



**STATE OF GEORGIA
IT TEMPORARY STAFFING SERVICES CONTRACT
SUBCONTRACTOR AGREEMENT**

THIS AGREEMENT, made on _____ (“Effective Date”), by and between COMPUTER AID, INC., with Corporate Headquarters located at 1390 Ridgeview Drive, Allentown, PA, 18104 (“Contractor”) and _____ (“Subcontractor”), with offices at _____.

WITNESSETH

WHEREAS the Contractor has entered into a contract with the State of Georgia (the "Customer") to provide certain information technology Time and Materials (T&M) or Fixed Price Deliverables based services under the Georgia IT Temp Staffing Master Services Agreement, Contract Number 99999 001 SPD0000149 (“Master Agreement”) a copy of which may be viewed at <https://www.cai.io/services/contingent-workforce-solutions/georgia> ; and

WHEREAS the Contractor wishes to hire the Subcontractor to perform certain information technology T&M or Fixed Price Deliverables based services on an as-needed basis relating to the Master Agreement with the Customer; and

WHEREAS, both the Contractor and the Subcontractor desire to set forth in writing the terms and conditions of their agreement, including their respective rights as to the Program Materials which is defined as software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto;

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. Information Technology Services

On the terms and conditions set forth herein, Contractor hereby engages Subcontractor to perform information technology T&M or Fixed Price Deliverables based services for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Subcontractor hereby accepts such engagement. Subcontractor agrees to use its 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 called for hereunder. Upon selection by Contractor, in its sole discretion, of any one or more Subcontractor Employees, Contractor shall provide required information for each requirement in accordance with the procedures set forth in Exhibit B - Georgia IT Temporary Staffing Services Contract T&M Requisitioning Process or Exhibit C – Georgia IT Temporary Staffing Services Contract SOW Requisitioning Process.

T&M Services - Information will include the following:

- (i) the name(s) of the Subcontractor Employee(s) needed by Contractor (each, an “Assigned Employee”);
- (ii) the name and location of the Contractor Customer for which the Assigned Employee shall work;
- (iii) the description of skills requested;
- (iv) the nature of the work to be performed by each Assigned Employee;
- (v) the time period for which Contractor will utilize each Assigned Employee;
- (vi) the hourly Pay Rate which the Subcontractor will be required to pay each Assigned Employee; and
- (vii) the hourly fee which Contractor will pay Subcontractor based on Subcontractor’s markup fee which cannot exceed 35% of Pay Rate for each Assigned Employee identified as a Standard placement or 25% for each Assigned Employee identified as a Payroll placement.

1.1 If a Subcontractor employee begins work at Customer, and the Customer determines within 10 business days that the Subcontractor employee does not have the skills or capabilities necessary to complete the job as requested in the original requirement, or the Subcontractor employee resigns from the requirement within the first 2 weeks (10 business days), the Customer may request that the resource be replaced immediately, and Contractor shall not pay for the work conducted by the unacceptable Subcontractor employee.



1.2 If a Subcontractor employee performing work for the State separates from the Subcontractor, Subcontractor shall notify the Contractor as soon as it becomes aware of said employee's departure or ten (10) business days' advance notice, whichever is longer. Subcontractor shall notify the Contractor in writing within twenty-four (24) hours in the event of an unanticipated departure of a Subcontractor employee.

Fixed Price Deliverables Services – The Fixed Price Deliverables Statement of Work will include the following:

- (i) description of the scope of the 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 Authorized User
- (iv) description of each deliverable and deliverable acceptance criteria for each fixed price deliverable
- (v) delivery schedule and the fixed price deliverable payments

2. Term of Agreement

The term of this Agreement shall be for the duration of one (1) year. This Agreement will renew automatically for a period of one (1) year at the end of each term unless either party provides written notice to the other party of its desire to terminate the Agreement no less than thirty (30) days prior to the expiration of the preceding term, provided that no such termination by Subcontractor shall terminate any Statement of Work entered into prior to the termination effective date of that Statement of Work. Subcontractor is a non-exclusive provider to Contractor. Absent the execution of a Statement of Work, this Agreement does not, in and of itself, represent a commitment by Contractor to receive any Services from Subcontractor or pay Subcontractor any fees.

2.1. Notwithstanding any termination of this Agreement, the terms of paragraphs 6, 7, 8, 11 and 12 hereof shall continue in full force and effect.

