



STATE OF IDAHO
Information Technology Managed Service Provider Contract
SUPPLIER AGREEMENT

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

WITNESSETH

WHEREAS the Contractor has entered into a contract with the State of Idaho (the "Customer") to provide certain information technology time and materials and/or fixed price project services through Participating Addendum #PA 5387 to NASPO ValuePoint Master Agreement #22PSX0086AA ("Contract") and has hereby incorporated into this Supplier Agreement (contracts can be viewed at <https://www.naspovaluepoint.org/portfolio/it-managed-service-providers-2023-2029/computer-aid-inc>); and

WHEREAS the Contractor wishes to hire the Supplier to perform certain information technology time and materials and/or fixed price project services on an as-needed basis relating to the Contractor's aforementioned contract with the Customer. Supplier agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the Information Technology industry, in the performance of the services called for hereunder; and

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

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

1. Information Technology Services

On the terms and conditions set forth herein, Contractor hereby engages Supplier to perform information technology services on a time and materials basis and/or fixed price project basis for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Supplier hereby accepts such engagement. Supplier agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the IT industry, in the performance of the services called for hereunder. Upon selection by Customer, in its sole discretion, of any one or more Supplier Employees, Contractor shall provide required information for each requirement in accordance with the procedures set forth in Exhibit B.

Time and Materials Services - Information will include at a minimum the following:

- (i) the name(s) of the Supplier Employee(s) needed by Contractor (each, an “Assigned Employee”);
- (ii) the name and location of the Customer for which the Assigned Employee shall work;
- (iii) the description of skills required and preferable.
- (iv) the tasks to be performed by each Assigned Employee;
- (v) the start and end date for which Contractor will utilize each Assigned Employee; and
- (vi) the hourly fee paid to Supplier by Contractor, which fee shall be in accordance with the Rate Schedule in Exhibit D.



Fixed Price, Project Services – Information will include the following:

- (vii) description of the scope of services to be provided;
- (viii) description of the team performing the work;
- (ix) description of the Solution which meets the requirements set forth by the Customer;
- (x) description of each deliverable and deliverable acceptance criteria for each fixed price deliverable; delivery schedule and the fixed price deliverable payment amounts.

2. **Term of Agreement**

The Term of this Agreement shall be one (1) year. This Agreement will renew automatically for a period of one (1) year at the end of each Term. Following the first year Term, either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for any reason, however, any termination by Supplier shall require Supplier to end any requisition as of the termination date.

- (i) Notwithstanding any termination of this Agreement, the terms of paragraphs 5, 6, 7, 8, 11, 12 and 13 hereof shall continue in full force and effect.

3. **Compliance**

The Parties acknowledge that the business relationship is between two independent contractors and is not an employer-employee or joint venture relationship. The Supplier warrants and represents that it is a legal entity and that it will continue to act as an independent entity notwithstanding any degree of direction or control exerted over its activities by the Contractor. Accordingly, the Supplier shall pay and report, as applicable, local, state and federal income tax withholdings, social security taxes, worker’s compensation, unemployment taxes and such other taxes as may be required with respect to payments received by the Supplier for the Services provided by it pursuant to this Agreement or with respect to payments by Supplier to its associates.

Further, the Supplier agrees to indemnify, defend and hold harmless the Contractor from any suit, claim, demand, loss, expense or damage, including reasonable attorney’s fees, which may arise pursuant to a claim involving the Supplier or by an employee or agent of the Supplier or of the Supplier’s subcontractor or its employee or agent which asserts or is brought under a theory of an employer-employee relationship between the employee or subcontractor and the Contractor or Customer such as, but not limited to, a claim for worker’s compensation benefits, co-employment claims, unemployment insurance, withholding taxes or payroll taxes. Supplier shall pay its employees or agents in a timely manner and any failure to do so shall be a breach of this Agreement.

