, resignation or other separation from employment of any employee of Supplier, directly or indirectly solicit, divert or hire any employee of the Supplier with whom there has been contact in connection with the performance of services under a Statement of Work.

28. GOVERNING LAW, ATTORNEY'S FEES AND WAIVER OF JURY TRIAL

- i. The laws of the State of Alabama (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.
- ii. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring legal action or proceeding to a state or federal court in Montgomery County, Alabama. No other court shall have jurisdiction and each party to this Agreement consents to the exclusive jurisdiction of the aforesaid courts.
- iii. Each party waives, to the fullest extent permitted by law,
 - a. any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court in Montgomery County, Alabama.
 - b. any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- iv. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.
- v. The Supplier shall be responsible for all liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees and fees of other professionals, arising directly or indirectly in connection with any Claims, Acts, or breaches related to this Agreement. In fulfilling its indemnification obligations, the Supplier shall use legal counsel reasonably acceptable to the indemnified party.

In the event of any legal action, arbitration, or other proceeding brought to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, court costs, and related expenses incurred in such proceeding, including all appellate proceedings. For purposes of this Section, "attorneys' fees" shall include, without limitation, paralegal fees, expert witness fees, disbursements, and all other charges billed by legal counsel to the prevailing party.

- vi. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action, dispute or other legal proceeding arising out of or relating to the parties' negotiations or this Agreement and the transactions it contemplates, including without limitation counterclaims. This waiver applies to any action, dispute, or legal proceeding, whether sounding in contract, tort (including negligence) or otherwise.



29. ASSIGNMENT

This Agreement may not be assigned by Supplier without the written consent of Contractor.

30. DATA PRIVACY AND SECURITY

Supplier shall comply with the Data Privacy and Security Addendum terms contained in Exhibit D, attached hereto and made a part hereof.

31. AUTHORITY

If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party and that entering into this Agreement does not violate the provisions of any other contract into which the Supplier has entered.

32. NOTICES

Any notice, demand, request, or other communication (any "Communication") required or permitted to be given or made to or by either party hereunder or under the Agreement shall be in writing. Any Communication shall be deemed to have been delivered on the earlier of the day actually received (by whatever means sent) if received on a business day (or if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates hereinafter specified, on the first business day after having been delivered to Federal Express or comparable air courier service, or on the second business day after having been deposited with the United States Postal Service, Express Mail, return receipt requested, or on the third business day after having been deposited with the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the several addresses indicated below or to such other addresses as may hereafter be indicated by notice delivered in accordance with the terms hereof to the other party.

If to **CONTRACTOR**:

Governance Computer Aid Inc.
1390 Ridgeview Dr., Suite 300
Allentown, PA 18104 Email: governance@cai.io

If to **SUPPLIER**:

With a copy to:

Gregg M. Feinberg, Esq. Feinberg Law Office
1390 Ridgeview Drive, Suite 301
Allentown, PA 18104
Email: gregg@feinberglaw.com



33. FORCE MAJEURE

Refer to Exhibit A: Participating Addendum and CT IT Managed Services Provider Flow Down Clauses for force majeure terms.

34. PAYMENT OF EMPLOYEES, SUPPLIERS OR SUB CONSULTANTS

The Supplier shall pay all its employees, subcontractors, and agents for work satisfactorily performed no later than ten (10) business days after receiving payment from the Contractor, or in accordance with the terms of any written agreement between the Supplier and such parties, whichever is earlier.

Failure to make such payment shall constitute a material breach of this Agreement. In such case, the Contractor shall have the right, without penalty, to engage the affected individual directly or through another approved supplier. The Supplier shall waive and release any non-compete, non-solicitation, or similar restrictive covenant it may have with such employee, subcontractor, or agent for the purpose of allowing continued performance under the applicable Statement of Work.

In addition, if Supplier fails to make timely payment, the Customer or another supplier may engage the individual directly as a full-time employee or contractor without further obligation to Supplier, and the Supplier shall similarly release any restrictive covenants that would otherwise prevent such engagement.