3. Compliance

The parties hereto acknowledge that the business relationship is between two independent contractors and is not an employer-employee relationship. The Subcontractor warrants and represents that it is a legal entity engaged in the business of providing computer consulting/programming services and that it will continue to act as an independent entity notwithstanding any degree of direction or control exerted over its programming activities by the Contractor. Accordingly, the Subcontractor shall pay and report, as applicable, local, state and federal income tax withholdings, social security taxes, unemployment taxes and such other taxes as may be required with respect to payments received by the Subcontractor for the services provided by it pursuant to this Agreement.

3.1. Further, the Subcontractor agrees to indemnify and hold harmless the Contractor from any demands or damages which may arise pursuant to a claim involving the Subcontractor and which is brought under a theory of an employer-employee relationship such as, but not limited to, a claim for, wages, premiums, employment benefits, discrimination (unless caused by the willful conduct of Contractor or its agents), workers' compensation benefits, unemployment insurance, withholding taxes or payroll taxes.

3.2. Subcontractor shall purchase and maintain insurance for protection from claims under the Worker's Compensation Act and other statutory employee benefit provisions, which are applicable in the state in which this Agreement is being performed. A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Subcontractor qualifies to pay its own worker's compensation claims.

Subcontractor shall obtain and keep in force throughout the term of this Agreement the following insurance levels:

TYPE OF INSURANCE	LIMIT	AMOUNT
Commercial General Liability (including contractual liability) written on an occurrence basis	General Aggregate Limit	\$2 Million
	Products/Completed Operations	\$2 Million
	Personal & Advertising Injury	\$1 Million
	Each Occurrence	\$1 Million
Umbrella Insurance	General Aggregate	\$2 Million
Commercial Automobile Liability (required if resource will be operating a State-owned vehicle, will be noted on requirement.)	Combined Single Limit	\$1 Million
Worker's Compensation and		In Compliance
Employer's Liability	Per Accident	\$100,000
	Per Employee for Disease Aggregate	\$100,000
	Disease	\$500,000
Fidelity Coverage	General Aggregate	\$1 Million



Professional Liability/Errors and Omissions	General Aggregate	\$2 Million – Small Business \$5 Million – All Others
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3.3. Subcontractor shall submit a Certificate of Insurance to Contractor evidencing the required insurance coverage and stating that thirty (30) days prior written notice must be given to Contractor before cancellation of the policy. Insurers must be authorized to do business within the State of Georgia and have an A.M. Best Company rating of A-. CAI and the “State of Georgia, it’s officers, employees and agents” must be named as additional insureds under the commercial general and automobile liability policies. The certificate of insurance in the description of operations box should reference the policy provisions regarding additional insureds in the Subcontractor’s coverage. CAI’s address is as follows:

Computer Aid Inc.
ATTN: Insurance Dept.
1390 Ridgeview Drive
Allentown, PA 18104

3.4. Contractor shall have the right no more than once a year unless Customer and the Contractor agree that an audit is required at an earlier interval, at its sole cost and expense and upon reasonable prior written notice, itself or through an independent third party, to inspect the books and records of Subcontractor at Subcontractor’s location to determine if Subcontractor is performing its obligations in accordance with the terms of this Agreement. If it is determined by the inspection that there was an overpayment of an amount due to Subcontractor by Contractor, Subcontractor shall promptly pay the difference to Contractor together with interest at the rate of one and a half percent (1.5%) per month and, in the event such overpayment exceeds five percent (5%) of the amounts due under the Agreement for such period, Subcontractor shall reimburse Contractor for the costs of the inspection. If it is determined by the inspection that Subcontractor has defaulted in any of its non-monetary obligations under this Agreement, then Contractor may, but shall not be obligated to, pursue its rights and remedies against Subcontractor as permitted hereunder. In no event shall Contractor’s failure to enforce its rights upon learning of a default be deemed to be a waiver of such default. Furthermore, if a material default of a non-monetary obligation is uncovered as a result of the inspection, Subcontractor shall promptly reimburse Contractor for the costs of the inspection.

4. Contract Documentation

Subcontractor must maintain required contract documentation, as outlined in the Contract’s posted “Criteria for Participation,” throughout the term of this Agreement. Additionally, Subcontractor 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, Subcontractor fails to provide updated documentation, or Subcontractor fails to inform Contractor of the expiration of this documentation, Contractor reserves the right to terminate this Agreement and remove Subcontractor from the Contract vendor network.