3.1 **Minimum Insurance Requirements**

Supplier shall purchase and maintain insurance for protection from claims under the Worker’s Compensation Act and other statutory employee benefit provisions, which are applicable in the state in which work related to this Agreement is being performed. Supplier shall obtain and keep in force throughout the term of this Agreement comprehensive general liability insurance to cover claims for damages because of bodily injury, including death, of Customer or Contractor personnel and third parties and from claims for damage to property of Customer or Contractor or third parties which may arise out of or result from Supplier’s performance of work under the Agreement whether such work be performed by Supplier or by Supplier’s subcontractor or anyone directly or indirectly employed by any of them. Supplier agrees upon request to immediately provide Contractor a copy of the insurance policy.

Supplier must also provide coverage for all subcontractors engaged in connection with the agreement or require that each of their subcontractors maintain their own insurance policies/coverage in accordance with the requirements in this Supplier Agreement.

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

TYPE OF INSURANCE	LIMIT	AMOUNT	Notes
Commercial General Liability	Per Occurrence General Aggregate	\$1,000,000 \$2,000,000	The State of Idaho and Contractor shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
Commercial Automobile Liability (for Owned, Hired, and Non-Owned Automobiles)	Per Occurrence	\$1,000,000	The State of Idaho and Contractor are to be named as an additional insured on a primary, non-contributory basis.
Worker’s Compensation Employer’s Liability	State of Idaho Requirements Per Accident Per Employee for Disease Aggregate Disease	In Compliance \$1,000,000 \$1,000,000 \$1,000,000	



Professional Liability/Errors and Omissions	Per Occurrence Annual Aggregate	\$5,000,000 \$5,000,000	Coverage for the benefit of the State of Idaho and Contractor shall continue for a period of three (3) years after the date of service provided under this Contract.
Crime Insurance (3rd Party Indemnity) or Surety or Fidelity Bond	Per Occurrence	\$3,000,000	
Privacy & Security (Cyber) Liability	Per Occurrence Aggregate	\$3,000,000 \$3,000,000	

Contractor reserves the right to require additional insurance coverage based on the job duties of the requirement, which shall be communicated in advance to Supplier.

The Supplier shall provide proof of such insurance coverage by tendering to the Contractor a certificate of insurance prior to the commencement of this Supplier Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State of Idaho is required if any of the services provided under the Contract involve work outside of Idaho.

The Suppliers' insurance coverage must meet the following additional requirements:

- (i) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- (ii) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Supplier.
- (iii) The State of Idaho and Contractor shall be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Supplier in excess of the minimum requirements set forth above. The duty to indemnify the State of Idaho and Contractor under this Agreement shall not be limited by the insurance required in this Contract.
- (iv) The insurance required in this Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the Contractor and State of Idaho.
- (v) The Supplier waives and agrees to require their insurer to waive their rights of subrogation against the State of Idaho and Contractor.
- (vi) Failure to provide insurance as required in this Agreement may be deemed a material breach of contract entitling the Contractor to immediately terminate this Agreement. The Supplier shall furnish a certificate of insurance and all endorsements to the Contractor before the commencement of this Agreement.

Please note: Contractor should be listed as the Certificate Holder with the following address:

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

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

3.2 Non-Discrimination and Equal Employment Opportunity Policy

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



employment.

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

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

3.3 Required Training

Supplier agrees to complete Contractor or client required training, assessments, signoffs, etc. prior to beginning assignment and annual as required. This requirement is to be completed at no cost to Contractor or client.

3.4 Background Checks

The Customer reserves the right, in its absolute discretion, to require each Supplier resource assigned under the Contract to successfully complete a national background check, education verification, credit history, non-disclosure agreement, in addition to any additional background checks and onboarding documents deemed necessary by the Customer. Required background checks shall be performed and maintained and remain current as per the requisition at no cost to Customer or Contractor. The Supplier will upload the background check results via VMS prior to work assignment start. The Supplier is responsible for the costs of all required Background Checks deemed necessary by the Customer unless otherwise noted on the requirement in the VMS.

