# SUPPLIER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (**“Agreement”**), made on _____ (**“Effective Date”**), is by and between **COMPUTER AID, INC.**, with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA 18104 (**“Contractor”**) and _____, with offices at _____ (**“Supplier”**). Supplier and Contractor are each a **“Party”** and together the **“Parties.”**

**RECITALS**

WHEREAS, Contractor provides workforce services to state and local government, non-profits, and commercial clients (each, a "Customer") under one or more prime contracts, master service agreements, or cooperative purchasing contracts (each, a "Lead Contract") and, where applicable, participating addenda issued thereunder (each, a "Participating Addendum"), with each Customer, Lead Contract, and Participating Addendum applicable to a given Program identified by name, number, and version or effective date in the corresponding Program-Specific Exhibit B or program-specific addendum executed by the Parties, and incorporated into this Agreement solely with respect to that Program as of the version or date so identified;

WHEREAS, Contractor wishes to engage Supplier, and Supplier wishes to be engaged, to perform such services on an as-needed basis in support of one or more programs, on the terms of this Agreement and the applicable Program-Specific Exhibit B or program-specific addendum;

This Agreement supersedes any prior supplier agreement between Contractor and Supplier solely with respect to new Programs, SOWs, Engagements, or other ordering documents issued after the Effective Date, unless the Parties expressly agree otherwise in writing. Any SOW, engagement, work order, purchase order, or other ordering document issued before the Effective Date will remain governed by the agreement under which it was issued, unless the Parties expressly amend or migrate such work to this Agreement in writing; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

## 1. Definitions

This Agreement is intended for Contractor’s Workforce Services supplier network unless a separate addendum expressly extends it to another Contractor business line or service offering. Capitalized terms have the meanings given where first used or as set forth below. To the extent a term is defined in the Participating Addendum or Lead Contract; that definition controls performance under the applicable jurisdiction of Workforce Services Program.

**“Business Day”** means a day of the week recognized by the Customer as a workday, excluding Saturdays, Sundays, and any lead state or federal holiday.

**“Confidential Information”** means non-public information of a Party, the Contractor, the Supplier, or the Customer, in any form, that is designated as confidential or that a reasonable person would understand to be confidential, excluding information that is or becomes public through no fault of the receiving Party, is independently developed without reference to the disclosing Party’s information, is rightfully obtained from a third party without a duty of confidentiality, or is required to be disclosed by law or court order.

**"Customer"** means each client or end-user organization of Contractor for whose benefit Supplier provides Services or furnishes Resources under this Agreement, as identified in the applicable Statement of Work, Addendum, or other ordering document or system, together with such Customer's Affiliates authorized to receive such Services.

**“Deliverable”** means any work product, report, or other item Supplier is required to deliver under a SOW or Engagement.

**“Engagement” (**or **“Staffing Engagement”)** means a rate-based staff augmentation assignment issued under this Agreement.

**"Participation Fees"** means the administrative fees described in Program-Specific Exhibit B-2 (Participation Fees) that Contractor may, at its discretion and upon notice, assess against Supplier as a condition of Supplier's participation in one or more Programs, as further described in Section 6.1.

“**Program-Specific Exhibit B**” or “**Exhibit B**” means the state-specific addendum executed for each jurisdiction in which Supplier performs Workforce Services, which controls the body of this Agreement for that jurisdiction as provided in Article 2. The Program-Specific Exhibit B for each jurisdiction in which Supplier performs Workforce Services. A separate Exhibit B is executed for each State and contains only those terms that vary by jurisdiction; all other terms are governed by this common Agreement. In the event of any conflict between Exhibit B and the body of this Agreement, Exhibit B controls with respect to the applicable State, subject to the order of precedence in Article 2 (under which the Participating Addendum and Lead Contract remain superior to this Agreement and its exhibits.)

**“Resource”** means any individual (Supplier’s employee, agent, or subcontractor’s personnel) assigned to perform Services under this Agreement, an SOW, or an Engagement.

**“Services”** means the services performed by Supplier under this Agreement and any SOW or Engagement.

**“Statement of Work”** or **“SOW”** means a fixed-price, deliverable-based or Time and Materials (T&M) statement of work issued under this Agreement.

**“Targeted Business”** means a business enterprise that is certified as owned, controlled, and operated (in each case, to the extent required by the applicable certifying standard) by one or more individuals qualifying it for a recognized targeted classification, defined by each program.

**“Vendor Management System” or “VMS”** means the Vendor Management System designated by the Contractor.

**“Work Product”** means as defined in Article 9.

**"Workforce Services Program"** or **"Program"** means a workforce services offering through which Contractor enables Supplier to participate and to perform Services for a particular Customer, delivered under one or more Lead Contracts and/or Participating Addenda (where applicable) and identified by name, number, and version or effective date in the corresponding Program-Specific Exhibit B or program-specific addendum. A Program may serve state, local, or other governmental, non-profit, or commercial Customers. Supplier's participation is established on a per-Program basis, and each Program is separately governed by its corresponding Program-Specific Exhibit B and subject to any applicable Participation Fees.

## 2. Documents, Order of Precedence & Structure

Each SOW or Engagement issued under this Agreement is subject to and references the Participating Addendum. In the event of a conflict among the documents governing a specific Program, SOW, or Engagement, the following order of precedence applies, in descending solely with respect to that Program, SOW, or Engagement, except to the extent a mandatory provision of applicable law, the Lead Contract, or the Participating Addendum requires a different result except that the baseline term, renewal, governing law, venue, and dispute-resolution provisions of this Agreement apply unless superseded by the applicable Program-Specific Exhibit B, Participating Addendum, Lead Contract, or mandatory applicable law:

- the Participating Addendum, if any, including all exhibits and amendments;
- the Lead Contract, if any, including all exhibits and amendments;
- this Agreement, including all exhibits, attachments, addenda, and incorporated statements of work;
- any mutually executed SOW, Purchase Order, or Engagement issued under this Agreement;
- Contractor’s proposal(s) or response(s) to the Contract solicitation, to the extent incorporated by reference; and
- any other documents expressly incorporated by reference into this Agreement or its attachments.

These documents together constitute the Agreement. Within a single document, specific terms control over general terms. Notwithstanding the foregoing, Program-Specific Exhibit B for a given jurisdiction controls over any conflicting provision in the body of this Agreement with respect to that jurisdiction, subject always to the superior priority of the Participating Addendum and Lead Contract.

## 3. Engagement & Services

### 3.1 Engagement

On the terms set forth herein, Contractor engages Supplier to perform Services for the project in which Contractor is engaged with the Customer, during the term hereof and in accordance with one or more Addenda separately endorsed by the Parties, and Supplier accepts such engagement. Supplier shall use commercially reasonable efforts, at a level

consistent with entities having similar experience and expertise in the relevant industry, in performing the Services. Supplier acknowledges that this Agreement establishes Supplier's eligibility to participate in one or more Programs, but does not guarantee Supplier any minimum volume of work, requisitions, SOWs, Engagements, revenue, margin, award, ranking, exclusivity, or continued participation in any Program. Contractor retains sole discretion, subject to applicable Program requirements, to determine whether and when to release requisitions, invite Supplier to respond, submit Supplier candidates or proposals to a Customer, or award any SOW or Engagement.

### 3.2 Performance Standards & Documentation

Supplier shall provide qualified personnel and accurate information in accordance with applicable professional standards and industry best practices and shall validate and verify each Resource's technical skills as represented in their resume and as required for the assigned role, using reasonable and customary screening methods. Contractor may request documentation substantiating a Resource's qualifications; if Supplier fails to provide it promptly, Contractor may delay submission of the corresponding SOW or Engagement to the Customer until the documentation is received or the requirement is fulfilled by another supplier. Failure to comply with this Section may result in reduced use of Supplier's Services, removal from the vendor network, and/or suspension or termination of this Agreement.

Contractor and the Customer may reject any candidate, Resource, SOW, proposal, Deliverable, or submission for any lawful reason, including incomplete documentation, failure to meet stated requirements, rate or pricing concerns, prior performance concerns, Customer preference, security concerns, conflict concerns, or Program limitations. No rejection creates liability to Supplier or entitles Supplier to reimbursement, lost profits, opportunity costs, or other damages.

### 3.3 Key Personnel

An SOW or Engagement may designate certain Resources as "Key Personnel" or "Project Managers." Supplier shall not remove, reassign, or replace any Key Personnel without the prior written consent of Contractor and the affected Customer, except in the case of voluntary resignation, termination for cause, death, disability, or other circumstances beyond Supplier's reasonable control. Any replacement Resource shall possess qualifications equal to or greater than the Resource being replaced and is subject to the Customer's approval. Contractor or the Customer may require prompt removal and replacement, at Supplier's expense, of any Resource whose performance is unsatisfactory or whose conduct creates a security or safety concern. Supplier shall not invoice for any Resource who is terminated or resigns within the first ten (10) Business Days of an Engagement. Supplier shall not identify personnel in a proposal, SOW, or submission and then substitute different personnel without Contractor's prior written approval and, where required, Customer approval. Any approved substitute must have equal or better qualifications and must complete all onboarding and compliance requirements before performing Services.

### 3.4 Required Training & Onboarding

Supplier shall ensure that Resources complete all Customer-required training, assessments, and signoffs within the designated timeframes and prior to the start of any assignment, and periodically thereafter as needed, as noted within the Contractor's system of record, at no cost to Contractor or Customer. Failure of a Resource to complete required training may

result in removal of the Resource. Certain SOWs or Engagements may require additional onboarding items or position-specific compliance (e.g., copies of professional licenses), which shall be maintained current per the requisition, noted in the system of record, and provided at no cost to Customer or Contractor unless otherwise noted in the system of record. Failure to meet additional onboarding requirements when requested is a breach of this Agreement.

## 4. Personnel, Compliance & Work Authorization

### 4.1 Independent Contractor Relationship

The relationship of the Parties is that of independent contractors and not employer-employee, principal-agent, or joint venturers. Nothing in this Agreement creates any employment, partnership, joint venture, fiduciary, or agency relationship. Each Party represents that it is a duly organized and validly existing legal entity and shall perform its obligations as an independent contractor, notwithstanding any degree of direction or control exercised by the other Party as to the results to be achieved. The requirements for each jurisdiction are identified in the Program-Specific Exhibit B. Supplier has no authority to bind Contractor or any Customer, make representations on behalf of Contractor or any Customer, modify Program requirements, approve work, accept Deliverables, waive obligations, or communicate commitments to any Customer except as expressly authorized in writing by Contractor.

### 4.2 Taxes & Payment of Personnel

Each Party is solely responsible for the payment and reporting of all applicable federal, state, and local taxes for its own employees, agents, or subcontractors, including income taxes, employment taxes, social security, workers' compensation, unemployment insurance, and any other withholdings. Each Party shall pay its personnel in a timely manner, and failure to do so is a material breach of this Agreement. The Parties' mutual employment-related indemnity obligations are set forth in Article 13 (Indemnification).

### 4.3 Background Checks

Each Resource assigned under the Contract must successfully complete the background checks identified in the Contractor's system of record, or project requirements document, including verification and documentation of authorization to work in the U.S. (see Section 4.4). Background checks must be performed, kept current per requisition terms, and completed at no cost to Customer or Contractor unless otherwise noted in the system of record, with documents uploaded to the system of record as required or otherwise mutually agreed upon. Supplier may upload redacted results by redacting personally identifying information, shall retain results and make them available promptly upon request for audit or compliance purposes, and acknowledges that the Customer retains the right to review original records or require more stringent procedures.

### 4.4 Work Authorization & E-Verify

Supplier shall ensure that all Resources, whether employees or subcontractors, maintain valid visa status and legal work authorization while engaged under this Agreement. If a Resource's work authorization expires, the Resource must cease all work and Supplier must notify Contractor as early as possible but not less than ten (10) workdays before expiration.

Failure to maintain valid work authorization will result in removal of the Resource and may result in reduced payments or suspension or cancellation of this Agreement for breach. Supplier shall comply with any E-Verify requirements in the lead contract. The E-Verify mandate status and related work-authorization requirements for each jurisdiction are identified in the Program-Specific Exhibit B.

### 4.5 English Proficiency

Supplier shall ensure that all Resources possess the level of English-language proficiency reasonably necessary to perform the assigned role, communicate regarding work requirements, understand safety, security, and compliance instructions, and satisfy any lawful Customer requirements applicable to the Engagement. If Supplier fails to meet this requirement, as reasonably determined by Contractor or the Customer based on the requirements of the assigned role, Supplier shall promptly remove and replace the non-compliant Resource and refund any fees, wages, or costs incurred by Contractor or the Customer related to that Resource’s assignment.

### 4.6 Reporting of Criminal Matters

Supplier shall report to Contractor's Account Manager any Reportable Criminal Matter involving Resource assigned to the Customer. A "Reportable Criminal Matter" means an arrest, charge, indictment, conviction, plea of guilty, or plea of no contest — regardless of whether adjudication is withheld — for (i) a felony, (ii) any offense involving violence, theft, fraud, or dishonesty, or (iii) any offense that would render the Resource ineligible to continue the assignment under the Customer's or Contractor's background check or suitability standards, in each case whether occurring on or off Supplier's premises or during or outside working hours.

Supplier shall report a Reportable Criminal Matter that poses an immediate risk to the health, safety, or security of Customer or Contractor personnel, data, or facilities as soon as practicable, and in no event later than twenty-four (24) hours after Supplier obtains knowledge of it. Supplier shall report all other Reportable Criminal Matters no later than three (3) Business Days after Supplier obtains knowledge of it, unless earlier notification is required by the Customer. Contractor shall notify the Customer no later than one (1) Business Day after Supplier's report.

### 4.7 Non-Discrimination & Equal Employment Opportunity

Contractor is committed to equal employment opportunity and does not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability, or veteran status; all employment decisions are based on valid job requirements, and harassment and retaliation are prohibited. Supplier shall maintain, enforce, and adhere to an employment policy equivalent to or exceeding the foregoing. Additional protected classifications and any mandatory state or local EEO clauses applicable to a given jurisdiction are set forth in the Program-Specific Exhibit B. Supplier must comply with all written requests from Contractor for EEO information if client requires that we produce information.

## 5. Contractor Systems

### 5.1 Use of Contractor Systems

Supplier shall use the designated contractor systems when responding to requisitions for SOWs and Engagements and shall accurately enter all requested data and attachments. Supplier shall also maintain accurate, complete, and current data in each other system of record designated by Contractor for the administration of this Agreement, including, but not limited to, the CAI Supplier Portal ("CSP") and the Enterprise Resource Planning (ERP) system. Failure to comply with the requirements of this Section is a breach of this Agreement and may result in the assessment of any administrative fee or reinstatement fee expressly authorized under the applicable Program-Specific Exhibit B, suspension of access, termination of the affected Engagement, and/or suspension or termination of this Agreement. It is a material requirement that Supplier maintain accurate, up-to-date information in each such system — including contact, payment, and billing information — updating it whenever changes occur and verifying it at least annually on the contract renewal date. Failure to provide accurate information in any such system may result in delayed payments, suspension, or termination.