5. Compensation

5a. Compensation – T&M Services. Contractor agrees to pay Subcontractor the vendor rates set forth on the Engagement within the Vendor Management System (VMS) for all Customer-Approved billable hours for services rendered by Subcontractor during the term of this Agreement or as revised by 4a.4. Subcontractor employee must enter time into the VMS on a weekly basis or as directed by the Contractor or Customer. Timesheets will not be considered valid until approved by the Customer within the VMS.

5a.1. Subcontractor shall maintain its payroll time records and work reports in accordance with Contractor's requirements for a period of four (4) years. Contractor may audit said books and records during the term of this Agreement and for four (4) years thereafter.

5a.2. This Agreement does not entitle Subcontractor to any reimbursement of expenses unless otherwise expressly agreed to in writing in advance as Customer approved and re-billable.

5a.3 Subcontractor is required to pay all of its employees, subcontractors, or agents for all work that the employee, subcontractor, or agent has satisfactorily completed no later than [ten (10)] business days after the Subcontractor has received payment from the Contractor. Should Subcontractor fail to make payment as set forth herein, Subcontractor shall be in breach of this Agreement., Contractor shall be entitled to engage the Subcontractor’s employee, subcontractor, or agent directly or through another approved Subcontractor in the network and Subcontractor shall release any non-compete or non-solicitation agreement Subcontractor may have with its employee, subcontractor, or agent. Further in these circumstances, Customer or other Subcontractor(s) may hire Subcontractor’s employee, subcontractor, or agent directly as a full-time employee of Customer or other Subcontractor without any further compensation being paid to Subcontractor and Subcontractor shall release any non-compete or non-solicitation it may have with the employee, subcontractor, or agent .

5a.4 It is understood and agreed that the Customer retains the right to review and amend the bill rates, and therefore, CAI retains the right to revise the Subcontractor’s billing rate to CAI. If CAI advises Subcontractor of a revision to billing rates, Subcontractor shall have the option to either (a) agree to the revised rate, or (b) elect to withdraw the resource from the assigned job. The Subcontractor may not compel CAI to pay the original rate agreed to in the Agreement.

5b. Compensation – Fixed Price Deliverables Services. Contractor agrees to pay Subcontractor the fixed price deliverable rates set forth in the selected SOW less the MSP fee of 3.35% for all fixed price deliverables approved by the Authorized User



within the VMS. Subcontractor must enter fixed price deliverable into the VMS once completed. The fixed price deliverable will not be considered valid until approved by the Customer within the VMS.

6. **Payment Terms**

6a. Payment terms – Contractor shall pay all Customer approved time in accordance with Exhibit A: Time and Materials Payment Terms Selection Form. Subcontractor

6b. Payment terms – Fixed Price Deliverables Services Payment terms are seven days from the receipt of payment from Client, and receipt of valid invoice for fixed price deliverables work performed by a SOW.

Contractor shall use its best efforts to invoice the Client within seven (7) days from the receipt of a valid invoice from the Subcontractor. The Contractor will use commercially reasonable efforts to enforce payment from the Client.

Notwithstanding, Contractor shall not be relieved of its obligation to pay Subcontractor if the Client's refusal to issue payment is based upon Contractor's failure to timely or properly invoice the Client.

Subcontractor understands and agrees that under no circumstances shall the Contractor be responsible for any sum(s) of money owed or owing to subcontractor for services rendered in the event that, for any reason or for no reason, the Client denies to, refuses to, or is unable to pay the Contractor.