35. TELEWORK POLICY

Any allowance for Teleworking must follow the Customer policy. Failure to follow the Customer policy may result in disciplinary action or termination of the engagement.

36. LIMITATION ON DAMAGES

Each party, its subsidiaries, subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of (i) in the case of Supplier, the fees paid by Contractor to Supplier pursuant to the applicable SOW, or (ii) in the case of Contractor, the fees paid and payable by Contractor to Supplier pursuant to the applicable SOW, except to the extent resulting from the recklessness, bad faith or intentional misconduct of the other party, its subcontractors or their respective personnel. In no event shall either party, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense (including, without limitation, lost profits and opportunity costs), relating to this engagement. The provisions of this Section shall not apply to any Claim for which one party has an express obligation to indemnify the other. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

37. MISCELLANEOUS

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

If any of the provisions of this Agreement are ultimately deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining terms and provisions of this Agreement shall continue in full force and effect.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party.

Any signatures (including any electronic symbol or process attached to, or associated with, this Agreement and adopted by a Person with the intent to sign, authenticate or accept such Agreement) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the



fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Commonwealth of Pennsylvania Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CONTRACTOR

Computer Aid, Inc.

Representative's Signature:

Representative's Name:

Title:

SUPPLIER

Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:



EXHIBIT A: Participating Addendum and CT IT Managed Services Provider Flow Down Clauses

This Supplier Agreement incorporates by reference applicable provisions of the Participating Addendum Number [22PSX0086PA-AL] for IT Managed Service Providers between the State of Alabama and Computer Aid, Inc. shall be incorporated in this STATE OF ALABAMA SUPPLIER AGREEMENT for STATEMENT OF WORK SERVICES CONTRACT. The Supplier agrees to comply with all mandatory flow-down provisions required by the State, to the extent applicable to the scope of work performed under this Agreement.

For purposes of interpreting flow-down clauses, references in the Participating Addendum Number [22PSX0086PA-AL] For IT Managed Service Providers between State of Alabama and Computer Aid, Inc. to “Contractor” shall be read as referring to “Supplier”; references to “Contractor” shall mean CAI; and references to “the State” shall retain their original meaning. Where provisions of the State Participating Addendum apply directly to Supplier, they shall be enforced as binding terms of this Agreement.

Nothing in this exhibit shall be construed as creating a contractual relationship between the State of Alabama and the Supplier, nor shall it relieve CAI of its responsibilities under the Participating Agreement.

AL PARTICIPATING ADDENDUM SUPPLIER FLOW DOWN CLAUSES

II. TERM. This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any order placed hereunder will be governed by, and construed in accordance with State of Alabama laws and the sole venue for litigation will be state or federal court in Montgomery County, Alabama. No other court shall have jurisdiction.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities. This Participating Addendum covers IT Managed Service Providers led by the State of Connecticut that provisions augmentation services and operational vendor management systems through two methods. As checked below, Contractor may perform services conditioned on terms described in the MA and this addendum:

- ☐ Supplier provided Hourly Based Contingent Resource Staff Augmentation (“Hourly”)
- ☒ Milestone and Fixed-Price Deliverable Based Statement of Work Provider Engagement (“SOW”)

VIII. This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

e) Incident Management and Breach Notification:

Contractor shall forward any notification to State agencies of a Data Breach, as defined in the Master Agreement, involving the State’s Data provided to Contractor under an Order to the Alabama Secretary of Information Technology via email to legal@oit.alabama.gov.

f) Data Protection:

Where applicable and as required by a written statement of work mutually agreed to between the Parties, Contractor will comply with applicable security standards including without limitation State RAMP, HIPAA, IRS Publication 1075, and CJIS. Additionally, no Purchasing Agency shall provide any personal data that is subject to i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws for processing unless mutually agreed in a written statement of work. If personal data subject to GDPR or other data protection laws will be processed during the course of a statement of work, the State will inform Contractor, and the parties will amend the statement of work to include additional data security measures as required.