Contractor may manage, classify, tier, prioritize, limit, suspend, or discontinue Supplier's participation in any Program based on Contractor's reasonable business judgment, including Supplier's compliance history, responsiveness, documentation status, insurance status, Customer feedback, quality of submissions, pricing competitiveness, performance history, security posture, financial condition, or other Program-related criteria, subject to applicable law and the applicable Lead Contract or Participating Addendum.

Supplier certifies that all information, certifications, attestations, invoices, time entries, resumes, qualifications, compliance documents, insurance materials, business classifications, and other materials submitted by or on behalf of Supplier through Contractor's systems are true, accurate, complete, current, and not misleading. Contractor, the Customer, and applicable governmental authorities may rely on such submissions without independent verification.

### 5.2 Documentation Updates & State Certifications

No less than annually throughout the term, Contractor will request updates to Supplier information and required documentation, and Supplier shall comply promptly and keep all required documentation current and in good standing. Supplier shall also monitor the status of optional contract documentation (such as Disadvantaged Business certifications) and immediately inform Contractor upon expiration. If documentation expires and Supplier fails to provide updated documentation or to notify Contractor, Contractor may suspend or terminate this Agreement and remove Supplier from the Contract vendor network. Any state-specific certifications and flow-down provisions required for a given jurisdiction — including, but not limited to, where applicable, anti-boycott, scrutinized-business, drug-free-workplace, debarment, lobbying, and conflict-of-interest certifications — are identified in the Program-Specific Exhibit B and shall be completed and maintained by Supplier as a condition of participation.

## 6. Compensation & Payment

### 6.1 Rates & Fees

Contractor may assess administrative participation, registration, renewal, reinstatement, transaction, or similar supplier-network fees as set forth in the applicable Program-Specific

Exhibit B or other written program documentation provided to Supplier before the fee is incurred. Such fees are administrative in nature and relate to Supplier's registration, maintenance, compliance, and participation in the applicable Program; they are not fees for the award of any particular SOW, Engagement, requisition, or volume of work. All such fees are subject to the applicable Participating Addendum, Lead Contract, and applicable law. Contractor may dispute, reject, adjust, or withhold payment for any invoice, time entry, expense, milestone, Deliverable, or charge that Contractor or the Customer reasonably determines is inaccurate, unsupported, duplicative, unauthorized, noncompliant, not properly approved in the system of record, not performed, not accepted, or otherwise not payable under the applicable Program documents. Payment of an invoice does not waive Contractor's right to later dispute, audit, recoup, or offset amounts improperly billed or paid. Contractor reserves the right to elect whether and when to assess such fees, to waive them in whole or in part, and to modify Exhibit B-2 from time to time upon reasonable notice to Supplier.

Contractor shall pay Supplier the rates or milestone amounts set out in the Contractor's system of record on the terms selected in Exhibit B-1 Payment Term Selection Form, less applicable registration, administrative, transaction, and other fees acknowledged by the Customer.

Supplier shall not suspend, delay, reduce, or withhold Services, Resources, Deliverables, Work Product, transition assistance, documentation, or system access due to a payment dispute, fee dispute, or alleged breach by Contractor, except to the extent Supplier is expressly permitted to do so under an applicable SOW and only after providing any required notice and cure period.

### 6.2 Customer-Mandated Rate Reductions

Upon written notice from Contractor, Supplier shall negotiate in good faith to reduce the labor rate of any Resource subject to a Customer-mandated rate reduction. If the Customer mandates a rate reduction and Supplier fails to agree, the SOW and/or Engagement may be terminated.

### 6.3 Payment of Resources, Subcontractors, and Agents

Supplier shall pay its employees, subcontractors, and agents for work satisfactorily performed no later than ten (10) Business Days after receiving payment from Contractor, or in accordance with any written agreement between Supplier and such parties, whichever is earlier. If Supplier fails to timely pay any Resource, subcontractor, or other personnel and such failure threatens continued performance, legal compliance, Customer operations, or Contractor's relationship with the Customer, Contractor may, but is not obligated to, pay the affected person or entity directly or through another approved supplier. Any such payment will be deemed an advance or offset against amounts otherwise payable to Supplier, and Supplier shall reimburse Contractor for any excess amounts paid. Failure to make timely payment is a material breach of this Agreement, in which case Contractor (or, where applicable, the Customer or another approved supplier) may engage the affected individual directly or through another approved supplier, and Supplier shall waive and release any non-compete, non-solicitation, or similar restrictive covenant with such individual to permit continued performance, as further provided in Section 8.6.

### 6.4 Prohibition on Collateralizing or Encumbering Receivables

Supplier shall not collateralize, encumber, factor, pledge, or otherwise use as security any receivables or payments due from Contractor under this Agreement without Contractor's prior written consent, which may be withheld where Contractor reasonably determines that the arrangement could interfere with payment administration, setoff rights, audit rights, public-sector requirements, or Customer flow-down obligations. All rights to receive payments from the Contractor are free and clear of any liens, claims, or encumbrances, and Supplier shall take no action that would create or imply any such lien, claim, or encumbrance. Any attempt to do so is null and void and constitutes a material breach of this Agreement.

### 6.5 Offset and Recoupment

To the fullest extent permitted by applicable law and the applicable Lead Contract or Participating Addendum, Contractor may offset, recoup, withhold, or deduct from amounts otherwise payable to Supplier any undisputed amounts owed by Supplier to Contractor or the Customer, including Participation Fees, reinstatement fees, overpayments, duplicate payments, credits, chargebacks, indemnity amounts, audit findings, disallowed costs, costs of replacement services, costs incurred due to Supplier's breach, and amounts paid by Contractor to cure Supplier's failure to pay its personnel or subcontractors. Contractor may exercise this right across Programs, SOWs, Engagements, or invoices unless prohibited by applicable law or the applicable Program documents.

## 7. Insurance

Supplier shall purchase and maintain the state-mandated insurance coverage applicable to the jurisdiction(s) in which Supplier's Resources perform services, as set forth in the Program-Specific Exhibit B-3, which controls over this Article to the extent of any conflict.

Supplier shall provide Contractor and the Customer thirty (30) days advance notice of cancellation and shall list Contractor as Certificate Holder as follows: Computer Aid, Inc., Attn: Governance, Risk & Compliance, 1390 Ridgeview Drive, Allentown, PA 18104, insurance@cai.io.

Upon request by Contractor or the Customer, Supplier shall provide a Certificate of Insurance (COI), redacted insurance policies, coverage forms, or endorsements. Redaction is limited to proprietary pricing information; personally identifiable information (PII); 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 any content protected from disclosure under applicable law.

Failure to comply with and maintain compliance with all insurance requirements is a material breach that may result in default and, if uncured, termination for default. Supplier shall require and verify that all subcontractors maintain insurance meeting these requirements and shall ensure that Contractor and the Customer are additional insureds on insurance required from subcontractors. Supplier is prohibited from performing any work if it has allowed any required policy to lapse. These requirements do not limit Supplier's indemnity obligations or otherwise reduce Supplier's liability, and Contractor does not represent that the specified insurance is adequate to protect Supplier's interests; Supplier is responsible at its sole expense for any additional insurance it deems necessary.

## 8. Term & Termination

### 8.1 Term & Renewal

The term of this Agreement is one (1) year and will renew automatically for successive one (1) year periods at the end of each term unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term, or unless terminated sooner by either Party. Any state-specific limitation on automatic or evergreen renewal is set forth in the Program-Specific Exhibit B and modifies this Section accordingly.

### 8.2 Co-Termination

This Agreement terminates as to a particular Engagement or SOW upon the expiration or earlier termination of the Participating Addendum, Lead Contract, or other governing agreement under which that Engagement is performed, effective as of the termination date specified by the Customer. This Agreement remains in full force and effect as to all other Engagements or SOWs performed under any other Participating Addendum, Lead Contract, or governing agreement then in effect. Notwithstanding the foregoing, Supplier shall continue to perform, and Contractor shall continue to compensate Supplier for, work under any then-outstanding Engagements, Statements of Work or Purchase Orders to the extent such continuation is permitted by the terminated Participating Addendum, Lead Contract, or governing agreement, or is otherwise directed by Contractor. Termination under this Section is not a breach of this Agreement by either Party.

### 8.3 Termination for Convenience

Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party, unless the governing program restricts or prohibits such termination. Any Engagement and/or SOW may be terminated for convenience only upon the agreement of the Customer and on such notice as the Customer directs. Any termination by Supplier requires Supplier to complete any SOWs or Engagements then in process, unless otherwise directed by Contractor or the Customer. Contractor may, at its option, terminate any or all SOWs or Engagements in process when this Agreement is terminated or suspended for Contractor's convenience or for Supplier's breach.

### 8.4 Termination for Cause

In the event of a material breach by either Party — including any failure by Supplier to maintain compliant documentation, licensing, and payments — the non-breaching Party may terminate this Agreement or any Engagement or SOW, in whole or in part, on thirty (30) days advance written notice, with an opportunity to cure within the notice period. If the breach is not cured to the satisfaction of the non-breaching Party, termination becomes effective at the end of the cure 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. No cure period is required for breaches involving fraud, intentional misrepresentation, falsified time or invoices, submission of materially inaccurate qualifications or certifications, debarment or suspension, loss of required licensure, lapse of required insurance during performance, unauthorized access to systems or data, violation of law, failure to maintain work authorization, breach of confidentiality or data-security obligations, or any Customer-directed removal or termination; if it is later found that the information was not false or fraudulently submitted,

the termination converts to one for convenience and Supplier may be eligible for reinstatement in Contractor's sole discretion.

### 8.5 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 or Engagement, in whole or in part, without liability except for payment of Services performed and Deliverables accepted prior to the termination date. State-required non-appropriation wording, where mandated, is set forth in the Program-Specific Exhibit B.

### 8.6 Effect of Termination & Transition

The termination or expiration of this Agreement does not affect rights or obligations that accrued prior to termination. Upon termination, Contractor and the Customer have no further obligation to 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; Supplier is not entitled to payment for anticipated or lost profits. Supplier shall cease all performance not specifically directed to be completed in the termination notice and shall immediately return or transfer all work-in-progress, equipment, records, and other materials in accordance with Section 10.7 (Return of Materials) and the Participating Addendum and Lead Contract. In case of early termination of this Agreement, any SOW, or any Engagement, Contractor, the Customer, or another approved supplier, as applicable, may engage the affected individual directly or through another approved supplier to permit continued performance, and Supplier shall waive and release any non-compete, non-solicitation, or similar restrictive covenant that would otherwise prevent that individual from continuing to perform services for the Customer.

Supplier shall follow the termination procedures and notice periods specified in active SOWs and shall not terminate this Agreement without notice when an active SOW requires a notice or performance period before termination.

Supplier shall not interfere with, delay, restrict, or condition any transition of Services, Resources, work-in-progress, Customer materials, access credentials, documentation, or knowledge transfer to Contractor, the Customer, or another supplier. Supplier shall not withhold transition assistance, Work Product, records, system access, or other materials due to any payment dispute, fee dispute, or other alleged breach by Contractor.

### 8.7 Suspension

Contractor may suspend Supplier's participation in any Program, SOW, Engagement, system, requisition process, or payment process, in whole or in part, immediately upon notice if Contractor reasonably determines that suspension is necessary due to Supplier's breach, suspected fraud, inaccurate submissions, nonpayment of personnel or subcontractors, insurance lapse, documentation lapse, security concern, Customer direction, legal or regulatory requirement, audit concern, debarment concern, conflict of interest, or

other condition that may expose Contractor or the Customer to risk. Suspension does not waive Contractor's right to terminate or pursue any other remedy.

## 9. Intellectual Property & Work Product

**"Work Product"** means all inventions, methods, processes, improvements, software designs, computer programs, source and object code, know-how, data, and original works of authorship discovered, created, or developed by Supplier or its Resources, solely or jointly with Contractor or the Customer, in the performance of this Agreement or any SOW. All Work Product is and shall remain the sole property of the Customer (or, where the Customer is not a governmental entity, the Contractor), regardless of whether it is a "work made for hire," and shall be promptly and fully disclosed to Contractor and the Customer. At no time may Supplier deny Contractor or the Customer access to the Work Product in any form.

Supplier irrevocably transfers, grants, conveys, and assigns to the Customer (or Contractor, as applicable) all right, title, and interest it now has or may acquire in and to the Work Product under patent, copyright, trade secret, and trademark law, in perpetuity or for the longest period permitted by law, and expressly waives any moral rights created. Supplier shall require all Resources and subcontractors to make the same assignment and waiver and shall assist the Customer and Contractor, upon reasonable request and at no additional cost, in executing documents necessary to obtain and enforce such protections. Supplier or its subcontractors retain ownership of pre-existing intellectual property used in performance and grant Contractor and the Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license to use any such pre-existing materials embodied in the Work Product. This Article survives expiration or termination of this Agreement.

## 10. Confidentiality, Data Privacy & Security

### 10.1 Confidentiality

Each Party shall (i) hold in strict confidence all Confidential Information of the other Party, the Contractor, and the Customer; (ii) use Confidential Information solely as necessary to perform its obligations under this Agreement; and (iii) not disclose, transfer, or make available any Confidential Information to any third party without prior written consent. Each Party shall protect Confidential Information using at least the same degree of care it uses for its own confidential information, but no less than reasonable care. Any violation of confidentiality obligations is a material breach. This Section survives expiration or termination of this Agreement.

Provided, however, Contractor may update Program-specific requirements, flow-down obligations, compliance obligations, security requirements, certifications, forms, insurance requirements, and operational procedures upon notice to Supplier to the extent required by the Customer, Lead Contract, Participating Addendum, applicable law, governmental authority, or Program administration. Supplier shall comply with such updates as a condition of continued participation in the affected Program.

### 10.2 Data Privacy & Security

Supplier shall comply with the Data Privacy and Security Addendum set forth in Exhibit A, which is incorporated herein. The Privacy Laws applicable to a given jurisdiction, together

with any state-specific breach-notification timing and regulator-notice requirements, are set forth in the Program-Specific Exhibit B.

### 10.3 Protected Health Information & HIPAA

To the extent performance involves access to Protected Health Information (“PHI”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, Supplier shall comply with all applicable provisions of HIPAA and the HITECH Act and shall: (i) not use or disclose PHI other than as permitted by this Agreement or required by law; (ii) use appropriate administrative, physical, and technical safeguards to prevent unauthorized use or disclosure; (iii) promptly report any use or disclosure not provided for by this Agreement; (iv) mitigate any harmful effect of an improper use or disclosure; (v) impose these same requirements on its Resources and subcontractors; (vi) provide access to, and make available for amendment, PHI in its records at Contractor’s or the Customer’s request; and (vii) enter into a Business Associate Agreement where required by law. Any state-specific health-information or medical-records requirements are set forth in the Program-Specific Exhibit B.