7. **Indemnification**

The Subcontractor, at its own expense, agrees to defend, indemnify and hold harmless the Contractor, its employees, successors and assigns from any third party claim, demand, cause of action, loss, damage, expense or liability (including attorney's fees) that may be incurred by the Contractor as a result of Subcontractor's actions under this Agreement or to the extent that it is based on a claim that Subcontractor infringed or violated the patent, copyright, license or other proprietary or intellectual property right of a third party or arising out of any injury (including death) to persons or damage to property to the extent caused by the negligence or intentional misconduct of Subcontractor or Subcontractor's employees, agents or Subcontractors while engaged in the performance of this Agreement or that Subcontractor otherwise acted negligently, improperly or illegally in the performance of its duties pursuant to the terms of this Agreement. In addition, in the event that any such Subcontractor performance is held to constitute an infringement and its use is or may be enjoined, Subcontractor shall, at its option, (1) modify the infringing program coding at its own expense so that it is not infringing; or (2) procure for the Contractor the right to use and license the use of the infringing program coding at no cost to either the Contractor or the Customer or (3) remove the same, pay any equitable costs and cancel any future charges pertaining thereto. Subcontractor shall have no liability if any such infringement claim is brought specifically against the Customer's design(s) independent of the deliverable(s)

Except as otherwise provided in this Subcontractor Agreement, Subcontractor's liability for any claim of damages shall be limited to direct damages and shall be capped as follows:

- (i) With regard to damages relating to open ended and time and material engagements, damages shall not exceed the cumulative total amount paid to Contractor for the performance under the Master Agreement; and
- (ii) With regard to damages relating to time limited project engagements, damages shall not exceed four times the total amount paid to Contractor per specific project engagement performed by Subcontractor under the Master Agreement.

No limitation of Subcontractor's liability shall apply to Subcontractor's liability for loss or damage to Customer's equipment or other property while such equipment or other property is in the sole care, custody, and control of Subcontractor's personnel. Subcontractor hereby expressly agrees to assume all risk of loss or damage to any such Customer's equipment or other property in the care, custody, and control of Subcontractor's personnel. Subcontractor further agrees that equipment transported by Subcontractor personnel in a vehicle belonging to Subcontractor (including any vehicle rented or leased by Subcontractor or Subcontractor's personnel) shall be deemed to be in the sole care, custody, and control of Subcontractor's personnel while being transported. Nothing in this section shall limit or affect Subcontractor's liability arising from claims brought by any third party with the exception of the Georgia government entity commissioning Subcontractor's services.

8. **Ownership of Program Materials**

Subcontractor agrees that all program materials, reports, and other data or materials generated or developed by Subcontractor under this Agreement or furnished by either the Contractor or the Customer to the Subcontractor shall be and remain the property of the Customer. Subcontractor specifically agrees that all copyrightable material developed or created under this Agreement shall be considered works made for hire by Subcontractor for the Customer and that such material shall, upon creation, be owned exclusively by the Customer.

8.1 To the extent that any such material, under applicable law, may not be considered work made for hire by Subcontractor for Customer, Subcontractor agrees to assign and, upon its creation, automatically assigns to Customer the ownership of such material, including any copyright or other intellectual property rights in such materials, without the necessity of any further consideration. Customer shall be entitled to obtain and hold in its own name all copyrights in respect of such materials. Subcontractor shall perform any acts that may be deemed necessary or desirable by Customer to evidence more fully the transfer of ownership of all materials referred to in this paragraph 6 to Customer to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by Customer.

8.2 To the extent that any preexisting rights of Subcontractor are embodied in the Program Materials, Subcontractor hereby



grants to Customer the irrevocable, perpetual, nonexclusive, worldwide royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.

8.3. Subcontractor represents and warrants that it either owns or has valid, paid-up licenses for all software used by it in the performance of its obligations under this Agreement.

9. Protection of Proprietary Materials

From the date of execution hereof and for as long as the information or data remain Proprietary Information or Trade Secrets (as defined in paragraph 8.1), Subcontractor shall not use, disclose, or permit any person to obtain any Proprietary Information or Trade Secrets of Contractor or Customer, including any materials developed or generated hereunder (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized by Contractor or Customer. Subcontractor shall comply with the terms of the Data Privacy and Security Addendum attached hereto and made a part hereof and marked as Exhibit D: Data Privacy and Security Addendum.

9.1. As used herein, "Trade Secrets" shall include, but not be limited to, a whole or any portion or phase of any scientific technical information, design, process, procedure, formula, business plan or improvement relating to the development, design, construction, and operation of Customer's or Contractor's processes in the Application Maintenance Support, and/or Construction Management Development, and/or Desktop Services product offerings areas, that is valuable and not generally known to competitors of Contractor or Customer. "Proprietary Information" shall include, but not be limited to, customer lists, pricing (including Subcontractor's pricing to Contractor), sales and marketing plans and strategic planning.