If State data resides on Contractor’s environments or systems, State may request relevant security-related testing, which may include vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions. The



terms and conditions of such testing must be agreed to in a written statement of work or in a subsequent written agreement to be signed by both parties.

g) Right to Remove Individuals:

A Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity a Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reason it requests removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual and the Contractor shall not assign the person to any other order under this Participating Addendum without the Purchasing Entity and State consent.

h) Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

i) Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

j) Compliance with Ala Act No. 2023-409:

By signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Contractor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

k) Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

l) Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

m) No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, including all license agreements attached to the Master Agreement, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor or any subcontractors for any reason.

n) Assignment:

The Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency. Notwithstanding anything to the contrary, Contractor's ability to assign amounts receivable under an order shall not be considered "assignment of the contract" and thus is not limited



hereunder.

o) Not to Constitute a Debt to the State:

The terms and commitments contained in this Participating Addendum or order shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

x) Force Majeure:

Notwithstanding any other terms and conditions set forth in this Agreement, a Force Majeure clause may be invoked by either party only if such party is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects.

IX. Terms and Conditions in the Master Agreement that Do Not Apply to this Participating Addendum: Terms or conditions contained in the Master Agreement that do the following are not applicable to this PA: [Some terms in the national NASPO Master Agreement don't apply to Alabama's version of the contract.]

- i. Waive the sovereign immunity of the State;
- ii. Subject the State, its agencies, or political subdivisions to the jurisdiction of the courts of other states;
- iii. Limit the time in which the State, its agencies, or political subdivisions may bring a legal claim to a period shorter than that provided in Alabama law;
- iv. Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Alabama Code;
- v. Require the State, its agencies, or political subdivisions of the State to accept arbitration or to waive right to a jury trial;
- vi. Require indemnification not specifically authorized by the Alabama legislature or subject to appropriation (pursuant to Alabama Code); or
- vii. Hold employees, officers, or political subdivisions of the state of Alabama personally liable.
- viii. Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

XII. FEDERAL FUNDING REQUIREMENTS. Orders [SOWs] funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

CT IT MANAGED SERVICES PROVIDERS FLOW DOWN CLAUSES

This Supplier Agreement incorporates by reference applicable provisions of the State of Connecticut Master Agreement Number: 22PSX0086AA IT Managed Service Providers executed between Computer Aid, Inc. ("Contractor", "CAI") and the State of Connecticut (the "State"). The Supplier agrees to comply with all mandatory flow-down provisions required by the State, to the extent applicable to the scope of work performed under this Agreement.

For purposes of interpreting flow-down clauses, references in the Master Agreement [22PSX0086PA-AL] to "Contractor" shall be read as referring to "Supplier"; references to "Contractor" shall mean CAI; and references to "the State" shall retain their original meaning. Where provisions of the master Agreement apply directly to Supplier, they shall be enforced as binding terms of this Agreement.

Nothing in this section shall be construed as creating a contractual relationship between the State of Connecticut and the



Supplier, nor shall it relieve CAI of its responsibilities under the Master Agreement.

1. DEFINITIONS

The following definitions apply in this Master Agreement

d. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Lead State classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

f. Contractor IP

Contractor's materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables.

i. Deliverable

Each (1) Good, Service, , process or information of any type, whether stand-alone and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Master Agreement. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

j. Deliverables Document

Participating Addendum Exhibit Am, which sets forth and describes the Deliverables that are to be provided or made available to the State and Participating Entities under this Master Agreement or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

k. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

l. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

n. Lead State

The State of Connecticut, acting by the DAS.

p. Participating Addendum ("PA")

A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements, such as ordering procedures specific to the Participating Entity and entity-specific terms and conditions.

q. Participating Entity

A state, or other legal entity, that enters into a Participating Addendum.

ee. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.



ff. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

ii. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. TERM OF MASTER AGREEMENT; MASTER AGREEMENT EXTENSION

This Master Agreement will be in effect from November 1, 2023 (the "Effective Date") and continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.