### 10.4 Security Compliance & Breach Notification

Supplier shall comply with all applicable Customer and Contractor information-security policies, standards, and guidelines, and all applicable federal, state, and local laws governing the security of data and systems. Any unauthorized release of Confidential Information, or of Customer or Contractor proprietary or personal information, by Supplier or its Resources is a material breach. Supplier shall notify Contractor and any affected Customer of any Information Security Incident without undue delay, and in no event later than 24 hours after Supplier discovers, or reasonably should have discovered, the incident. This is the sole notification deadline applicable to such incidents under this Agreement and Exhibit B; Exhibit B may shorten, but not lengthen, this deadline where required by applicable state law. To the extent permitted by law, Supplier shall give Contractor and the affected Customer the opportunity to participate in the investigation and to control reporting of the unauthorized disclosure. Supplier shall, at least annually, obtain an audit of its environment providing assurance of controls relevant to security, availability, processing integrity, confidentiality, and privacy in accordance with then-current AICPA standards, and shall indemnify, defend, and hold harmless Contractor and the Customer from any claims arising from Supplier's failure to perform under this Section.

### 10.5 Data Localization & Import/Export

Supplier shall comply with all applicable data import/export laws and shall require all Resources to perform Services within the United States. Any data deemed “restricted” or “sensitive” by federal or state authorities or by the Customer may only be collected, developed, analyzed, stored, accessed, or otherwise processed by persons or entities working within the United States, and shall not be transferred outside the United States without the prior written consent of Contractor and the Customer. Performance of Services outside the United States during the period of performance of any SOW or Engagement is a material breach of this Agreement.

### 10.6 Public Records & Freedom of Information

Supplier acknowledges that the Customer is a governmental entity subject to public-records and freedom-of-information laws, and that documents comprising or relating to this Agreement, any SOW, or any Engagement may be subject to public disclosure. Confidentiality stamps or legends Supplier attaches may be disregarded to the extent they claim confidentiality beyond that permitted by applicable public-records law. Supplier shall, where required by the Customer or applicable law, retain, maintain, produce, and ultimately transfer or destroy public records in accordance with the Customer's instructions. The specific public-records definitions, custody, production, retention, and destruction requirements applicable to a given jurisdiction are set forth in the Program-Specific Exhibit B, which controls to the extent of any conflict.

Contractor does not guarantee that Supplier information submitted in connection with a public-sector Program will be exempt from disclosure under applicable public-records laws. Supplier is responsible for clearly identifying any information it contends is exempt, together with the legal basis for the claimed exemption, but acknowledges that the applicable governmental authority may make the final disclosure determination.

### 10.7 Return of Materials

Upon request of Contractor, and in all cases upon expiration or termination of this Agreement, Supplier shall promptly return to Contractor or the Customer, as directed, all items provided or created in connection with the Services — including equipment, tools, consumables, memoranda, notes, records, drawings, manuals, computer software, data, and other documents or materials, and all copies, regardless of medium — including, without limitation, materials provided by Contractor or the Customer; materials created by Supplier as part of the Deliverables; materials containing any Confidential Information, trade secrets, or program materials; or materials constituting public records belonging to a governmental authority. State-specific public-records definitions, custody, production, retention, and destruction requirements applicable to a given jurisdiction are set forth in Program-Specific Exhibit B.

All such materials shall be returned in good condition, securely packaged, 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, with all copies on Supplier systems destroyed (other than copies retained on backup media that are securely archived and inaccessible to users). Unless otherwise agreed in writing, all returns must occur within five (5) Business Days of request or termination, or within such shorter period as required by law, and Contractor or the 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; Contractor may invoice Supplier for such cost, payable within fourteen (14) calendar days, and may deduct unpaid amounts from any amounts due to Supplier. This Section survives expiration or termination of this Agreement.

Supplier shall also provide all administrator credentials, access information, configuration files, documentation, license information, account-transfer information, and other materials reasonably necessary for Contractor or the Customer to access, operate, maintain, transition, or recover any system, environment, repository, tool, or third-party service used

in connection with the Services. Supplier shall not retain administrative control over any Customer or Contractor account, environment, repository, or system after termination or upon Contractor's request.

## 11. Representations, Warranties & Malicious Code

### 11.1 Warranties

Supplier represents and warrants that: (i) it has the right to perform all Services and provide all Deliverables without violating or infringing any law, regulation, copyright, patent, trade secret, or other proprietary right of any third party; (ii) all Services and contractual obligations will be performed in a professional and workmanlike manner with the care, skill, and diligence consistent with or exceeding the professional standards recognized in Supplier's industry, and Supplier is responsible for the professional quality, technical accuracy, and completeness of all Deliverables; (iii) all Services and Deliverables will meet or exceed the requirements of the applicable SOW, Engagement, Participating Addendum, and Lead Contract; (iv) Supplier has the financial capacity to perform and has no knowledge of any pending or threatened legal proceeding that could materially affect its performance; and (v) Supplier has met similar contractual obligations of comparable or greater complexity for other customers without significant performance problems. These warranties are in addition to, and do not limit, any warranties in the Participating Addendum or Lead Contract. If Contractor reasonably determines that Supplier's financial condition, payment practices, insurance status, litigation, tax status, debarment risk, or operational capacity may impair Supplier's ability to perform, Contractor may require Supplier to provide reasonable assurances of performance, updated financial or compliance information, evidence of insurance, proof of payment to personnel or subcontractors, or other documentation reasonably requested by Contractor. Failure to provide adequate assurances within the time specified by Contractor constitutes a material breach.

### 11.2 Malicious Code

Supplier warrants that it has used commercially reasonable efforts, through industry-standard quality-assurance procedures, to verify that the Deliverables contain no computer viruses, worms, time bombs, trojans, ransomware, or other malicious code or undocumented features intended to or capable of damaging, destroying, altering, disrupting, or disabling any Contractor or Customer system, software, firmware, hardware, or data, or revealing or compromising any data. Supplier shall use the best available means to scan any media provided to Contractor or the Customer, waives any right to exercise license-termination or disabling rights by electronic means, and acknowledges that Contractor and the Customer may pursue all available remedies, including injunctive relief, for any breach of this Section.

## 12. Audit & Records

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 SOW, for a period of four (4) years from the date of final payment under the applicable SOW. Where a longer retention

period or different audit-access terms apply in a given jurisdiction, those requirements are set forth in the Program-Specific Exhibit B.

The Customer, Contractor, and any duly authorized representatives of the Customer or federal agencies (including the U.S. Comptroller General or federal grant-awarding entities) (each, an "Auditing Entity") may inspect, audit, and examine all parts of Supplier's or its subcontractors' places of business and relevant records relating to performance or invoicing under this Agreement. Supplier shall acknowledge receipt of an audit request within twenty-four (24) hours, and the Auditing Entity and Supplier shall thereafter cooperate in good faith to schedule the audit at a mutually reasonable time and place, at reasonable hours, within a reasonable period following the request. If fraud, waste, abuse, or an emergency is suspected, the Auditing Entity may conduct the audit or inspection without advance notice or a scheduling period. Supplier shall make records available at its offices or electronically, furnish copies at no cost upon request, 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, 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. 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 Subpart F of the Uniform Guidance. Supplier shall incorporate this Article in its entirety into all subcontracts for Services under this Agreement.

Furthermore, Contractor may audit or request documentation supporting Supplier’s eligibility for any reduced fee, targeted-business classification, preferred supplier designation, diversity classification, small-business status, or other Program status claimed by Supplier. If Contractor determines that Supplier was not eligible for the classification or reduced fee, Contractor may retroactively assess the difference between the reduced fee and the applicable standard fee, together with any administrative reinstatement or correction fee authorized under the applicable Program-Specific Exhibit B.

## 13. Indemnification

### 13.1 General Indemnity

Supplier, at its own expense, shall indemnify, defend, and hold harmless Contractor, the applicable Customer, and their respective employees, directors, officers, agents, successors, and assigns from any third-party claim, demand, or cause of action, and all associated losses, damages, fines, penalties, expenses, or liabilities (including reasonable attorneys' fees, costs, and expert expenses), to the extent arising out of or resulting from (i) any act, omission, negligence, or willful misconduct of Supplier, its personnel, or agents in connection with the Services, including personal injury (including death) or property or environmental damage, or (ii) any claim that Supplier, in the course of its engagement, infringed or violated the patent, copyright, license, or other proprietary right of a third party. This Section 13.1 governs indemnification for third-party claims only; Supplier's liability to Contractor or the Customer for its own breach of this Agreement is governed by Article 14.

Contractor shall (a) provide Supplier with prompt written notice of any claim for which indemnification is sought, provided that a delay in notice shall not relieve Supplier of its obligations except to the extent Supplier is materially prejudiced by the delay; (b) permit Supplier to control the defense and settlement of the claim, using counsel reasonably acceptable to Contractor, provided that Supplier shall not settle any claim that imposes any admission of liability, injunctive relief, or other non-monetary obligation on Contractor or the Customer without Contractor's prior written consent, not to be unreasonably withheld; and (c) provide reasonable cooperation, at Supplier's expense, in the defense of the claim. Contractor may participate in the defense with counsel of its own choosing at its own expense.

If any Supplier performance is held to infringe a third party's intellectual property rights and its use is or may be enjoined, Supplier shall, at its option, (1) modify the infringing item at its own expense so that it is non-infringing; (2) procure for Contractor the right to use it at no cost to Contractor or the Customer; or (3) if neither is commercially feasible, terminate the rights of Contractor and the Customer in the infringing materials and refund amounts paid for them.

### 13.2 Employment-Related Indemnity

Supplier shall indemnify, defend, and hold harmless Contractor, the applicable Customer, and their respective officers, directors, agents, employees, and assigns against any claim, demand, cause of action, loss, damage, expense, or liability (including reasonable attorneys' fees, costs, and expert expenses) brought by any person or entity for wages, compensation, premiums, tax payments, contributions, or employee benefits, as well as harassment or discrimination claims (unless caused by Contractor), with respect to any of Supplier's employees, agents, subcontractors, or subcontractor's employees assigned to provide Services. Supplier shall further indemnify, defend, and hold harmless Contractor from any suit, claim, demand, loss, expense, or damage (including reasonable attorneys' fees) arising from any claim asserting an employer-employee relationship between such individual and Contractor or the Customer — including claims for workers' compensation benefits, co-employment, unemployment insurance, withholding taxes, or payroll taxes. Each Party shall also indemnify the other for any assertion of an employment relationship between the indemnifying Party (or its subcontractors or personnel) and the other Party, and for the indemnifying Party's failure to pay wages, benefits, or applicable taxes. Supplier shall include the indemnity clauses of this Article in all related subcontracts.

### 13.3 Relationship to Participating Addendum & Lead Contract

Any indemnification obligations in the Participating Addendum and Lead Contract apply with respect to the negotiation, performance, or termination of any SOW relating to this Agreement, and, where such obligations conflict with this Agreement, the Participating Addendum or Lead Contract obligations supersede this Article only to the extent of the conflict. In fulfilling its indemnification obligations, Supplier shall use legal counsel reasonably acceptable to the indemnified party.

## 14. Limitation of Liability

### 14.1 Flow-Down of Liability Allocation

Except as provided in Section 14.4 or as otherwise required by the applicable Participating Addendum, Lead Contract, or applicable law, each Party's total aggregate liability arising out of or relating to a specific SOW or Engagement shall not exceed the fees paid or payable by Contractor to Supplier under that SOW or Engagement during the twelve (12) months immediately preceding the event giving rise to the claim. If the applicable Participating Addendum or Lead Contract imposes a different liability allocation that must be flowed down to Supplier. Supplier's liability under this Section is calculated by reference to the fees paid or payable to Supplier for the engagement giving rise to the claim, and not by reference to the total value of the Participating Addendum, Lead Contract, or Contractor's broader relationship with the Customer. To the extent the Participating Addendum or Lead Contract establishes a liability cap, allocation, or waiver, those documents control over this Article in accordance with the order of precedence in Article 2.

### 14.2 Exclusion of Indirect Damages

Except as provided in Section 14.4, neither Party shall be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, or loss of goodwill, arising out of or relating to this Agreement, whether based in contract, tort (including negligence), strict liability, or any other theory, and even if the Party has been advised of the possibility of such damages.

### 14.3 Mutual Cap on Liability

Except as provided in Section 14.4, each party's total aggregate liability to the other party arising out of or relating to this Agreement and all SOWs and Engagements shall not exceed the total fees actually paid by Contractor to Supplier under the applicable SOW or Engagement during the twelve (12) months immediately preceding the event giving rise to the claim. This limitation does not apply to (i) Contractor's obligation to pay undisputed amounts properly due to Supplier for Services rendered and Deliverables accepted, or (ii) Supplier's obligation to refund amounts improperly invoiced or paid.

### 14.4 Exceptions

The limitations and exclusions in Sections 14.2 and 14.3, and any liability cap that would otherwise apply under Section 14.1, do not apply to, and shall not limit, either party's liability for any loss, damage, cost, or expense arising out of or relating to:

- that party's indemnification obligations under Article 13;
- that party's breach of its confidentiality obligations under Section 10.1;
- Supplier's breach of its data privacy, security, or breach-notification obligations under Article 10 or Exhibit B, including any Information Security Incident;
- infringement or misappropriation of any patent, copyright, trade secret, or other intellectual property right, or breach of Article 9 (Intellectual Property & Work Product);
- that party's violation of applicable law or of any state certification or flow-down obligation;
- that party's gross negligence, willful misconduct, or fraud;

- bodily injury (including death) or damage to tangible or real property caused by Supplier or its Resources;
- Supplier's obligations to the extent covered by insurance required under Article 7; and
- Supplier's payment, refund, fee, offset, and return-of-materials obligations under this Agreement.

Neither party's liability for the matters listed in this Section 14.4 is subject to any cap under this Article, except to the extent a mandatory cap is required by the Participating Addendum (if any), the Lead Contract (if any), or applicable law.

### 14.5 General

The limitations in this Article apply to the maximum extent permitted by applicable law and do not limit either Party's liability that may not be limited or excluded under applicable law. Each cap in this Article is an aggregate cap, not a per-claim cap, and applies notwithstanding any failure of essential purpose of any limited remedy. Nothing in this Article limits Supplier's indemnification obligations under Article 13 or its insurance obligations under Article 7, reduces the insurance proceeds available to Contractor, or relieves Supplier of any liability required to be borne by Supplier under the Participating Addendum or Lead Contract.