9.2. Irreparable harm shall be presumed if Subcontractor breaches any covenant of section 8 of this Agreement for any reason. This Agreement is intended to address Contractor's legal obligation to protect Customer's proprietary rights pertaining to the Program Materials and Trade Secrets, and any misuse of such rights would cause irreparable harm to the Contractor and Customer's business. Therefore, Subcontractor agrees that a court of competent jurisdiction should immediately enjoin any breach of Section 8 of this Agreement, upon a request by Contractor.

9.3. Contractor will require each Subcontractor resource performing work for the Customer under the Master Service Agreement to sign an individual agreement, acknowledging their acceptance of the language referenced in this section of the Agreement.

10. Return of Materials

Upon the request of Contractor, but in any event upon termination of this Agreement, Subcontractor shall surrender to the Contractor or the Customer all equipment, tools, consumables, memoranda, notes, records, drawings, manuals, computer software, and other documents or materials, and all copies thereof, pertaining to the Program Materials or furnished by Contractor or Customer to Subcontractor, including all materials embodying any Trade Secrets within five (5) business days. This paragraph is intended to apply to all materials made or compiled by Subcontractor, as well as to all materials furnished to Subcontractor by Contractor, Customer, or by anyone else that pertain to the Program Materials or Trade Secrets. Subcontractor shall be held liable for the cost of any and all materials or equipment which are requested and not returned to either the Contractor or Customer. All returned materials and equipment shall be returned in the condition issued excluding normal wear and tear defined as a gradual deterioration in condition resulting from appropriate use over time, assuming routine maintenance was performed. Should Subcontractor staff fail to return materials or equipment or returned in a condition beyond normal wear and tear, Contractor shall either i.) deduct the exact replacement costs from the final invoice or ii.) send an invoice to the Subcontractor. The deduction or invoice will include the cost of the materials, equipment or both not returned or returned in a deteriorated condition. The Subcontractor shall pay any invoice within ten (10) business days.

10.1 Contractor will require each Subcontractor resource performing work for the Customer under the Master Agreement to sign an individual agreement, acknowledging their acceptance of the language referenced in this section of the Agreement.

11. Termination

This Agreement shall terminate as set forth herein and may be terminated by Contractor at the request of, or due to changes in the services rendered to, Customer. Contractor may terminate this Agreement sooner in the event of Subcontractor's breach or its failure to adequately and/or sufficiently perform its duties hereunder, or if the Customer requires termination sooner. Contractor may terminate this agreement for failure to comply with U.S. or State of Georgia laws or other gross or willful misconduct. It is understood and acknowledged by Subcontractor that its termination of this Agreement in any manner other than as set forth herein shall cause Contractor to incur substantial damages as a result of having to replace Subcontractor and Subcontractor will be held liable for any such damages which Contractor may incur as a result of any premature termination of this Agreement by Subcontractor.

12. Non-solicitation of Contractor's Customers

The Subcontractor agrees that Subcontractor or their employees may not solicit any Customer agency for Time & Materials positions that have been referred to Contractor by Customer under this agreement. Solicitation may result in dismissal from the vendor network and /or termination of this Agreement during the term of this Agreement and any renewals thereof. Subcontractor further agrees that it will not use any information regarding Customers of Contractor which it may procure during the course of this Agreement. The prohibitions contained herein shall continue for a period of one year from the date of the termination of this Agreement, or upon termination of Contractor's contract with Customer, whichever is earlier.



13. Governing Law and Attorney’s Fees

This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Georgia, without reference to conflict of law principles. It is agreed that venue for any dispute arising out of this Agreement shall be proper in Fulton County, Georgia. In the event of a dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorney’s fees.

14. Assignment

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

15. Entire Agreement and Modification

This Agreement, together with the Master Agreement between the Contractor and the Customer and the Exhibits attached hereto, contain the entire agreement between the parties and there are no other representations or warranties, and this Agreement supersedes any prior oral or written agreement or negotiations between the parties. This Agreement may only be modified by a written agreement signed by all parties that are to be bound by the modification.

16. 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 Subcontractor has entered.

17. 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.