3. DELIVERABLES

Contractor shall Perform in accordance with this Master Agreement, applicable Participating Addendum, and the SOW, as applicable. The Deliverables are set forth in accordance with Participating Addendum Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

- i. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and the applicable Participating Addendum and shall remain in effect until Purchasing Entity accepts full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Master Agreement and the applicable Participating Addendum. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.
- ii. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.
- iii. No additions to or reductions in the Deliverables and pries for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.
- iv. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.

10. CHANGE ORDER WITHIN SCOPE

The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Participating Addendum Exhibit A. Contractor shall make any changes to the Deliverables that are required due to

Deliverable deficiencies or failure in accordance with the requirements of this Master Agreement, without charge.

Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance

with this Section.

12. CONTRACTOR GUARANTIES

a. Contractor shall:

1. Perform fully under this Contract;
2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are



responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law;
6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

15. TERMINATION

- a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.
- b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Participating Addendum Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.
- f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.
- g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

20. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

21. REPRESENTATIONS AND WARRANTIES



Contractor represents and warrants to the Lead State for itself and, as applicable, the Contractor

Parties that:

- i. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;
- ii. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a- 194a concerning the use of polystyrene foam;
- iii. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- iv. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- v. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- vi. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- vii. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- viii. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Master Agreement or any assignments made in accordance with the terms of this Master Agreement;
- ix. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;
- x. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- xi. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- xii. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Master Agreement) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- xiii. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;
- xiv. if Contractor does not have plenary authority to make the representations and warranties in this Section, as



applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

- xv. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- xvi. none owes unemployment compensation contributions;
- xvii. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- xviii. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- xix. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;
- xx. each either owns or has the authority to use all the Deliverables;
- xxi. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- xxii. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- xxiii. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- xxiv. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity.

29. PROTECTION OF CONFIDENTIAL INFORMATION

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
- iii. A process for reviewing policies and security measures at least annually;
- iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
- v. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.



c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.

d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Master Agreement concerning the obligations of the Contractor to the Purchasing Entity, Participating Entity, or DAS.

30. CONFIDENTIALITY; NON-DISCLOSURE

The Purchasing Entity shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the Purchasing Entity does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the Purchasing Entity to its employees, agents or representatives, provided such disclosures are reasonably necessary to the Purchasing Entity's use of the Deliverable, and provided further that the Purchasing Entity will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Master Agreement. The Purchasing Entity's performance of the requirements of this Section shall be subject to open records laws and the State of Connecticut Freedom of Information Act ("FOIA"), as applicable.

All Records, Purchasing Entity Data, and any Data owned by the Purchasing Entity in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

31. CONTRACTOR'S OBLIGATION TO NOTIFY THE LEAD STATE CONCERNING PUBLIC RECORDS IN ACCORDANCE WITH CONN. GEN. STAT. § 4D-

38. IF THE CONTRACTOR OR CONTRACTOR PARTIES LEARN OF ANY VIOLATION OF THE PROVISIONS OF CONN. GEN. STAT. §§ 4D-36 OR 4D-37 THEY SHALL, NO LATER THAN SEVEN CALENDAR DAYS AFTER LEARNING OF SUCH VIOLATION, NOTIFY THE CHIEF INFORMATION OFFICER OF SUCH VIOLATION.

33. PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Master Agreement. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

34. APPLICATION OF FOIA TO PUBLIC RECORDS PROVIDED TO CONTRACTOR

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.



35. OWNERSHIP RIGHTS AND INTEGRITY OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Master Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4d33, as it may be modified from time to time.

36. NONDISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

37. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS

a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.

b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.

c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.

d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.

e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.

g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

39. INDEMNIFICATION

a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of



commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.

c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement..

f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

42. AMERICANS WITH DISABILITIES ACT

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Master Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

46. FORCE MAJEURE

a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.