### 14.6 Severability of Liability Terms

If applicable law in a given jurisdiction voids, limits, or otherwise renders unenforceable any cap, exclusion, waiver, or flow-down provision of this Article 14 — including as a result of an anti-indemnity statute or a state-law restriction on limitation-of-liability provisions — that provision shall be enforced to the maximum extent permitted under such law, and the remaining provisions of this Article 14 shall remain in full force and effect. Any program-specific override or modification of this Article required by applicable law is set forth in Exhibit B and controls over this Article to the extent of any conflict.

## 15. Subcontractors & Flow-Down

Supplier remains fully responsible and liable for all work performed by, and all acts and omissions of, its subcontractors and their personnel. Contractor may require Supplier to identify all subcontractors, lower-tier subcontractors, staffing sources, employer-of-record entities, and other entities in the performance chain. Contractor or the Customer may reject or require removal of any subcontractor or lower-tier provider for any lawful reason, including compliance, security, performance, conflict, debarment, insurance, or Program concerns. Supplier shall require all subcontractors to comply with, and shall flow down to them, all obligations imposed on Supplier under this Agreement, the applicable SOW, the Participating Addendum, and the Lead Contract — including obligations relating to confidentiality, data privacy and security, intellectual property assignment, background checks, work authorization, insurance, audit, and compliance with law. Supplier is responsible for the timely payment of its subcontractors. Supplier shall not subcontract to any entity that is debarred, suspended, or otherwise excluded from federal or state procurement programs, or that owes back taxes to any applicable governmental authority without an approved payment arrangement. Supplier shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of Contractor

and, where required, the Customer. Upon request, Supplier shall certify in writing that all required flow-down obligations have been included in Supplier's agreements with subcontractors and lower-tier providers and shall provide copies of such agreements or relevant excerpts, subject to reasonable redaction of pricing and other unrelated confidential terms.

## 16. Restrictive Covenants

### 16.1 Non-Solicitation of Contractor's Customers

Neither Supplier nor any employees or representatives of the business unit providing Resources under this Agreement shall solicit the Customer or any Customer agency for services that have been referred to Contractor by the Customer and are intended to be released as a requirement under this Agreement. Any such solicitation may result in removal from Contractor's vendor network and/or termination of this Agreement. Supplier shall not use any confidential or proprietary information obtained through performance regarding Contractor's customers, suppliers, or internal operations. These prohibitions survive termination and remain in effect for one (1) year following expiration or termination. Nothing in this Agreement restricts Supplier from: (a) performing under current contracts or exercising existing options or extensions with the Customer or its agencies; (b) providing services to the Customer that are new or different from those performed under this Agreement; or (c) working for Customer agencies to which Supplier was not introduced by Contractor, provided such activities comply with Article 17 (Conflict of Interest).

Supplier shall not circumvent Contractor by using information obtained through a Program, requisition, SOW, Engagement, Customer communication, system of record, or Contractor relationship to contract directly with the Customer for the same or substantially similar services outside the Program, unless expressly permitted by the applicable Program documents or approved in writing by Contractor.

### 16.2 Non-Solicitation of Employees

Without the written consent of Contractor, Supplier shall not, prior to the end of the one (1) year period following (a) the date of completion of any related SOWs or Engagements 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 Contractor or the Customer with whom there has been contact in connection with the performance of Services under an SOW or Engagement. Supplier agrees this is a material term negotiated to protect Contractor and its valuable intellectual property and the training and support provided to Contractor's employees.

## 17. Conflict of Interest, Ethics, Debarment & Suspension

Supplier warrants that its entry into this Agreement is made without collusion or fraud and that it has not offered, given, or received any kickback, inducement, or anything of more than nominal value to or from any other supplier, subcontractor, or public employee having official responsibility for the applicable procurement. Supplier shall comply with all applicable ethics-in-public-contracting, anti-kickback, and conflict-of-interest laws of the applicable jurisdiction and shall promptly notify Contractor and the Customer of any actual or potential conflict of interest. Supplier shall comply with the federal Byrd Anti-Lobbying

Amendment (31 U.S.C. § 1352) and any applicable lobbying-disclosure certification requirements. Supplier represents that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federal or state procurement or non-procurement programs, and shall promptly notify Contractor if its status changes during the term. Jurisdiction-specific ethics, gift, lobbying, conflict-of-interest, and debarment certifications are set forth in the Program-Specific Exhibit B.

Supplier represents that neither Supplier nor, to Supplier's knowledge, any of its owners, officers, principals, subcontractors, or Resources assigned to perform Services is listed on, owned or controlled by a person listed on, or acting on behalf of a person listed on, any applicable sanctions, restricted-party, excluded-party, or debarment list. Supplier shall screen applicable personnel and subcontractors as required by law and Program requirements and shall promptly notify Contractor of any change in status.

## 18. General Provisions

### 18.1 Survival

Any provisions that by their nature are intended to survive — including those relating to confidentiality, intellectual property ownership, data protection, public records, indemnification, limitation of liability, dispute resolution, audit rights, compliance with law, restrictive covenants, and payment obligations — survive termination or expiration and remain in full force and effect. Any provision that creates a right of action by one Party against the other survives termination.

### 18.2 Compliance with Laws

Each Party shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. Supplier shall comply, and shall cause all Resources and subcontractors to comply, with all Customer and Contractor policies, procedures, codes of conduct, security requirements, facility rules, acceptable-use standards, remote-work requirements, and other written requirements made available to Supplier or applicable through the Program documents or system of record.

Supplier shall maintain all business registrations, tax registrations, good-standing status, professional licenses, permits, and governmental authorizations required to perform the Services in each applicable jurisdiction. Supplier shall promptly notify Contractor if any such registration, license, permit, authorization, or good-standing status lapses, is suspended, or is not renewed.

### 18.3 Assignment

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

### 18.4 Governing Law, Venue, Attorneys' Fees & Waiver of Jury Trial

This Agreement and any dispute, claim, or controversy arising out of or relating to this Agreement, including Supplier's participation in any Program, the CAI Supplier Portal, any Participation Fees, any SOW, any Engagement, and the Parties' contractual relationship, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflicts-of-law rule that would require the application of the law of another jurisdiction.

Subject only to the exceptions in the next paragraph, Supplier irrevocably agrees that any legal action, suit, or proceeding brought by Supplier against Contractor arising out of or relating to this Agreement, any Program, any SOW, any Engagement, any Participation Fees, or the Parties' relationship shall be brought exclusively in the state or federal courts located in or serving Lehigh County, Pennsylvania. Supplier irrevocably submits to the personal jurisdiction of those courts and waives, to the fullest extent permitted by law, any objection to jurisdiction, venue, or inconvenient forum. Contractor may bring an action against Supplier in those courts or, at Contractor's option, in any other court having jurisdiction over Supplier or Supplier's assets, including for injunctive relief, collection, setoff, enforcement of payment obligations, protection of Confidential Information, protection of Data, enforcement of restrictive covenants, or enforcement of any judgment.

Notwithstanding the foregoing, nothing in this Section limits or modifies any mandatory federal, state, local, public-sector, Customer, Lead Contract, Participating Addendum, or Program-specific requirement that applies to Supplier's performance, eligibility, certifications, insurance, data security, privacy, public records obligations, audit rights, work authorization, E-Verify, prompt-payment requirements, fee restrictions, non-appropriation terms, or other compliance obligations for a specific Program, SOW, or Engagement. Those requirements apply only to the affected Program, SOW, or Engagement and only to the extent they are mandatory or expressly incorporated through the applicable Program-Specific Exhibit B, Lead Contract, Participating Addendum, SOW, Engagement, or other Program documentation.

Supplier shall bring any action against Contractor exclusively in the state or federal courts located in or serving Lehigh County, Pennsylvania. Contractor may bring any action against Supplier in those courts or in any other court having jurisdiction over Supplier, Supplier's assets, the applicable Services, or the relief sought. Supplier waives any objection to jurisdiction, venue, or inconvenient forum in any action brought by Contractor in accordance with this Section.

In any legal action, arbitration, or other proceeding brought to enforce or interpret any term of this Agreement, the prevailing party is entitled to recover from the non-prevailing party all reasonable attorneys' fees, court costs, and related expenses, including paralegal fees, expert-witness fees, disbursements, and all other charges billed by legal counsel, including all appellate proceedings, except to the extent such recovery is prohibited by applicable law or an applicable public-sector requirement. Each Party, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action arising out of or relating to this Agreement, the Parties' negotiations, any Program, any SOW, any Engagement, or the Parties' relationship, whether sounding in contract, tort, statute, or otherwise.

Notwithstanding any other order of precedence set forth in this Agreement, this Section 18.4 governs disputes between Contractor and Supplier unless a different governing law, venue, forum, or dispute-resolution requirement is expressly identified in the applicable Program-Specific Exhibit B as a mandatory requirement applicable to the CAI-supplier relationship.

### 18.5 Force Majeure

Each Party is excused from performance for any period and to the extent it is prevented from performing by an act of God or other cause beyond its reasonable control that it could not have prevented by reasonable precautions — including epidemic, pandemic, government order, or failures or fluctuations in electric power, heat, light, air conditioning, or telecommunications equipment — and such nonperformance is not a default or a ground

for termination. The Parties are also excused from performance of an SOW during the activation of the force-majeure provision applicable to that SOW. A Party claiming force majeure shall promptly notify the other Party and use reasonable efforts to mitigate and resume performance.

### 18.6 Publicity

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

### 18.7 Notices

Any notice required or permitted under this Agreement shall be in writing and is deemed delivered on the earlier of the day actually received (if received on a Business Day, or otherwise on the next Business Day); the first Business Day after deposit with Federal Express or comparable air courier; the second Business Day after deposit with USPS Express Mail, return receipt requested; or the third Business Day after deposit with USPS registered or certified mail, return receipt requested — in each case addressed to the respective Party at the address below or such other address as a Party designates by notice.

| | |
|---|---|
| **If to CONTRACTOR:**<br>Computer Aid, Inc.<br>Governance, Risk & Compliance<br>1390 Ridgeview Dr., Suite 300<br>Allentown, PA 18104<br>governance@cai.io<br>**With a copy to:**<br>Gregg M. Feinberg, Esq.<br>Feinberg Law Office<br>1390 Ridgeview Drive, Suite 301<br>Allentown, PA 18104<br>gregg@feinberglaw.com | **If to SUPPLIER:** |

### 18.8 Entire Agreement & Amendment

This Agreement, together with the Exhibits attached and referenced herein and any pricing addenda and Statements of Work subsequently executed, is the final and entire expression of the Parties' agreement with respect to its subject matter, superseding any prior representations, statements, or agreements to the contrary. This Agreement may be amended only by a writing signed by the Parties.

Contractor may maintain Program documents, fee schedules, compliance requirements, and supplier instructions in Contractor's supplier portal or system of record. Supplier is responsible for reviewing and complying with the then-current version applicable to each Program, provided that no material fee increase or material new contractual obligation will

apply retroactively unless Supplier expressly accepts it or it is required by the applicable Lead Contract, Participating Addendum, Customer requirement, or law.

### 18.9 No Waiver

No failure or delay by a Party in exercising any right under this Agreement operates as a waiver, and no single or partial exercise of any right precludes any further exercise of that or any other right. Any waiver must be in writing and signed by the waiving Party.

### 18.10 Third-Party Beneficiary

The applicable Customer is an intended third-party beneficiary solely with respect to the Services performed for that Customer and solely to the extent necessary to enforce obligations intended for that Customer's benefit under the applicable Program, SOW, Engagement, Participating Addendum, or Lead Contract.

### 18.11 Authority

If the person signing this Agreement does so as a representative of a Party, that person represents that they have the express authority to bind that Party and that entering into this Agreement does not violate any other contract to which the Party is bound.

### 18.12 Severability; Successors; Headings

If any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be deleted and the remaining provisions continue in full force and effect. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, legal representatives, and permitted assigns. Section headings are for reference and convenience only and do not affect interpretation.

### 18.13 Counterparts & Electronic Signatures

This Agreement may be executed in several counterparts, all of which together constitute one agreement. Any signatures (including any electronic symbol or process attached to or associated with this Agreement and adopted with intent to sign) have the same legal validity and enforceability as a manually executed signature, to the fullest extent permitted by applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the Pennsylvania Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act, and the Parties waive any objection to the contrary.

*IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.*

Supplier may accept this Agreement, any Program-Specific Exhibit B, or other program documentation through Contractor's supplier portal, electronic signature, click-through acknowledgment, or other electronic process designated by Contractor. Any such acceptance constitutes Supplier's electronic signature and agreement to be bound, provided Contractor maintains an electronic record reasonably identifying the accepted document, version, date/time of acceptance, accepting user, and Supplier account.

| **CONTRACTOR — Computer Aid, Inc.** | **SUPPLIER** |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## Exhibit A — Data Privacy and Security Addendum

### Definitions

**“Personal Data”** means any data, information, or record that directly or indirectly identifies or relates to an identifiable natural person or is otherwise subject to any Privacy Law, including name, home address, telephone number, personal e-mail address, payment/credit card data, Social Security Number, Tax Identification Number, 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 processed by Supplier or any third party acting on Supplier’s behalf in connection with the Services.

**“Contractor Data”** means all data owned or created by Contractor relating to its finances, business operations, intellectual property, human resources, or its Customer.

**“Customer Data”** means any data belonging to Contractor’s Customer that would be similarly classified (e.g., customer finances, business operations, intellectual property). Customer Data maintained within Contractor’s infrastructure remains Customer Data.

**“Data”** means Personal Data, Contractor Data, and Customer Data, collectively.

**“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 its privacy or confidentiality; 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.

**“Privacy Laws”** means all applicable laws and industry standards relating to the privacy, data protection, electronic storage, confidentiality, processing, or security of Data, including (i) state security-breach-notification laws, minimum-security-requirement laws, and secure-disposal laws, and similar federal, state, local, and international requirements; (ii) electronic-storage industry standards; and (iii) U.S. state data-protection laws, including the state-specific Privacy Laws and breach-notification requirements identified in the Program-Specific Exhibit B.

**“Process,” “processing,” or “processed”** include receipt, collection, creation, recording, organization, storage, retrieval, consultation, use, manipulation, amendment, transmission, disclosure, discarding, destruction, and/or erasure of Data.