<p>If to CONTRACTOR: Contract Management Computer Aid Inc. 1390 Ridgeview Dr., Suite 300 Allentown, PA 18104 Email: ContractManagement@cai.io</p>	<p>If to SUPPLIER: _____ _____ _____ _____ _____</p>
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With a copy to:

<p>Gregg M. Feinberg, Esq. Feinberg Law Office 1390 Ridgeview Drive, Suite 301 Allentown, PA 18104 Email: gregg@feinberglaw.com</p>	<p>_____ _____ _____ _____</p>
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18. 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.

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat,



light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Subcontractor's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that: (i) Customer fails to submit input data in the prescribed form or in accordance with the agreed upon schedules; (ii) special request by Customer or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule; (iii) Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Subcontractor's performance hereunder. Subcontractor will notify Customer and Contractor of the estimated impact on its processing schedule, if any. In the event Subcontractor is responsible for an error in processing Customer's data, Subcontractor promptly will correct such error.

19. Subcontractors

Subcontractor acknowledges that Contractor has or will enter into an agreement with the Customer to provide the services referenced herein and that the Subcontractor has had the opportunity to review said agreement and the terms and conditions of the Master Agreement between the Contractor and the Customer. The Subcontractor agrees that these terms and conditions will become part of this Agreement, binding the Subcontractor to the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions contained herein and those contained in the Master Agreement, the terms and conditions in the Master Agreement shall prevail.

19.1 Subcontractor is responsible for providing information, resumes and employees in accordance with the processes defined in Exhibit B. Failure to comply that results in Contractor not meeting the service level agreements in the Master Agreement may result in a reduction in the use of Subcontractor's services.

19.2 Subcontractor will use industry best practices testing mechanisms to validate and verify employee's technical skills as described in their respective resume. Contractor may request documentation to substantiate the claimed skills on a resume. In the event that Subcontractor fails to submit documentation in a timely manner Contractor reserves the right to hold the resume for submission to the client until such time as the documentation is submitted or the requirement is filled.

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.

20. Background Checks

The Contractor reserves the right, in its absolute discretion, to require each Subcontractor resource assigned under this Contract to successfully complete any and all background checks and onboarding documents as deemed required by the State. Such requirements will be noted within the VMS on each specific requirement. The Subcontractor will be responsible for payment of all costs associated with the background check(s). The Subcontractor will provide Contractor with the background check results via the VMS prior to work assignment start. The Subcontractor is responsible for the costs of all required Background Checks deemed necessary by the Customer unless otherwise noted on the requirement in the VMS.

21. Additional Onboarding Requirements

Certain job titles through this Contract will require additional onboarding items and compliance with position-specific policies, such as a copy of professional license(s). These items shall be noted within the VMS. Subcontractor shall ensure that its resources selected 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 Subcontractor is responsible for the costs of all additional onboarding requirements deemed necessary by the Customer unless otherwise noted on the requirement in the VMS.

22. Visas and Work Authorization

Subcontractor must ensure that employees have valid Visa Status and legal Work Authorization at all times 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) work days 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.

23. Working Multiple Engagements

Subcontractor must disclose, at time of submittal to a requirement in the VMS, if the resource is actively engaged through another contract for other customer(s), and if the resource intends to work both engagements simultaneously. Both CAI Customer and the other customer(s) must provide written permission to allow dual engagements. Failure to acknowledge such a working relationship could be deemed a breach of this Agreement.

24. Completion of Assignment

The expectation is that a resource will complete the full term of their engagement and will not be pulled by the Subcontractor to work another assignment. In addition, the expectation is that a resource will complete the full term of their engagement under the Subcontractor that submitted them to the requirement in the VMS. If a resource wants to change Subcontractors for reasons other than a breach of the Subcontractor, all parties (Customer, Subcontractor and new Subcontractor) will be notified.

25. Limitations on Subcontractor Layering



All candidates submitted by Subcontractor for consideration to T&M positions must have a W-2 or 1099 relationship with Subcontractor or be no more than one (1) contracting layer removed from Subcontractor. If instances of additional layering are discovered, Contractor will engage the candidate through the W-2 Subcontractor. All employer and/or contracting details must be reported accurately within the VMS system or be subject to removal from the contract.

26. Accurate Time Reporting

Each engaged resource providing T&M services must enter time into the VMS tool accurately and honestly. Failure to report time in an accurate and honest manner may result in disciplinary action or termination of the engagement.