EXHIBIT B: Additional Terms and Conditions

Background Check Requirements

1. Prior to submitting a resume to Purchasing Entity in response to a SOW, Contractor shall obtain a background check for all its Contingent Workers who are the subject of that SOW consisting of two (2) years of the following background checks:
 - a. Employment verification: Verification includes dates of employment, reasons for leaving and an explanation for any periods of unemployment. Contractor shall ensure that the candidate worked:
 - i. All positions listed on the application or resume that qualify the individual for the position sought; and
 - ii. All employment two (2) years immediately preceding the application.
 - ii. Employment eligibility check: Verification authorization that the candidate can work within the U.S.
 - b. Reference check: Contractor shall contact and verify the references provided by the candidate.
 - c. Past employment check: Contractor shall conduct and complete interviews with the candidate's past supervisors.
2. Each Contingent Worker must pass the background check prior to placement under the Master Agreement. Additional background checks, if requested by the Purchasing Entity, may be included in a SOW. A Contingent Worker shall be deemed not qualified as a candidate for placement if any one or more background checks return contradictory, adverse, or undesirable responses, as determined by the Purchasing Entity.
3. Contractor shall pay all fees associated with obtaining and completing a background check.
4. Contractor shall maintain a record of current background checks as well as United States ("U.S.") Citizenship and Immigration Service Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security and U.S. Citizenship and Immigration Service supporting each Contingent Workers authorization for employment in the U.S. The Lead State, Participating Entity and Purchasing Entity shall have the right to audit these documents.
5. A Purchasing Entity may require Contractor to complete additional background checks consisting of two (2) years of the background checks below, in addition to any other checks that the Purchasing Entity may require. All additional testing shall be at the Contractor's expense. Contractor shall cooperate fully as requested by Purchasing Entity in connection with such background checks or testing.
 - a. Educational verification: Telephone contact or written verification ensuring that the candidate possesses all educational credentials on application and resume.
 - b. License verification: Confirmation that the candidate possesses all licenses listed on application and resume, or otherwise necessary for position, and determination of the disposition of any proceedings against a license.
 - c. Tax payment check: Verification that a candidate is current in payment of state and federal taxes.
 - d. Criminal history check: Criminal records check in jurisdictions where the candidate has lived and worked to determine any criminal history.
 - e. Sex Offender Registry: Criminal Justice Institute's Sex and Violent Offender Directory database check to determine if candidate has ever been convicted of certain sex and violent crimes.
 - f. Court records check: Civil and criminal court records check in jurisdictions where the candidate has lived and worked to determine any criminal history or civil judgments.
 - g. Federal Criminal History Records Information ("CHRI") check: Nationwide criminal history database check.
 - h. Additional verification or testing as may be required related to pandemic situations such as Coronavirus disease.
 - i. Additional verification, checks or testing as may be required by the Purchasing Entity.



EXHIBIT C: Fixed-Price Services Requisitioning Process

The following narrative describes the fixed-price services requisition process for the contract, overseen by Computer Aid, Inc. (CAI).

Step 1: The Authorized User will create a Statement of Requirements (SOR) document which details the fixed price deliverable project requirements. The Authorized user will submit a Service Requisition within the VMS which will include the SOR as an attachment. Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Subcontractor network via the VMS.

Step 2: Subcontractor reviews the Service requisition and attached SOR. If the Subcontractor can provide services to complete the project as defined in the SOR, they will submit their information and SOW through the VMS.

Step 3: The CAI Contract Manager monitors the online tool and receives all submitted SOWs from the Subcontractor network.

Step 4: The CAI Contract Manager reviews the SOWs for completeness. The CAI Contract Manager then forwards all complete SOWs to the Authorized User for review. Please note: This must happen within the required time frame identified in the VMS.

Step 5: The Agency Authorized User reviews the forwarded SOWs and negotiates pricing and deliverables directly with the subcontractor.