### Supplier Obligations

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

- take all appropriate and commercially reasonable measures — including administrative, physical, technical (including electronic), and procedural safeguards, encryption meeting storage-industry standards for data at rest and in transit, electronic barriers (e.g., firewalls), and password-protected access for electronic information, and secured storage and secure destruction for tangible information — to protect Data against any Information Security Incident;

- maintain a reasonable, commercially feasible information-security program that complies with all applicable laws and is designed to reasonably ensure the security and confidentiality of all Data;
- comply with all applicable Privacy Laws relating to the privacy, data protection, electronic storage, confidentiality, processing, or security of Data;
- not transfer Data outside the United States for processing without Contractor's prior express written consent;
- not sell, share, or otherwise transfer or disclose any Data to any other party without Contractor's prior express written consent, except as specifically permitted by this Addendum or required by law;
- not use Data in any manner not specifically permitted under this Agreement without Contractor's prior express written consent;
- not send marketing or promotional communications to Contractor or Customer employees or consumers without explicit written consent;
- not aggregate or combine Data with any other data without Contractor's prior express written consent;
- not subcontract any of its rights or obligations under this Addendum without Contractor's prior express written consent, and where subcontracting is consented to, do so only by written agreement imposing the same privacy and security obligations, remaining fully liable to Contractor for the subcontractor's performance;
- ensure Data is available only to Supplier personnel with a legitimate business need, who are bound by enforceable confidentiality obligations and have received data-protection training;
- not retain Data longer than reasonably necessary in accordance with Contractor record-retention policies and, when no longer necessary or upon expiration or termination (or earlier at Contractor's written request), return, destroy (e.g., by secure shredding or digital wiping), or arrange for the secure destruction of every original and copy of all Data in its possession, custody, or control, and certify such return or destruction in writing, including the method used; where applicable law does not permit such return or destruction, ensure the confidentiality of the Data and not use or disclose it after termination or expiration;
- where Supplier uses a third party for disaster recovery or other services, disclose this to Contractor in writing (including provider name, purpose, and confidentiality/privacy/security steps taken) and cause each such third party to agree in writing to be bound by substantially similar terms, and audit each such third party at least annually (which may consist of a SSAE 18 audit, at Contractor's option);
- monitor Supplier's information systems for unauthorized access, implement an incident-response policy specifying actions to be taken upon detection of unauthorized access, and provide a copy of that policy to Contractor upon request;
- within five (5) Business Days of Contractor's request, either update, correct, or delete Data (or modify an individual's choices regarding permitted use) or provide Contractor access to perform those activities itself;

- immediately notify Contractor's Chief Compliance Officer of any notice from a governmental or regulatory authority alleging a failure to comply with Privacy Laws, or if Supplier otherwise reasonably believes it or Contractor may have failed or may fail to comply;
- at Contractor's direction, cooperate and comply with any requests or instructions issued by any privacy or data-protection authority applicable to Contractor or Data; and
- not input, upload, disclose, transmit, or otherwise make available Contractor Data, Customer Data, Personal Data, Confidential Information, Work Product, source code, credentials, or non-public Program information to any generative artificial intelligence tool, large language model, machine-learning system, automated code assistant, transcription tool, or similar technology unless Contractor has provided prior express written approval and Supplier has confirmed that such use complies with applicable Customer requirements, data-security requirements, confidentiality obligations, and law;
- Supplier shall maintain a vulnerability-management program designed to identify, assess, prioritize, remediate, and document vulnerabilities affecting systems used to perform the Services or process Data. Supplier shall remediate critical and high-risk vulnerabilities within timeframes consistent with applicable industry standards, Customer requirements, and Contractor's reasonable instructions;
- upon request, Supplier shall provide current security documentation reasonably requested by Contractor or the Customer, which may include security questionnaires, SOC 2 Type II or equivalent reports, penetration-test executive summaries, vulnerability-management summaries, incident-response policies, business-continuity/disaster-recovery summaries, security certifications, remediation plans, and evidence of timely remediation of identified material risks; and
- maintain commercially reasonable business-continuity and disaster-recovery plans sufficient to support continued performance of the Services and protection of Data. Upon Contractor's request, Supplier shall provide a summary of such plans and evidence of periodic testing.

### Information Security Incident Notification & Response

Supplier shall notify Contractor in writing without undue delay, and in no event more than twenty-four (24) hours after Supplier becomes aware or reasonably should have become aware of any Information Security Incident, and of any request for access to Data from any third person or government official (including any data-protection or law-enforcement agency), and of any complaint or communication from any individual concerning Supplier's confidentiality policies or procedures or its processing of Data. Such notice shall summarize in reasonable detail the nature of the Incident, the suspected Data lost, stolen, or compromised (if known), the parties informed or to be informed, and the corrective action taken or to be taken.

Supplier shall immediately take all necessary steps to contain, investigate, and remediate, the Incident, including commencing a third-party forensic analysis within seventy-two (72) hours, and shall cooperate fully with Contractor in all reasonable and lawful efforts to

prevent, mitigate, or rectify the Incident. All information relating to each Incident must be retained until Contractor consents in writing to its destruction, and, if requested and subject to Contractor's confidentiality obligations, Supplier shall permit Contractor and its agents to access Supplier's facilities and affected hardware or software to conduct a forensic analysis.

In the event of an Information Security Incident, Supplier shall (i) promptly notify the Contractor Security Officer by telephone, email, and in writing of all known facts, and (ii) at Contractor's option and direction, whether or not required by law, provide written notice to affected individuals or reimburse Contractor for all direct out-of-pocket and commercially reasonable costs of providing notice and responding to governmental authorities — including (1) postage and copying of legally required notices; (2) at least two years of credit-monitoring services at Supplier's expense for affected individuals who elect to receive it; (3) costs of implementing a call center; and (4) costs of any forensic or legal analysis. To the extent a State Attorney General or other governmental/judicial authority imposes a fine, penalty, judgment, or alternate remedy (such as identity-theft insurance) following an Incident, Supplier shall 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; telephone (610) 530-5000.

### Verification & Inspection

Contractor may verify Supplier's compliance with this Addendum or appoint a third party under reasonable confidentiality covenants to do so. Supplier shall grant Contractor or its agents unimpeded access, to the extent necessary, to inspect and review all data-processing facilities, data files, and other documentation used by Supplier for processing Data under this Addendum and shall provide reasonable assistance. Upon request, Supplier shall provide a list of Supplier personnel entrusted with processing the Data, together with a description of their access rights. Any inspection shall not unreasonably interfere with the normal conduct of Supplier's business.

# Program-Specific Exhibit B

## Workforce Services (WS) Non-IT Program Idaho

This Exhibit B is attached to and incorporated into that certain Supplier Agreement for Professional Services (the "**Core Agreement**") between Computer Aid, Inc. ("**Contractor**") and the Supplier identified therein. A separate Exhibit B may be executed for each Program, State, jurisdiction, Customer, or other contracting vehicle, as determined by Contractor based on the applicable Lead Contract, Participating Addendum, and program requirements. It contains only those terms that vary by jurisdiction; all other terms are governed by the Core Agreement. This Program operates under the Lead Contract between Contractor and the Lead State, the Participating Addendum between Contractor and the State, and their respective exhibits and attachments (collectively, the "**Contractor Documents**"). A capitalized term used but not defined in Exhibit B or the Core Agreement has the meaning given in the Participating Addendum or, if not defined there, the Lead Contract, subject to Section 1.

1. **Definitions.** The terms defined in this Section have the meanings given for purposes of this Exhibit B and the Core Agreement, notwithstanding any different use of the same terms in the Contractor Documents. For purposes of this Exhibit B and the Core Agreement only, Computer Aid, Inc. shall be referred to as "Contractor," and the counterparty executing the Core Agreement shall be referred to as "Supplier." All other terms defined in the Contractor Documents retain their meanings for purposes of Core Agreement §1. Nothing in this Section modifies any obligation that the Contractor Documents impose on Contractor, Supplier, Supplier's subcontractors at any tier, or their respective personnel.

"**Participating Entity**" means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter a Participating Addendum, that has executed a Participating Addendum.

"**Purchasing Entity**" means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Each agency and Ordering Agency under the Participating Addendum is a Purchasing Entity.

–**"Subcontractor**" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing Product or Products and Services pursuant to the Master Agreement. Supplier and each of its subcontractors at any tier are Subcontractors, and under the Lead Contract the term "Contractor" includes the Subcontractors providing services under it.

"**Temporary Staff**" means an individual placed with an Ordering Agency to perform temporary work under the Participating Addendum. Each Resource Supplier furnishes under this Program is Temporary Staff.

"**Confidential Information**" has the meaning given in the Core Agreement and also includes any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor, Supplier, any Subcontractor, or their respective employees or agents in the performance of the Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals.

"**Data**" shall have the meaning given in the Core Agreement and also includes all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity.

"**Auditing Entity**" means 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. The provision is set out in the Audit; Records section of this Exhibit B.

2. **Program Identification** The Program to which this Exhibit B applies is identified as follows:

| Field | Value |
|---|---|
| State / Jurisdiction | Idaho |
| Participating Entity | State of Idaho |
| Customer | State of Idaho, and each other Purchasing Entity authorized to order under the Participating Addendum, including state agencies, institutions of higher education, cities, counties, districts and other political subdivisions of the State. |
| Participating Addendum | NASPO ValuePoint Participating Addendum No. PADD202710055, Cloud and Software Solutions, Computer Aid, Inc. and State of Idaho |
| Lead Contract | NASPO ValuePoint Master Agreement No. LS4987, Cloud and Software Solutions, by and between Contractor and the State of Utah, acting through its Division of Purchasing ("**Lead State**") |
| Program Scope | Temporary staffing in the classifications listed in Participating Addendum Attachment 1 (Temporary Staffing Positions): Administrative Support, Professional, and Commercial/Industrial Worker positions |
| Effective Date | Date of execution of this Exhibit B |

3. **Assumption of Applicable Obligations** Supplier hereby agrees to comply with each provision of the Contractor Documents that: (i) directly or indirectly applies to Supplier, Subcontractors, Temporary Staff, or other persons performing Services under the Contractor Documents; (ii) must be included in or flowed down to a subcontract; or (iii) applies to the services, personnel, deliverables, data, facilities, or activities furnished by Supplier under this Exhibit B for this Program. No limitation based on Supplier's scope of work excuses compliance with a representation, certification, disclosure, or other obligation required of all applicable Subcontractors. As Lead Contract Attachment B requires of each Subcontractor, Supplier understands and accepts that the terms and conditions of the Lead Contract and the Participating Addendum apply to the Services it provides through this Program. The requirements stated in this Exhibit B are minimums, and Contractor reserves the right to impose additional or stricter requirements. Supplier hereby acknowledges receipt of, or access to, the portions of the Contractor Documents applicable to Supplier's performance for this Program.

4. **Duty to Review Contractor Documents** Supplier shall be responsible for reading and understanding the Contractor Documents, and for the final determination of the obligations they impose on Supplier and on each member of Temporary Staff Supplier furnishes for this Program. Supplier represents that, before executing this Exhibit B, it has had sufficient opportunity to review the Contractor Documents. This Exhibit B highlights selected provisions of the Contractor Documents and is not a complete representation of the applicable obligations. Contractor makes no representation or warranty as to the completeness or accuracy of this Exhibit B, or of any summary, excerpt, or other description of the Contractor Documents that Contractor provides, and Supplier shall not rely on any of them in place of the Contractor Documents themselves.

5. **No Waiver by Omission** Where the Core Agreement provides that a requirement is identified or set forth in this Exhibit B, and this Exhibit B contains no provision on that subject, the omission does not waive, limit, or excuse compliance with any corresponding requirement of the Contractor Documents or of applicable law. Each such requirement continues to apply to Supplier under Section 3, and Supplier shall perform and comply with it to the extent that it: (a) applies to the services, personnel, deliverables, data, facilities, or activities furnished by Supplier under this Exhibit B for this Program, or must be included in or flowed down to a subcontract; and (b) is capable of being performed or satisfied through Supplier's acts or omissions. Where a Contractor Document gives the Lead State, a Participating Entity, or a Purchasing Entity a right of access, inspection, audit, records production, cooperation, or removal of personnel against Contractor in respect of what Supplier furnishes, Supplier shall afford Contractor the equivalent right against Supplier and against Supplier's subcontractors at any tier. This Section does not increase either Party's remedies under Articles 8, 13, or 14 of the Core Agreement, and does not extend the notification deadline under Core Agreement §10.4.

6. **Governing Law; Sovereign Immunity**

6.1 **Governing Law; Venue.** Pennsylvania law and Pennsylvania venue apply as set forth in Core Agreement §18.4, except only to the extent a different rule is mandatory under applicable law or the Contractor Documents.

6.2 **Sovereign Immunity; No Privity.** The sovereign immunity of the State of Idaho is not waived. Lead Contract §XIV.11 preserves every form of immunity of the Lead State, each Participating Entity and each Purchasing Entity, and Participating Addendum §7.10 makes inapplicable to this Program any Lead Contract term that would waive the sovereign immunity of the State of Idaho. Supplier has no privity with the State of Idaho, with any Purchasing Entity or with the Lead State, and therefore has no direct claim against any of them or their treasuries. Supplier's sole recourse for payment is against Contractor under the Core Agreement.

## 7. Work Authorization; Employment Eligibility

7.1 **E-Verify.** E-Verify enrollment is not required for this Program. The work authorization requirements that do apply are set out below.

7.2 **Form I-9.** Under Participating Addendum §§14 and 30, Supplier shall, for each Resource: (a) complete USCIS Form I-9, Sections 1 and 2; (b) examine the original identity and employment authorization documents in person and ensure they reasonably appear genuine and relate to the Resource; (c) record the document details in Section 2 within three (3) business days of hire; (d) retain each completed Form I-9, and any E-Verify case record if E-Verify is used, in compliance with federal retention rules; and (e) make each Form I-9 available for inspection by the federal government or other relevant agency on reasonable notice, and deliver copies to Contractor on request.

7.3 **Certification and Internal Audits.** By assigning a Resource to this Program, Supplier certifies that the Resource has completed Form I-9, that in-person verification has been completed, and that the documentation requirements are met (Participating Addendum §14.2.6). Supplier shall conduct periodic internal audits of its Form I-9 procedures and promptly correct any deficiency found (Participating Addendum §14.2.8). The Supplier is required to not employ unauthorized persons, and misrepresenting this it is a material breach and cause for termination. Ongoing compliance with current and future immigration laws is required, and remedies include termination, payment withholding or debarment (Participating Addendum §14.2.7; §14.2.9).

## 8. Background Checks

8.1 **Before Assignment.** Under Participating Addendum §22, Supplier shall complete background and reference checks on each candidate before any assignment, and shall conduct more extensive investigations, including state and federal checks, when the Ordering Agency requires them. At a minimum, each check shall cover criminal and driving records and contain the same information as iCourt and the Idaho Supreme Court Data Repository for criminal records and the Idaho Transportation Department Driver License Record Search for driving records, or the equivalent sources for each other state.

8.2 **Disclosure of Convictions and Pending Charges.** Supplier shall disclose to Contractor in writing every conviction and pending charge found to have occurred within the previous seven (7) years, so that Contractor can communicate it to the Ordering Agency's Human Resources staff for analysis and approval before placement. Supplier shall not place a candidate with a disclosed conviction or pending charge until Contractor confirms the Ordering Agency's approval (Participating Addendum §22.3).