27. Payment of Employees, Suppliers or Sub Consultants

Supplier is required to pay all of its employees, subcontractors, or agents for all work that the employee, subcontractor, or agent has satisfactorily completed no later than [ten (10)] business days after the Supplier has received payment from the Contractor. Should Supplier fail to make payment as set forth herein, Supplier shall be in breach of this Agreement., Contractor shall be entitled to engage the Supplier’s employee, subcontractor, or agent directly or through another approved Supplier in the network and Supplier shall release any non-compete or non-solicitation agreement Supplier may have with its employee, subcontractor, or agent. Further in these circumstances, Customer or other supplier(s) may hire Supplier’s employee, subcontractor, or agent directly as a full-time employee of Customer or other supplier without any further compensation being paid to Supplier and Supplier shall release any non-compete or non-solicitation it may have with the employee, subcontractor, or agent.

28. Safe Harbor/ACA Reporting

The Subcontractor will be required to provide information on the health care coverage offered for each Subcontractor Employee or any subcontracting layer performing T&M work under this contract.

29. E-Verify

The State may require that the Contractor and/or Subcontractor utilize E-Verify employment eligibility verification of resources selected for engagement in order to comply with contractual requirements. Contractor and/or Subcontractor will be responsible for all costs associated with the usage of E-Verify.

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: Payment Terms Selection Form

Subcontractor is not required to submit invoices to the Contractor.

Subcontractor agrees to the following time and materials payment terms (select one) as described in 4.1. Payment Terms. This selection may not be amended for a minimum of six (6) months following the signature date below. After that 6-month period, Subcontractor may notify Contractor of their desire to amend the original selection and make such change effective by signing a new Payment Term Selection Form.

 1%/ 15 Day Option (Subject to a discount of one percent (1%) of the invoice amount to be retained by Contractor if paid on the 23rd day, (15 days from invoice date) as per section 5 of this Agreement. The Contractor has the option, at its sole discretion, for each Payment Cycle, to accept the 1% discount and pay on the 23rd Day or to pay the full invoice amount seven days from the receipt of payment from the Customer.

 3%/2 Day Option (Subject to a discount of three percent (3%) of the invoice amount to be retained by Contractor if paid on the 8th day, as per section 5 of this Agreement. The Contractor has the option, at its sole discretion, for each Payment Cycle, to accept the 3% discount and pay on the 8th Day or to pay the full invoice amount seven days from the receipt of payment from the Customer.

 Paid When Paid Net 7 Days Option - Contractor shall use its best efforts to pay all Customer approved time for the month seven days from the receipt of payment from the Customer.

These payment terms shall be effective for 6 months and may then be changed upon mutual agreement by the Contractor and Subcontractor. Changes will go into effect the pay period following execution of the amendment.



EXHIBIT B: Georgia IT Temporary Staffing Services Contract T&M Requisitioning Process

The following narrative describes the T&M requisitioning process for the Georgia IT Temporary Staffing Services Contract, overseen by Computer Aid, Inc. (CAI).

Step 1: Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Subcontractor network via the web-based Vendor Management System (VMS).

Step 2: Subcontractor reviews the requirement. If the Subcontractor has resources who they feel fit the description of the need, they will submit their information and resumes through the VMS.

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

Step 4: The CAI Contract Manager reviews the resumes and selects a group of resumes to present to the Agency Authorized User, based on skill and experience match and availability. The CAI Contract Manager then forwards the resume matches the Authorized User for review. Please note: This must happen within the required time frame identified in the contract's service level agreements.

Step 5: The Agency Authorized User reviews the forwarded resumes and selects an appropriate number of resources to interview.

Step 6: The Agency Authorized User then notifies the CAI Contract Manager of his or her selection.

Step 7: The CAI Contract Manager notifies the selected Subcontractor/candidate and coordinates interviews with the Agency Authorized User.

Step 8: The Agency Authorized User interviews the candidate, either by phone or in-person.

Step 9: The Agency Authorized User selects a candidate and provides the CAI Contract Manager with complete engagement details, including specific information on the resource, role, responsibilities, timing, and job location.

Step 10: The CAI Contract Manager receives the engagement information and reviews for accuracy. The CAI Contract Manager then notifies the Subcontractor Network that a candidate has been selected, and notifies the appropriate Subcontractor that their individual candidate was selected. The CAI Contract Manager also ensures that all applicable background checks, drug tests, and all other on-boarding tasks are completed.