Step 6: The Agency Authorized User selects the SOW and provides the CAI Contract Manager with complete engagement details, including project start dates.

Step 7: The CAI Contract Manager receives the engagement information and reviews for accuracy. The CAI Contract Manager then notifies the Subcontractor Network that an SOW has been selected, and notifies the appropriate Subcontractor that their SOW was selected.

Step 8: The subcontractor begins the project.

Step 9: The subcontractor submits fixed price deliverables and corresponding invoice in the VMS as completed.

Step 10: Authorized user reviews deliverables and approves them for payment in the VMS.



EXHIBIT D: Data Privacy and Security Addendum

38. PRIVACY AND SECURITY REQUIREMENTS

For purposes of this agreement the following applies:

The term “Personal Data” shall mean any data, information or record that directly or indirectly identifies a natural person or relates to an identifiable natural person or is otherwise subject to any Privacy Law (as defined below), including, but not limited to, name, home address, telephone number, personal e-mail address, payment/credit card data, Social Security Number (SSN), Tax Identification Number (TIN), driver’s license number, national ID number, bank account data, passport number, combination of online username and password, medical and health-related information and any other Personally Identifiable Information that Supplier or any third party acting on Supplier’s behalf processes in connection with the services provided to Customer or Contractor by Supplier.

The term “Contractor Data” shall refer to any and all data that is owned or created by Contractor as it relates to Contractor’s finances, business operations, intellectual property, human resources, or its Customer.

The term “Customer Data” shall refer to any data belonging to Contractor’s Customer which would be classified in similar fashion to Contractor’s Data (e.g., customer finances, customer business operations, customer intellectual property, etc.). Contractor may be maintaining Customer data within Contractor’s infrastructure; however, this data is still to be defined as Customer Data.

The terms “Personal Data”, “Contractor Data” and “Customer Data” are collectively referred to as “Data”.

The term “Information Security Incident” means actual or suspected (i) loss or theft of Data; (ii) unauthorized use, disclosure, acquisition, transmission of or access to, or other unauthorized processing of Data that reasonably may compromise the privacy or confidentiality of the Data; or (iii) unauthorized access to or use of, inability to access, or malicious infection of, Supplier systems that reasonably may compromise the privacy or confidentiality of Data.

The terms “process,” “processing” or “processed” in relation to Data include, without limitation, receipt, collection, creation, recording, organization, storage, retrieval, consultation, use, manipulation, amendment, transmission, disclosure, discarding, destruction and/or erasure.

Supplier agrees, covenants and warrants to Contractor that at any and all times during which it processes Data, Supplier will:

- i. Take all appropriate and commercially reasonable measures, including, without limitation, the administrative, physical, technical (including electronic), and procedural safeguards set forth in the Data Privacy and Security Addendum, including but not limited to encryption that meets storage industry standards of data at rest and in transit, to protect the Data against any Information Security Incident. For information processed in electronic form, Supplier agrees that such safeguards must include, without limitation, electronic barriers (e.g., “firewalls” or similar barriers) and password-protected access to the Data. For information in written or other tangible form, Supplier agrees that such safeguards must include secured storage and secure destruction of the Data in accordance with applicable law and applicable privacy standards;
- ii. Maintain or cause to be maintained a reasonable and commercially feasible information security program that complies with all applicable laws and is designed to reasonably ensure the security and confidentiality of all Data;
- iii. Comply with all applicable laws and industry standards that relate in any way to the privacy, data protection, electronic storage, confidentiality, processing or security of Data and apply to Supplier or Contractor – including without limitation (i) state security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Data; and all other similar federal, state, local and international requirements; (ii) electronic storage industry standards concerning privacy, data protection, confidentiality or information security; and (iii) U.S. state data protection laws including, without limitation Massachusetts 201 CMR 17.00 – 17.05 Standards for the Protection of Personal Information of Residents of the Commonwealth and California Consumer Privacy Act (CCPA) of 2018 as of 1 January 2020 (collectively, “Privacy Laws”)
- iv. Not transfer Data outside the United States of America for processing without the prior express written consent of Contractor;
- v. Not sell, share, or otherwise transfer or disclose any Data, to any other party, without prior express written consent from Contractor, except as specifically permitted under the Data Privacy and Security Addendum or required by law;