8.3 **Notice of Compliance.** Before each Resource's start date, Supplier shall confirm in the VMS that the background and reference checks are complete and compliant, so that Contractor can notify the Ordering Agency. A Resource for whom confirmation is not provided may be rejected (Participating Addendum §22).

8.4 **Transfer of Recent Checks.** A background check completed within the previous year for an individual enrolled through Contractor's VMS may be transferred, unless the Ordering Agency determines in its sole discretion that a new check is required, in which case the individual shall successfully complete it before placement (Participating Addendum §22.1).

8.5 **Cost.** Background check costs shall not be built into the position rate (Participating Addendum §22.3). Core Agreement §4.3 governs responsibility for those costs.

## 9. Personnel; Resources

9.1 **Position Classifications.** Supplier shall submit only candidates who meet the minimum qualifications for the position classification in Participating Addendum Attachment 1 (Temporary Staffing Positions) or in the Ordering Agency's request and who are able to work on an as-needed basis, including overtime and on holidays when required, from one (1) to seven (7) days per week, and shall not place a Resource outside the applicable job classification (Participating Addendum §§12.4, 13.6, 42). The Supplier is responsible for all employment taxes and benefits (withholding Social Security, WC, UI, health and pension) and is required to indemnify the Contractor for tax claims (PA §28).

9.2 **Standards; Removal; Replacement.** Each Resource is subject to the same qualifications, background checks, licensing requirements, uniform standards, and conduct obligations that apply to Contractor's direct employees. If an Ordering Agency objects to any of Supplier's subcontractors or to any Resource, Supplier shall immediately remove that subcontractor or Resource from work under this Program and furnish a qualified replacement (Participating Addendum §§23.3, 36). Supplier shall furnish a qualified replacement within twenty-four (24) hours after notice that a replacement is required, including on weekends and holidays (Participating Addendum §12.2), and shall replace a Resource the Ordering Agency determines is unsatisfactory within one (1) business day (Participating Addendum §16.5).

9.3 **Assignment Requirements; Arrival.** Supplier shall not permit a Resource to begin work for a Purchasing Entity until Contractor has confirmed to Supplier that a valid Purchase Order or other appropriate commitment document is in place. Before each assignment starts, Supplier shall communicate to the Resource the Ordering Agency's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment (Participating Addendum §13.3). Supplier shall confirm each Resource's arrival to Contractor promptly, so that Contractor can confirm arrival to the Ordering Agency by telephone within thirty (30) minutes after the scheduled arrival time (Participating Addendum §13.2). The Supplier has no claim against Contractor for early assignment end.

9.4 **Appearance and Identification.** Each Resource shall wear a name tag approved by the Ordering Agency and clothing that is neat, clean, in good repair and appropriate for the work location, and shall follow the Ordering Agency's dress code. Supplier bears the cost of all identification, name tags and clothing, and any specific attire is not

reimbursed unless the Ordering Agency specifies otherwise (Participating Addendum §§12.1, 34).

9.5 **Drivers.** Where a position requires the use of a personal vehicle, Supplier shall verify that the Resource holds a valid driver's license and the automobile insurance required by law and shall provide documentation of that verification to Contractor on request (Participating Addendum §13.4).

9.6 **First Eight Hours; Credits.** If a replacement is required within the first eight (8) hours of a Resource's service, Supplier shall not invoice for that time. If the Ordering Agency determines after the first eight (8) hours that a Resource is unsatisfactory, Supplier shall not invoice, and shall credit any amount already invoiced, for the time from the point the Ordering Agency requests a replacement (Participating Addendum §16.4). This is in addition to Core Agreement §3.3.

9.7 **Overtime Approval and Rate Cap.** Overtime is any time worked over forty (40) hours in a single workweek. Supplier shall not permit any Resource to work overtime and shall not invoice Contractor for overtime unless Contractor has first confirmed in writing to Supplier that the Purchasing Entity approved the overtime before it was worked. Overtime worked without that prior written Purchasing Entity approval is not billable and Contractor has no obligation to pay for it. Supplier shall nonetheless pay each Resource for all overtime worked as federal and state law requires. The overtime rate for each position is the rate identified in the VMS, and Supplier is entitled to no premium except as that rate provides. In no event shall it exceed 1.5 times Supplier's applicable straight-time contract rate for that Resource, and in no event shall it exceed 1.5 times the applicable not-to-exceed fully burdened hourly base rate under the VMS rate card or the approved PA rate.

9.8 **Non-Billable Time.** Supplier shall not invoice for a Resource's lunch hour (Participating Addendum §16.1), or for paid holidays, vacation or sick time unless the Ordering Agency has approved that benefit for the position (Participating Addendum §17).

9.9 **Late Cancellation.** An Ordering Agency may change or cancel a request for Temporary Staff without charge if it does so at least two (2) hours before the start of the assigned shift. Where less notice is given, Supplier may invoice no more than two (2) hours at the designated hourly rate (Participating Addendum §21).

9.10 **Critical Incidents.** If a Resource is involved in any event that causes, or has a reasonable likelihood of causing, financial liability to a Purchasing Entity, loss of or damage to its property, or harm or death to a person, Supplier shall immediately notify Contractor and suspend the Resource from work under this Program until the Purchasing Entity approves resumption (Participating Addendum §37).

9.11 **Direct Referrals and Conversion.** Supplier shall charge no placement or conversion fee for a Resource who was referred to Contractor directly by the Ordering Agency (Participating Addendum §23). Supplier waives any right to such fee against the Ordering Agency or Contractor. An Ordering Agency may hire a Resource as a State employee after six (6) months of placement on fourteen (14) days prior notice, where both the Ordering Agency's and Contractor's hiring processes are followed and the Resource accepts (Participating Addendum §23.2). Supplier shall release the Resource from any non-compete or similar restrictive covenant to the extent necessary to permit that hire and shall provide Contractor with a copy of the written release.

9.12 **Digital Content.** Documents, PDFs, web content, multimedia and other digital content a Resource creates for a Purchasing Entity shall comply with the Americans with Disabilities Act, Section 508 of the Rehabilitation Act as applicable, and the Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA (Participating Addendum §43).

10. **Nondiscrimination**

10.1 **Applicable Requirements.** Under Participating Addendum §32, Supplier is bound by Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. For work involving federal funds, Supplier is also bound by Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of the Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, each as amended, and by the federal and state rules and regulations implementing them.

10.2 **Flow-Down to Lower Tiers.** Supplier shall include the provisions of this Section in every subcontract relating to this Program, as Participating Addendum §32 requires.

11. **Data**

11.1 **Confidentiality Obligations.** Supplier shall advise each Resource and each of its employees and agents of their obligation to keep Confidential Information confidential, and shall notify Contractor immediately if it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate that obligation, so that Contractor can advise the Purchasing Entity, the State of Idaho and the Lead State (Lead Contract §§XIV.2.2.1, XIV.2.2.2). Supplier shall cooperate, at its own expense, in seeking injunctive or other equitable relief against that person. Supplier may be required to sign a Business Associate Agreement (BAA) whenever an Ordering Agency requires to include possible HIPAA obligations, and state PHI obligations that survive termination (PA §38, §32, §4). Supplier shall ensure that each Resource completes the data-protection training required by Core Agreement Exhibit A before the Resource is granted access to State Data and annually thereafter.

11.2 **Breach Notification.** Supplier shall notify Contractor immediately following discovery of any actual or reasonably suspected Data Breach or Security Incident involving Data in its possession or control, and in no event later than twelve (12) hours after discovery and shall cooperate fully so that Contractor can notify the State-designated contact by telephone within twenty-four (24) hours (Participating Addendum Attachment 2 §12). Idaho Code §28-51-105(2) requires a person maintaining computerized data that includes personal information it does not own or license to give notice to and cooperate with the owner or licensee immediately following discovery of a breach of the security of the system. The notification deadline in this subsection is faster than the deadline in Core Agreement §10.4.

11.3 **Location of Data.** All Data in the possession of Supplier or its subcontractors shall always remain within the continental United States. Supplier shall not permit its personnel or subcontractors to store or use Data on portable devices, except devices used and kept only at data centers located within the continental United States (Participating Addendum §10). Supplier shall identify to Contractor on request the physical work location of each Resource and the location of each system on which Data resides. Supplier agrees to return (within 5 days of request at no cost, and at termination) all data in its possession unless

otherwise ordered by the Contractor or Ordering Agency. Supplier must provide notice to the Contractor before responding to any subpoena or legal request involving the Ordering Agency or State Data and where Resources physically work.

11.4 **Public Records.** Information Supplier submits that reaches the State of Idaho is open to public inspection under Idaho Code §74-101 et seq. unless it is exempt. To claim an exemption, Supplier shall clearly designate the specific information within the document as "exempt" and state the basis for the exemption (for example, trade secret). A marking of an entire document as exempt, or a legend or statement on one page that all or substantially all of the document is exempt, will not be accepted, and a failure to designate information as exempt is treated as a waiver of any claim for damages caused by its release (Participating Addendum §7.9). Supplier shall indemnify and defend Contractor and the State against all claims arising from the State's honoring of Supplier's designation of information as exempt or from Supplier's failure to designate, and shall provide the legal defense of any exemption Supplier claims.

## 12. Audit; Records

12.1 **Records and Audit Access.** Under Lead Contract §XIV.1.1, Supplier shall maintain books, records, documents and other evidence pertaining to this Program and to Orders placed under it, in such detail as will adequately reflect performance and the administration of payments and fees, and shall permit each Auditing Entity to audit, inspect, examine, copy and transcribe Supplier's books, documents, papers and records directly pertinent to this Program. The Auditing Entities are in addition to those named in Core Agreement §12.

12.2 **Retention Period.** The six (6) year period following termination of the Lead Contract or final payment for any Order placed under it, whichever is later, or such longer period as Idaho law requires, under Lead Contract §XIV.1.1, applies in conjunction with the four (4) years from final payment under the applicable SOW required by Core Agreement §12. Where the two produce different dates, the later date governs.

## 13. Invoicing; Travel

13.1 **Timely Time Submission.** Invoices for services rendered more than ninety (90) days earlier may be denied (Participating Addendum §9). Supplier shall ensure each Resource submits time in the VMS for each work week as the VMS requires. Contractor has no obligation to pay for time that a Purchasing Entity denies as untimely where the delay is attributable to Supplier or its Resource.

13.2 **Travel and Mileage.** Travel costs are reimbursable only when the Ordering Agency authorized the travel before it occurred, and only at the rates and under the Idaho Board of Examiners Travel Policies and the Ordering Agency's internal policies, with no mark-up. The Resource and the Ordering Agency's contact person shall sign the travel expense form, and Supplier shall submit that form, together with the mileage log for any mileage claimed, for the week in which the expense was incurred (Participating Addendum §§19, 20.3).

## 14. Certifications; Disclosures

14.1 **Debarment and Suspension.** Under Participating Addendum §33.1 and Lead Contract §XIV.10, Supplier certifies, to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from performing by any federal, state or local government entity; (b) have not, within the three (3) years preceding this Exhibit B, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of those offenses; and (d) have not, within the three (3) years preceding this Exhibit B, had one or more public transactions terminated for cause or default. This certification is made again as of each Order under which Supplier furnishes a Resource. Supplier acknowledges that a false statement in this certification may subject it to a fine or imprisonment under 18 U.S.C. §1001.

14.2 **Lobbying.** Supplier certifies that none of the compensation under this Program has been or will be paid by or on behalf of Supplier to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement. If any other funds have been or will be paid to any person for that purpose in connection with this Program, Supplier shall complete Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions and deliver it to Contractor. Supplier acknowledges that a false certification may subject it to a civil penalty of not less than $10,000 and not more than $100,000 for each such false statement under 31 U.S.C. §1352 (Participating Addendum §§33.1.5, 33.1.6, 33.1.8).

14.3 **Flow-Down to Lower Tiers.** Supplier shall include the language of Sections 14.1 and 14.2 in any subcontract at any tier entered for this Program and shall require each such subcontractor to certify and disclose accordingly, as Participating Addendum §33.1.7 requires.

14.4 **Idaho Certification.** Supplier certifies that neither Supplier nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates (a) is currently engaged in, or will for the duration of this Exhibit B engage in, a boycott of goods or services from Israel or territories under its control (Idaho Code §67-2346) or a boycott described in Idaho Code §67-2347A(1); or (b) is currently owned or operated, or will for the duration of this Exhibit B be owned or operated, by the government of China (Idaho Code §67-2359). Terms defined in those sections have the meanings given there (Participating Addendum §§7.3, 7.5, 7.6).

14.5 **Deficit Reduction Act.** Where a Resource performs work for a Purchasing Entity in furnishing or authorizing Medicaid health care items or services, performing billing or coding functions, or monitoring health care, Supplier shall adopt the Purchasing Entity’s policy on the False Claims Act, the Program Fraud Civil Remedies Act, state false claims laws and whistleblower protections, and shall provide information about that policy to each such Resource, as section 6032 of the Deficit Reduction Act of 2005 contemplates (Participating Addendum §31).

14.6 **Information to Evidence Compliance.** Within fifteen (15) days after a request from Contractor, and within any shorter period Contractor specifies in order to meet a

deadline set by the State of Idaho or a Purchasing Entity, Supplier shall furnish the information, documents and certifications required to evidence compliance with this Exhibit B, including as to Supplier's subcontractors and each Resource Supplier furnishes (Participating Addendum §33).

14.7 **Notice of Change.** Each certification in this Section is made as of the date on which Supplier executes this Exhibit B. Supplier shall notify Contractor in writing no later than five (5) Business Days after any of them ceases to be true.

*[Signature Page Follows]*

## Acknowledgment

The Parties acknowledge that this Exhibit B states the program-specific terms applicable to the Workforce Services Program identified above and is incorporated into the Core Agreement.

| | Supplier | Contractor |
|---|---|---|
| **Company Name** | | Computer Aid, Inc. (CAI) |
| **Representative's Name** | | |
| **Representative's Signature** | | |
| **Title** | | |
| **Email Address** | | |
| **EIN** | | 23-2180878 |

## Exhibit B-1 - Payment Term Selection Form

### Statements of Work (SOWs)

Supplier agrees to abide by the invoicing directions in the Agreement and the SOW. Payments are made following payments received from the Customer (pay when paid, PWP). Once received, payments are made to suppliers in accordance with each jurisdiction's requirements.

### Hourly Engagements

Delay in the submission and/or approval of Resource's time may result in a delay in corresponding payment. Supplier does not need to send an invoice to Contractor for time worked. Contractor will generate a Supplier invoice within our system for each period of approved time. Invoices will be paid in accordance with the requirements of the Participating Agreement and each jurisdiction's requirements. If payment date is on a weekend or bank holiday, payment will be made the following business day.