Step 11: The Subcontractor of the selected candidate notifies the candidate of selection and provides all job details to the candidate. The Subcontractor also assists the candidate in completing all on-boarding activities (i.e. background checks and drug tests).

Step 12: The CAI Contract Manager forwards final hire details to the Agency Authorized User and Subcontractor.

Step 13: The candidate begins work.



EXHIBIT C: Georgia IT Temporary Staffing Services Contract SOW Requisitioning Process

The following narrative describes the SOW requisitioning process for the Georgia IT Temporary Staffing Services 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 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

PRIVACY AND SECURITY REQUIREMENTS

For purposes of this Agreement:

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 Subcontractor or any third party acting on Subcontractor’s behalf processes in connection with the services provided to Customer or Contractor by Subcontractor.

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, Subcontractor 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.

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

- a) 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, Subcontractor 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, Subcontractor agrees that such safeguards must include secured storage and secure destruction of the Data in accordance with applicable law and applicable privacy standards;
- b) 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;
- c) 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 Subcontractor 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”)
- d) Not transfer Data outside the United States of America for processing without the prior express written consent of Contractor;
- e) 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;
- f) Not use Data in any manner not specifically permitted under this Agreement without prior express written consent from Contractor;
- g) 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;
- h) Not aggregate or combine Data with any other data without prior express written consent from Contractor;
- i) Not subcontract any of its rights or obligations under this Data Privacy and security Addendum without the prior express written consent of Contractor. Where Subcontractor, 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 Subcontractor employs the services of third-party service providers to assist it in performing its obligations under this Data Privacy and Security Addendum, Subcontractor agrees that such service providers are capable of maintaining



appropriate safeguards for Data and that Subcontractor 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, Subcontractor shall remain fully liable to Contractor for the fulfillment of its obligations under this Data Privacy and Security Addendum;

- j) Ensure that Data are only available to Subcontractor 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;
- k) 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, Subcontractor 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 Subcontractor's possession, custody or control. Promptly following any return or alternate action taken to comply with this paragraph, Subcontractor 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 Subcontractor to comply with the delivery or destruction of the Data, Subcontractor 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;
- l) Where Subcontractor uses a third party for disaster recovery or other services, Subcontractor 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, Subcontractor 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;
- m) Monitor Subcontractor's information systems for unauthorized access and implement an incident response policy that specifies actions to be taken when Subcontractor detects or becomes aware of such unauthorized access to its information systems. Subcontractor shall provide a copy of such incident response policy to Contractor upon request;
- n) If requested by Contractor, within five business days from the date upon which the request was made by Contractor, either: (i) update, correct or delete Data or modify the individual's choices with respect to the permitted use by Contractor of such Data; or (ii) provide access to Contractor to enable it to perform the activities described in clause (i) itself;
- o) Immediately notify the Contractor Chief Compliance Officer if Subcontractor receives notice from any governmental or regulatory authority alleging that Contractor or Subcontractor has failed to comply with Privacy Laws in connection with the performance of this Agreement, or if Subcontractor otherwise becomes aware and reasonably believes that Subcontractor 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
- p) 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.
- q) 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 Subcontractor."

Subcontractor shall promptly notify Contractor in writing of any Information Security Incident of which Subcontractor 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 Subcontractor'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 Subcontractor. Subcontractor shall promptly take all necessary steps to robustly investigate and remediate, including, but not limited to, conducting a third-party forensic analysis. Subcontractor 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 Subcontractor until Contractor has specifically consented in writing to its destruction. If requested by Contractor and subject to Contractor's confidentiality obligations, Subcontractor shall permit Contractor and its agents to access Subcontractor'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, Subcontractor 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 Subcontractor'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, Subcontractor 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, Subcontractor shall report all Information Security Incidents in compliance with the State of Florida Statute 501.171.

Contractor shall have the right to verify Subcontractor'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. Subcontractor 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 Subcontractor for processing of Data in relation to this Data Privacy and Security Addendum. Subcontractor agrees to provide reasonable assistance to Contractor in facilitating this inspection function. Upon request, Subcontractor shall provide Contractor with a list of Subcontractor personnel entrusted with processing the Data transferred by Subcontractor, together with a description of their access rights. An inspection performed pursuant to this section shall not unreasonably interfere with the normal conduct of Subcontractor's business.