- vi. Not use Data in any manner not specifically permitted under this Agreement without prior express written consent from Contractor;
- vii. Not send or provide any marketing or promotional communications to Contractor or Customer employees or consumers without Contractor's or Customer's explicit written consent;
- viii. Not aggregate or combine Data with any other data without prior express written consent from Contractor;
- ix. Not subcontract any of its rights or obligations under this Data Privacy and security Addendum without the prior express written consent of Contractor. Where Supplier, with the consent of Contractor, subcontracts its obligations under this Data

Privacy and Security Addendum, it shall do so only by way of a written agreement with its subcontractor that imposes the same privacy and security obligations on the subcontractor. Whenever Supplier employs the services of third-party service providers to assist it in performing its obligations under this Data Privacy and Security Addendum, Supplier agrees that such service providers are capable of maintaining appropriate safeguards for Data and that Supplier has contractually obligated such service providers to maintain appropriate safeguards designed to comply with applicable law and applicable privacy standards. Where the subcontractor fails to fulfill its obligations under any sub-processing agreement, Supplier shall remain fully liable to Contractor for the fulfillment of its obligations under this Data Privacy and Security Addendum;

- i. Ensure that Data are only available to Supplier personnel who have a legitimate business need to access the Data, who are bound by legally enforceable confidentiality obligations, and who have received training in data protection law;
- ii. Not retain Data any longer than is reasonably necessary, in accordance with Contractor record retention policies, to accomplish the intended purposes for which the Data was processed pursuant to this Data Privacy and Security Addendum. When Data is no longer necessary for the purposes set forth in the Data Privacy and Security Addendum, or promptly upon the expiration or termination of the Agreement, whichever is earlier, or at an earlier time as Contractor requests in writing, Supplier shall take reasonable steps to return, destroy (e.g., by secure shredding and/or digitally wiping), or arrange for the secure destruction of each and every original and copy in every media of all Data in Supplier's possession, custody or control. Promptly following any return or alternate action taken to comply with this paragraph, Supplier shall certify in writing to Contractor that such return or alternate action occurred, and the method used for such destruction. In the event that applicable law does not permit Supplier to comply with the delivery or destruction of the Data, Supplier warrants that it shall ensure the confidentiality of the Data and that it shall not use or disclose any Data at or after the termination or expiration of the Agreement;
- iii. Where Supplier uses a third party for disaster recovery or other services, Supplier shall (i) disclose this to Contractor in writing, including the name of the provider, purpose of the services (e.g., disaster recovery), steps taken with third party to address confidentiality, privacy and security, and (ii) cause each such third party to agree in writing to be bound by terms and conditions substantially similar to those in (a) – (k) above and (m). Additionally, Supplier agrees to audit the procedural, administrative, physical and technical measures used by each such third party, at least once a year, which may include or consist of, at Contractor's option, a SSAE 18 audit of such third party, if available;
- iv. Monitor Supplier's information systems for unauthorized access and implement an incident response policy that specifies actions to be taken when Supplier detects or becomes aware of such unauthorized access to its information systems. Supplier shall provide a copy of such incident response policy to Contractor upon request;
- v. If requested by Contractor, within five business days from the date upon which the request was made by Contractor, either:
 - vi. update, correct or delete Data or modify the individual's choices with respect to the permitted use by Contractor of such Data; or
 - vii. provide access to Contractor to enable it to perform the activities described in clause (i) itself;
- viii. Immediately notify the Contractor Chief Compliance Officer if Supplier receives notice from any governmental or regulatory authority alleging that Contractor or Supplier has failed to comply with Privacy Laws in connection with the performance of this Agreement, or if Supplier otherwise becomes aware and reasonably believes that Supplier or Contractor may have failed or may in the future fail to comply with Privacy Laws in connection with the performance of this Agreement; and
- ix. At Contractor's direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including any governmental or regulatory authority applicable to Contractor or Data.