Additional non-labor expenses on Time & Materials or Hourly Engagements may only be incurred by Supplier and charged to Contractor if prior written approval from Customer and Contractor has been obtained. In the event any federal, state or local use, sales or other taxes or fees are assessed on, or in connection with, any of the non-labor items to be rendered herein, the amount of such tax or fee will be billed to Contractor (excluding taxes based on Contractor's net income). Contractor shall not be liable for any taxes or fees incurred as a result of Supplier moving the location of the Services without Contractor's prior written approval. Approved travel expenses will be itemized as a separate line item on all invoices. Travel expenses will be invoiced at cost per Contractor or Customer travel policy with no markup. Supplier shall maintain time records and work reports in accordance with Contractor's requirements.

**Select one of the following payment terms for all Hourly Engagements.** This selection may not be amended for a minimum of one (1) year following the signature date below. After that 1-year period, Supplier may notify Contractor of its desire to amend the original selection and make such change effective by signing a new Payment Term Selection Form.

**Default option:**

_____ **1%/ 15 Day Option** Payments are made 15 days after invoice date subject to a discount of one percent (1%) of the invoice amount to be retained by Contractor.

**Other available options:**

_____ **2%/ 7 Day Option** Payments are made 7 days after invoice date subject to a discount of two percent (2%) of the invoice amount to be retained by Contractor.

_____ **3%/2 Day Option** Payments are made 2 days after invoice date subject to a discount of three percent (3%) of the invoice amount to be retained by Contractor.

_____ **Paid When Paid (PWP)** Payments are made following payments received from Customer. Once received, payments are made to suppliers in accordance with each jurisdiction's requirements.

## Exhibit B-2 - Participation Fees

As used in this Exhibit, **"Participation Fee"** means an administrative fee assessed by Contractor to a Supplier for the purpose of registering, maintaining, or reinstating that Supplier's participation in a Program, in the amounts and on the terms set forth in this Exhibit. Participation fees are incurred upon joining the network and annually thereafter. Participation Fees are not referral fees, placement fees, commissions, contingent fees, pay-to-play fees, bid fees, or consideration for the award of any particular requisition, SOW, Engagement, volume of work, or Customer relationship.

"**Program**" is defined in the Core Agreement.

"**CAI Supplier Portal**" means Contractor's online supplier portal through which Supplier registers for, manages, and is invoiced for participation in Programs. The Participation Fees described in this Exhibit apply only if and to the extent CAI elects to assess them pursuant to Section 6 of the Agreement.

(a) **Purpose of Fees**. Participation Fees are administrative in nature and are charged to recover Contractor's reasonable costs of managing Supplier participation in Programs, including without limitation: (i) processing and maintaining certificates of insurance (COI); (ii) verifying and tracking diversity, equity, and inclusion business certifications (including xBE and similar supplier classifications); (iii) collecting and validating required business registrations, licenses, and other compliance documentation; (iv) administering compliance with state-specific workforce program requirements; and (v) managing ongoing supplier records and portal access within the CAI Supplier Portal. Participation Fees do not represent compensation to Contractor for the award of any particular engagement, and no engagement is conditioned upon the payment of a fee beyond the administrative fees expressly set forth herein.

(b) **Obligation to Pay**. As a condition of participating in any Program through the CAI Supplier Portal, Supplier shall pay to Contractor the Participation Fees set forth in this exhibit. A separate Participation Fee may be assessed for each Program and, where a Program is administered on a state-by-state or jurisdiction-by-jurisdiction basis, for each State or jurisdiction in which Supplier elects to participate, provided that the applicable Program-Specific Exhibit B identifies the fee and Contractor determines that the fee is not prohibited by the applicable Lead Contract, Participating Addendum, or applicable law. Participation Fees may be assessed upon initial registration in a Program, at annual renewal, upon reinstatement following a period of suspension or inactivity, and, as set forth in Section (g) below, upon non-compliance with Program requirements. Fee amounts may vary by Program, by state or jurisdiction, and by supplier classification.

(c) **Billing Cycle**. Participation Fees shall be assessed and billed annually for that year's participation. Fees are assessed for the full calendar year and are not pro-rated based on the date Supplier registers or activates participation within a given year. Supplier shall remit payment by credit card through Contractor's electronic billing provider upon registration. Contractor accepts payment by major credit card (Visa, Mastercard, American Express, and Discover). Contractor reserves the right to update accepted payment methods to include ACH or netting upon reasonable prior notice to Supplier per its discretion. Contractor may offset undisputed Participation Fees, reinstatement fees, credits, overpayments, or other amounts owed by Supplier against amounts otherwise payable to Supplier only after written

notice to Supplier and only to the extent permitted by the applicable Lead Contract, Participating Addendum, prompt-payment requirements, wage-payment laws, public-sector payment restrictions, and other applicable law. Contractor will not offset fees against funds that Contractor reasonably determines are required to be paid through to Supplier or Supplier personnel without deduction under applicable law or the applicable Program documents. If Supplier has no active engagements, such fees will be charged via credit card payment by the supplier via the portal, and failure to pay will result in removal from Contractor's supplier network.

(d) **Non-Payment**. Failure to pay Fees, if any, when due constitutes a material breach of this Agreement and, without limiting Contractor's other rights and remedies, entitles Contractor to suspend Supplier's access to the CAI Supplier Portal and the affected Program(s) until such fees, if any, are paid in full.

(e) **Termination**. Participation Fees will not be refunded.

(f) **Reinstatement Fees**. In addition to Participation Fees, Contractor may assess administrative reinstatement fees as set forth below where Supplier fails to maintain required documentation in good standing, including without limitation: expired or missing certificates of insurance; lapsed certifications; outstanding background check or onboarding requirements; or other Program-specific compliance obligations. Reinstatement fees are not liquidated damages, penalties, fines, or damages for breach, and are intended and assessed to recover the administrative cost of identifying, notifying, and tracking outstanding compliance items and are not punitive in nature. Contractor shall provide written notice of a non-compliance condition and a reasonable cure period before assessing a non-compliance fee. If Supplier fails to comply, Supplier will be placed in a non-compliant status and restricted from new work. Suppliers may be reinstated when documentation is updated, and the Reinstatement fee is paid.

(g) **State Contract Provisions**. To the extent that a state or governmental contract governing a specific Program expressly addresses supplier fees or fee limitations, the terms of that state or governmental contract shall control with respect to the applicable Program, and the fees set forth in this Exhibit shall apply only to the extent consistent with such state or governmental contract. Contractor will identify any Program-specific fee restrictions in the applicable Program addendum or participation documentation provided to Supplier.

| Type of Fee | Supplier Fee |
|---|---|
| Participation Fee (Annual) | $0 |
| Reinstatement Fee | $0 |

## Exhibit B-3 - Insurance Requirements

Supplier and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering Supplier for any and all claims of any nature that may arise out of or result from Supplier's performance under this Contract:

| Type of Insurance | Limit / Amount | Endorsement |
|---|---|---|
| Commercial General Liability | Per Occurrence – $1,000,000<br>Aggregate – $2,000,000<br>Must include:<br>Premises Operations<br>Independent Contractors<br>Products – Completed Ops<br>Contractual Liability | Additional Insured: The State of Idaho, its officers, agents, divisions and employees<br><br>Waiver of Subrogation in favor of the State of Idaho<br><br>Primary Non-Contributory (Endorsement Required) |
| Commercial Automobile Liability (Owned, Hired, and Non-Owned) - if required | Each Accident – $1,000,000 | Additional Insured: The State of Idaho, its officers, agents, divisions and employees<br><br>Waiver of Subrogation in favor of the State of Idaho<br><br>Primary Non-Contributory (Endorsement Required) |
| Workers' Compensation and Employers' Liability | Workers' Compensation – per statute | - |
| | Employers' Liability<br>Per Accident – $1,000,000<br>For Disease Aggregate – $1,000,000<br>Per Employee – $1,000,000 | Additional Insured: The State of Idaho, its officers, agents, divisions and employees<br><br>Waiver of Subrogation in favor of the State of Idaho<br><br>Primary Non-Contributory (Endorsement Required) |

| Type of Insurance | Limit / Amount | Endorsement |
|---|---|---|
| | | |
| Umbrella Insurance | Not required | - |
| Network Security and Privacy Liability<br>(For Cloud & Software Solutions ONLY;<br>Non-IT/Non-Cloud Services are exempt from this requirement) | Per Occurrence – $3,000,000 | Waiver of Subrogation in favor of the State of Idaho<br><br>Primary Non-Contributory (Endorsement Required) |

All insurance required under this Exhibit B shall be placed with insurance company(ies) licensed or authorized to do business in the State in which the services are performed and having an A.M. Best rating of A-, Class VII or better. Supplier shall provide Contractor with certificates of insurance and endorsements evidencing the required coverage prior to commencing work and upon each policy renewal. For Workers Compensation Insurance, the state of Idaho requires a certificate showing WC issued by an insurer licensed and authorized in Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state with a current reciprocity agreement.

All insurance maintained by Supplier pursuant to this contract shall, except for workers' compensation, name Contractor as additional insured with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. Supplier waives, and must require (by endorsement or otherwise), all of its insurers to waive, subrogation rights against Contractor and other additional insureds for losses paid under the policies required by this Contract, applicable to all deductibles and self-insured retentions; where permitted by law, Supplier must require similar written waivers from each of its subcontractors. All insurance maintained by Supplier pursuant to this contract shall provide that the insurance carrier shall provide at least thirty (30) days written notice to Contractor of any cancellation, non-renewed, or coverage reduction in amount, and ten (10) days for non-payment, if not commercially available, Supplier designated agent shall provide 30 days written notice to Contractor.

**Program-specific coverages control.** The coverages and limits set forth in this exhibit are baseline minimum requirements that supplement Section 7 of the Core Agreement. The program-specific coverages and limits for each jurisdiction, including any coverage required through a monopolistic state workers' compensation fund, are set forth in this exhibit and the applicable Participating Addendum and Lead Contract, which are incorporated by reference. If the applicable Participating Addendum or Lead Contract requires higher limits or additional coverage, those higher limits and additional coverage automatically apply from

their effective date. In the event of any conflict between this exhibit, the Participating Addendum, or the Lead Contract, the latter control.

Contractor shall be listed as the Certificate Holder at: Computer Aid, Inc., Attn: Governance, Risk & Compliance, 1390 Ridgeview Drive, Allentown, PA 18104; insurance@cai.io.

# SUPPLIER AGREEMENT ADDENDUM FOR STAFF AUGMENTATION CONTRACTS

THIS ADDENDUM (“Addendum”) is made by and between **COMPUTER AID, INC.**, with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA 18104 (**“Contractor”**) and _____, with offices at _____ (**“Supplier”**). Supplier and Contractor are each a “Party” and together the “Parties.”

WHEREAS, the Parties have entered into a Supplier Agreement effective _____ (the "Supplier Agreement"), together with each Program-Specific Exhibit B executed by the Parties thereunder (each, an "Exhibit B"), and this Addendum is entered into under, forms a part of, and is governed by the Supplier Agreement and each applicable Exhibit B, in each case as executed by the Parties and incorporated herein by reference and further agree that Supplier shall comply with the obligations of the applicable Participating Addendum and Lead Contract that are expressly identified in the applicable Program-Specific Exhibit B, SOW, requisition, system of record, or other written Program documentation and are applicable to Supplier’s performance; and

WHEREAS, Supplier has represented and agreed that it has the ability and capacity to deliver rate-based staff augmentation services under this Addendum, and

WHEREAS, Contractor provides rate-based staff augmentation services to units of state and local government and commercial clients (each, a "Customer") under one or more prime contracts, master service agreements, or cooperative purchasing contracts (each, a "Lead Contract") and, where applicable, participating addenda issued thereunder (each, a "Participating Addendum"), with each Customer, Lead Contract, and Participating Addendum applicable to a given Program identified in the corresponding Program-Specific Exhibit B or Program-specific addendum; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree to append this Addendum to the Supplier Agreement and to incorporate the Participating Addendum and Lead Contract as if fully set out herein, and further agree as follows:

## 1. Relationship to the Supplier Agreement

This Addendum is appended to and incorporated into the Supplier Agreement between the Parties. Capitalized terms used but not defined in this Addendum have the meanings given in the Supplier Agreement. This Addendum applies only to hourly, rate-based staff augmentation engagements (“Hourly Engagements” or “Engagements”). The order of precedence among the Participating Addendum, Lead Contract, Supplier Agreement, and any work issued under this Addendum is governed by Section 2 of the Supplier Agreement and applies to this Addendum. Except as expressly supplemented by this Addendum, all terms of the Supplier Agreement and the Program-Specific Exhibit B remain in full force and apply to the work covered by this Addendum.

## 2. Staffing Services

Contractor engages Supplier to provide hourly-based contingent resource staff augmentation services (“Engagements”), limited to the job classifications listed on the rate card. Upon selection by Contractor, in its sole discretion, for one or more Requisitions, Contractor will provide Supplier the required information for each Requisition in accordance with Exhibit A (Hourly-Based Contingent Resource Staff Augmentation Requisitioning Process). Hourly-based Requisitions issued to Suppliers will include:

- Scope of Services: a description of the job role and key responsibilities;
- Candidate Resume: experience, education, certifications, and qualifications aligned with the requisition;
- Candidate Skills Assessment: evidence of relevant technical or functional competencies, which may include screening results or SME evaluations; and
- Compliance Documents: any required certificates or other documents.

Suppliers respond via the Contractor’s systems and must comply with onboarding, background checks, and all contract requirements prior to placement.

### 2.1 Working Multiple Engagements

At the time it submits its response to a requisition in the Contractor system of record, Supplier must disclose whether the Resource is actively engaged through another contract in work for the Customer or any other customer, and, if so, whether the Resource intends to work both engagements simultaneously. The CAI Customer and all other involved customers must provide written acknowledgement and permission for simultaneous engagements. Failure to disclose such a working relationship is a material breach of the Supplier Agreement.

### 2.2 Completion of Assignments

Supplier agrees that assigned Resources will complete the full term of their respective Engagements and will not be reassigned by Supplier to other engagements; this does not preclude removal of a Resource for cause or at the request of Contractor or the Customer for any reason. The expectation is that the Resource who begins an Engagement through one Supplier completes that Engagement with the same Supplier. If a Resource is permitted to continue an Engagement under a different Supplier, (a) the outgoing Supplier shall provide Contractor with advance written notice of the reassignment and shall be responsible for timely and accurate reimbursement for all work the Resource performed prior to the effective date of the reassignment; and (b) the incoming Supplier shall be responsible for the Resource's timely and accurate reimbursement for all work performed on or after that date. Each Supplier is responsible only for its own period of engagement, its own invoicing, and its own accurate time reporting, and neither Supplier is liable for the other's acts, omissions, invoicing, or payments.