- x. In the event of an Information Security Incident, such notice shall summarize in reasonable detail the nature of the Information Security Incident, the suspected data that is lost, stolen or compromised, if known, the parties which have or will be informed of the Information Security Incident, and the corrective action taken or to be taken by Supplier."

Supplier shall promptly notify Contractor in writing of any Information Security Incident of which Supplier becomes aware and of any request for access to any Data from any third person or any government official, including any data protection or law enforcement agency; and of any and all complaints or other communications received from any individual pertaining to Supplier's confidentiality policies or procedures applied to Data and/or the processing of either. In the event of an Information Security Incident, such notice shall summarize in reasonable detail the nature of the Information Security Incident, the suspected data that is lost, stolen or compromised, if known, and the corrective action taken or to be taken by Supplier. Supplier shall promptly take all necessary steps to robustly investigate and remediate, including, but not limited to, conducting a third-party forensic analysis. Supplier shall cooperate fully with Contractor in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident or necessitate the disclosure of Data to a government official. All information relating to each Information Security Incident must be retained by Supplier until Contractor has specifically consented in writing to its destruction. If requested by Contractor and subject to Contractor's confidentiality obligations, Supplier shall permit Contractor and its agents to access Supplier's facilities and/or the affected hardware or software, as applicable, to conduct a forensic analysis of each such Information Security Incident.

In the event of an Information Security Incident, Supplier shall (i) promptly, after becoming aware of such Information Security Incident, notify the Contractor Security Officer by telephone, email and in writing at the address below of all known facts thereof, and

(ii) at Contractor's option and at the direction of Contractor, whether or not required by applicable law, provide written notice to the individuals whose Data was reasonably connected to the Information Security Incident, or reimburse Contractor for all direct out of pocket and commercially reasonable costs it incurs in providing such notice and/or in responding to governmental authorities, including, without limitation, (1) paying for postage and copying of Contractor legally required notices; (2) offering to the affected individuals and providing, to those who elect to receive it, at least two years of credit monitoring services at Supplier's expense; (3) paying for costs associated with implementing a call center, and (4) paying for costs associated with any forensic or legal analysis required. To the extent a State Attorney General or other governmental/judicial authority renders a fine, penalty or judgment, or requires an alternate remedy following an Information Security Incident, such as the provision of identity theft insurance, Supplier will offer and provide the required remedy at its own expense. Information Security Incident notifications shall be provided to:

Security Officer, Computer Aid, Inc., 1390 Ridgeview Dr., Allentown, PA 18104, USA; email: security@cai.io and by telephone at (610) 530- 5000. In addition, the Supplier shall report all Information Security Incidents in accordance with the Alabama Data Breach Notification Act (Ala. Code §§ 8-38-1 to 8-38-12). The Supplier shall forward any data breach notification involving State Data, as defined in the Master Agreement, to the Alabama Secretary of Information Technology at legal@oit.alabama.gov.

Contractor shall have the right to verify Supplier's compliance with the terms of this section or to appoint a third party under reasonable covenants of confidentiality to verify the same on Contractor's behalf. Supplier shall grant Contractor or Contractor's agents unimpeded access to the extent necessary to accomplish the inspection and review of all data processing facilities, data files and other documentation used by Supplier for processing of Data in relation to this Data Privacy and Security Addendum. Supplier agrees to provide reasonable assistance to Contractor in facilitating this inspection function. Upon request, Supplier shall provide Contractor with a list of Supplier personnel entrusted with processing the Data transferred by Supplier, together with a description of their access rights. An inspection performed pursuant to this section shall not unreasonably interfere with the normal conduct of Supplier's business.