### 2.3 Limitations on Supplier Layering

Supplier shall not submit any candidate unless the candidate is either Supplier’s W-2 employee, a direct subcontractor/independent contractor of Supplier, or employed or engaged through no more than one contracting layer below Supplier, unless additional layers are permitted by governing contracts. Supplier shall disclose the contracting chain for each Resource upon request.

### 2.4 Accurate and Timely Time Reporting

Each engaged Resource must enter time into the Contractor's systems promptly, accurately, and honestly, no later than noon Eastern Time on the Monday after the week the time was worked, unless directed otherwise. Supplier is responsible for training, reminding, and enforcing this standard among its Resources and for ensuring any missing time records are identified and completed before invoicing, payroll, or other deadlines. Supplier shall take prompt and appropriate corrective action reasonably designed to prevent recurrence, which may include coaching, retraining, replacement, or removal of the Resource, depending on the circumstances and Customer requirements; failure to do so, whether for one or more Resources, is a material breach of this Addendum. This Section supplements the Supplier Agreement Section 5 - Contractor System requirements. Where expense reimbursement is permitted for a Resource's Engagement, Supplier shall ensure that expenses are submitted for approval within thirty (30) days of being incurred; any expense submitted after that period may be rejected.

## 3. Compensation — Rate-Based Staffing Services

Contractor will pay Supplier the rates accepted within the Contractor systems for all Customer-approved billable hours for staff augmentation services rendered during the term. Fees for any renewal shall be as mutually agreed by the Parties. Each Supplier Resource must enter time into the Contractor's timekeeping system of record on a weekly basis or as directed by Contractor or the Customer; in the event of a conflict between an invoice and the approved time in the system of record, the approved time in the system of record prevails.

Services must be performed to reasonably satisfy the requirements of each Engagement requisition.

Contractor may reject or withhold payment for disputed time only to the extent the Customer rejects the time or work in accordance with the applicable Program requirements, or Contractor reasonably determines that the time was inaccurate, unauthorized, fraudulent, or not worked. Supplier remains solely responsible for payment of wages or compensation owed to its Resources under applicable law.

Conversion of a Contingent Worker to direct hire or other engagement by a Customer is governed exclusively by the conversion terms, periods, and fee schedules set forth in the applicable Lead Contract or Participating Addendum, and Supplier shall not invoice or otherwise seek any conversion, buyout, or placement fee directly from a Customer or Contingent Worker.  Where a Conversion Fee is payable per the contract, it shall be calculated on the salary the resource will be paid and program administrative fees, invoiced and collected by CAI per that program's applicable rules, and remitted to Supplier per the chosen payment terms in Exhibit B-1 Payment Terms of the Core Supplier Agreement.

## 4. Insurance

Supplier shall purchase and maintain the insurance coverages set out in Program-Specific Exhibit B-3 to this Addendum, which supplements the insurance requirements of Section 7 of the Supplier Agreement. State-mandated coverages and limits for each jurisdiction, including any coverage required through a monopolistic state workers' compensation fund,

are set forth in the Program-Specific Exhibit B and the applicable Participating Addendum and Lead Contract, which control over Exhibit B to the extent of any conflict.

## 5. Termination

Term, co-termination, termination for convenience, termination for cause, termination for non-appropriation, and the effect of termination (including transition and return of materials) are governed by Section 8 of the Supplier Agreement and apply to this Addendum and any Engagements issued under it. This Addendum terminates upon the expiration or termination of the Supplier Agreement, and termination of this Addendum terminates all Engagements issued within its scope unless the Parties expressly except a particular Engagement in writing. The following provision supplements Section 8 of the Supplier Agreement:

### 5.1 Supplier-Initiated Termination for Legal or Independence Conflict

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

## 6. Telework

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.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as of the date first written above.

| **CONTRACTOR — Computer Aid, Inc.** | **SUPPLIER** |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Email: _____ | Email: _____ |
| Date: _____ | Date: _____ |
| | EIN: _____ |

## Exhibit A — Hourly-Based Contingent Resource Staff Augmentation Requisitioning Process

The following describes the requisitioning process for the contract, overseen by Computer Aid, Inc. (CAI).

**Step 1:** Once the requisition is complete and approved, the CAI Contract Manager releases it to the Supplier network via the web-based system of record.

**Step 2:** Supplier reviews the requirement, and if it has resources fitting the need, submits their information and resumes through the system of record.

**Step 3:** The CAI Account Manager monitors the system of record and receives all submitted resumes from the Supplier network.

**Step 4:** The CAI Account Manager reviews the resumes, selects a group based on skill, experience match, and availability, in Contractor's discretion and in accordance with Program requirements, forwards the matches to the Authorized User within the 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 notifies the CAI Account Manager of the selection.

**Step 7:** The CAI Account Manager notifies the selected Supplier/candidate and coordinates interviews with the Agency Authorized User.

**Step 8:** The Agency Authorized User interviews the candidate, 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 resource, role, responsibilities, timing, and job location.

**Step 10:** The CAI Account Manager reviews the engagement information for accuracy, notifies the Supplier network that a candidate has been selected, notifies the selected Supplier, and ensures all applicable background checks, drug tests, and onboarding tasks are completed.

**Step 11:** The Supplier notifies the selected candidate, provides all job details, and assists with onboarding activities (e.g., background checks and drug tests).

**Step 12:** The CAI Account Manager forwards the final hire details to the Agency Authorized User and the Supplier.

**Step 13:** The candidate begins work.

# SUPPLIER AGREEMENT ADDENDUM FOR STATEMENT OF WORK CONTRACTS

THIS ADDENDUM (“Addendum”) is made by and between **COMPUTER AID, INC.**, with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA 18104 (**“Contractor”**) and _____, with offices at _____ (**“Supplier”**). Supplier and Contractor are each a “Party” and together the “Parties.”

WHEREAS, the Parties have entered into a Supplier Agreement effective _____ (the "Supplier Agreement"), together with each Program-Specific Exhibit B executed by the Parties thereunder (each, an "Exhibit B"), and this Addendum is entered into under, forms a part of, and is governed by the Supplier Agreement and each applicable Exhibit B, in each case as executed by the Parties and incorporated herein by reference and further agree that Supplier shall comply with the obligations of the applicable Participating Addendum and Lead Contract that are expressly identified in the applicable Program-Specific Exhibit B, SOW, requisition, system of record, or other written Program documentation and are applicable to Supplier’s performance; and

WHEREAS, Supplier has represented and agreed that it has the ability and capacity to deliver professional services under this Addendum on a fixed-price, deliverable-based, and/or Time & Materials (T&M) basis, as applicable to the specific SOW issued by _____ (the “Customer”); and

WHEREAS, Contractor provides fixed-price, deliverable-based, and/or Time & Materials (T&M) services to units of state and local government and commercial clients (each, a "Customer") under one or more prime contracts, master service agreements, or cooperative purchasing contracts (each, a "Lead Contract") and, where applicable, participating addenda issued thereunder (each, a "Participating Addendum"), with each Customer, Lead Contract, and Participating Addendum applicable to a given Program identified in the corresponding Program-Specific Exhibit B or Program-specific addendum; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree to append this Addendum to the Supplier Agreement and to incorporate the Participating Addendum and Lead Contract as if fully set out herein, and further agree as follows:

## 1. Relationship to the Supplier Agreement

This Addendum is appended to and incorporated into the Supplier Agreement between the Parties. Capitalized terms used but not defined in this Addendum have the meanings given in the Supplier Agreement. This Addendum applies only to fixed-price, deliverable-based and/or T&M Statement of Work (“SOW”) engagements. The order of precedence among the Participating Addendum, Lead Contract, Supplier Agreement, and any work issued under this Addendum is governed by Section 2 of the Supplier Agreement and applies to this Addendum. Except as expressly supplemented by this Addendum, all terms of the Supplier Agreement and the Program-Specific Exhibit B remain in full force and apply to the work covered by this Addendum.

## 2. Services

Contractor engages Supplier to perform services for the project in which Contractor is engaged with the Customer, and Supplier accepts such engagement. Upon selection by Contractor, in its sole discretion, for one or more SOWs, Contractor will provide Supplier the required information for each requisition in accordance with Exhibit A (Requisitioning Process). Each SOW requisition will include a description of:

- the scope of services to be provided;
- the team performing the work;
- the Solution that meets the requirements set forth by the Customer;
- each deliverable and its measurable acceptance criteria, the delivery schedule, and the fixed-price deliverable payment amounts for fixed-price, deliverable-based SOWs; and
- the job titles/roles for the resources needed for T&M SOWs.

## 3. Compensation — SOW Services

Services must satisfy the requirements and acceptance criteria set forth in the applicable SOW and/or Work Order, as determined by the Customer representative in accordance with the acceptance and dispute resolution procedures set forth in the SOW and/or Work Order. Neither Customer nor Contractor is required to pay for work that does not satisfy those requirements. Upon written notice from Contractor or the Customer, Supplier will negotiate in good faith to adjust costs or Deliverables in response to Customer mandates; if the Customer mandates a change and Supplier fails to agree, the SOW may be terminated.

## 3a. Compensation — Fixed-Price SOW Services

Contractor will pay Supplier the fixed-price deliverable amounts set forth in the selected SOW, less the MSP fee specified in that Statement of Requirements (SOR), for all deliverables approved by the Customer in the Contractor’s system of record. "MSP Fee" means the percentage specified in the Statement of Requirements (SOR) applicable to that program, and the deliverable pricing in the SOW must include the MSP fee. A milestone or deliverable is not valid until it is approved by the Customer in the system of record. In the event of a conflict between an invoice and the approved milestone or deliverable in the system of record, the approved milestone or deliverable in the system of record prevails. Payment terms are as defined on the Payment Term Selection Form (Program-Specific Exhibit B-1); payment timing and any state prompt payment requirements applicable to a given jurisdiction are governed by that form and the Program-Specific Exhibit B. Contractor will use commercially reasonable methods to enforce payment from the Customer.

## 3b. Compensation — T&M SOW Services

Contractor will pay Supplier the rate agreed upon in the Contractor’s system of record. These payments are considered T&M payments and will adhere to the T&M payment terms

as defined on the Payment Term Selection Form (Program-Specific Exhibit B-1). Contractor will pay Supplier based on approved timesheets within the system of record; Supplier is not required to submit invoices to Contractor for T&M SOWs. Each Supplier Resource must enter time into the Contractor's timekeeping system of record on a weekly basis or as directed by Contractor or the Customer; in the event of a conflict between an invoice and the approved time in the system of record, the approved time in the system of record prevails. Payment timing and any state prompt-payment requirements applicable to a given jurisdiction are governed by that form and the Program-Specific Exhibit B. Contractor will use commercially reasonable methods to enforce payment from the Customer, but Contractor is not required to commence litigation, arbitration, or other formal proceedings against the Customer unless Contractor expressly agrees in writing.

## 4. Insurance

Supplier shall purchase and maintain the insurance coverages set out in Program-Specific Exhibit B to this Addendum, which supplements the insurance requirements of Section 7 of the Supplier Agreement. State-mandated coverages and limits for each jurisdiction, including any coverage required through a monopolistic state workers' compensation fund, are set forth in the Program-Specific Exhibit B and the applicable Participating Addendum and Lead Contract, which control over Exhibit B to the extent of any conflict.

## 5. Termination

Term, co-termination, termination for convenience, termination for cause, termination for non-appropriation, and the effect of termination (including transition and return of materials) are governed by Section 8 of the Supplier Agreement and apply to this Addendum and any SOWs issued under it. This Addendum terminates upon the expiration or termination of the Supplier Agreement, and termination of this Addendum terminates all SOWs issued within its scope unless the Parties expressly except a particular SOW in writing. Upon termination of an SOW, Supplier shall promptly deliver to Contractor all completed Deliverables, work-in-progress, source files, documentation, credentials, project records, and other materials required under the SOW or reasonably necessary to transition the work, subject to Section 9 and Section 10.7 of the Supplier Agreement and any Customer instructions. The following provision supplements Section 8 of the Supplier Agreement:

### 5.1 Supplier-Initiated Termination for Legal or Independence Conflict

Supplier may terminate a SOW upon written notice to Contractor if performance would, in Supplier's reasonable judgment, violate applicable laws or regulations. The notice must specify the legal or regulatory conflict, and Supplier shall reasonably cooperate to mitigate disruption.

### 5.2 Retention of Work Papers

Notwithstanding the Return of Materials obligations in Section 10.7 of the Supplier Agreement, Supplier may request, for an individual SOW, to retain copies of select materials for its own internal quality-control and professional-standards records, subject to the Customer's express written approval, obtained separately for each SOW; approval granted for one SOW does not extend to any other SOW or Engagement. Any materials so retained shall (a) exclude Work Product (as defined in Section 9 of the Supplier Agreement),

Confidential Information, Personal Data, and any material constituting a public record, and (b) remain subject in all respects to Supplier's confidentiality, data-security, and destruction obligations under Article 10 of the Supplier Agreement and Exhibit B, for as long as Supplier retains them.

## 6. Telework

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.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as of the date first written above.

| **CONTRACTOR — Computer Aid, Inc.** | **SUPPLIER** |
|---|---|
| Signature: | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Email: _____ | Email: _____ |
| Date: _____ | Date: _____ |
| | EIN: _____ |

## Exhibit A —Services Requisitioning Process

The following describes the services requisition process for fixed price and T&M projects for the contract, overseen by Computer Aid, Inc. (CAI).

**Step 1:** The Agency Authorized User creates a Statement of Requirements (SOR) detailing the project requirements including a breakdown of fixed-price deliverable and/or T&M project requirements and submits a Service Requisition within the system of record with the SOR attached. Once complete and approved, the CAI Account Manager releases the requirement to the Supplier network via the system of record.

**Step 2:** Supplier reviews the requisition and attached SOR. If Supplier can complete the project as defined in the SOR, it submits its information and SOW through the system of record.

**Step 3:** The CAI Account Manager monitors the system of record and receives all submitted SOWs from the Supplier network.

**Step 4:** The CAI Account Manager reviews the SOWs for completeness and forwards all complete SOWs to the Agency Authorized User for review, within the time frame identified in the system of record.

**Step 5:** The Agency Authorized User may discuss pricing, Deliverables, and assumptions with Supplier through or with visibility to Contractor, as required by the applicable Program process.

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

**Step 7:** The CAI Account Manager reviews the engagement information for accuracy, then notifies the Supplier network that an SOW has been selected and notifies the selected Supplier.

**Step 8:** The Supplier begins the project.

**Step 9a:** For fixed-price deliverable SOWs, the Supplier submits fixed-price deliverables and the corresponding invoice in the system of record as needed.

**Step 9b**: The candidate submits timesheets in the system of record for T&M SOWs.