3.5 E-Verify Utilization

Supplier is required to enroll in and utilize the E-Verify system to ensure its Contingent Staff are eligible to work within the United States. Supplier shall be responsible for all costs resulting from utilization of E-Verify.

3.6 Requirement to Read, Write, Speak, and Comprehend the English Language

Unless otherwise requested, all Contingent Staff must be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description. If the Supplier provides Contingent Staff that are unable to read, write, speak, and comprehend the English language, in the Customer's sole discretion, the Supplier will refund any fees and wages incurred.

3.7 Use of VMS

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

3.8 Additional Onboarding Requirements

Certain job titles through the Contract will require additional onboarding items and compliance with position-specific policies, such as a copy of professional license(s). These additional onboarding items shall be maintained and remain current as per the requisition at no cost to Customer or Contractor. These items shall be noted within the VMS. Supplier shall ensure that its resources selected for assignment will comply with all additional onboarding items and position-specific policies. Failure to meet additional onboarding requirements when requested will be considered a breach of this agreement. The Supplier is responsible for the costs of all additional onboarding requirements deemed necessary by the Customer unless otherwise noted on the requirement in the VMS.

3.9 Reporting of Criminal Matters

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

3.10 Contract Documentation

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



4. **Compensation**

4.1 **Time and Materials Services**

Contractor agrees to pay Supplier the rates set forth in Exhibit D or as otherwise agreed to, or as Exhibit D may be modified by a rate change, for all Customer-Approved billable hours for staff augmentation services rendered by Supplier during the term of this Agreement or as revised by paragraph 4.1.i.d below. Fees for any renewal of this Agreement shall be as mutually agreed by both parties. Supplier Resource must enter time into the timekeeping system of record, which is the VMS, on a weekly basis or as directed by the Contractor or Customer. In the event of a conflict between the invoice and the approved time within the VMS, the approved time within the VMS shall prevail.

(i) **Payment Terms – Time and Materials Services**

- a) Contractor shall pay all Customer approved time in accordance with EXHIBIT A: Time & Materials Payment Terms.
- b) Supplier shall maintain its payroll time records and work reports in accordance with Contractor's requirements for a period of four (4) years. Contractor may audit said books and records during the term of this Agreement and for four (4) years thereafter.
- c) This Agreement does not entitle Supplier to any reimbursement of expenses unless approved in writing in advance by the Customer.
- d) It is understood and agreed that the Customer retains the right to review and amend the staff augmentation bill rates, and therefore, CAI retains the right to revise the Supplier's staff augmentation billing rate to CAI. If CAI advises Supplier of a revision to billing rates, Supplier shall have the option to either (a) agree to the revised rate, or (b) elect to withdraw the resource from the assigned job. The Supplier may not compel CAI to pay the original rate agreed to in the Agreement.
- e) If a Supplier employee begins work at Customer, and the Customer determines within the first two weeks (10 business days) that the Supplier employee does not have the skills or capabilities necessary to complete the job as requested in the original requirement, or the Supplier employee resigns from the requirement within the first two weeks (10 business days), the Customer may request that the resource be replaced immediately, the requisition shall be reopened for competition within the VMS, and Contractor shall not pay for the work conducted by the unacceptable Supplier employee.

4.2 Fixed Price Project Services - Contractor agrees to pay Supplier the fixed price deliverable rates set forth in the selected SOW less the MSP fee for all deliverables approved by the Authorized User within the VMS. MSP fee shall be noted within the Statement of Requirements. Supplier must submit invoices for milestones within the VMS for Customer approval once completed. The deliverable will not be considered valid until the invoice has been approved by the Customer within the VMS.

5. **Indemnification**

The Supplier, at its own expense, agrees to indemnify, defend and hold harmless the Contractor, its employees, directors, officers, agents, successors and assigns from any claim, demand, cause of action, loss, damage, fine, penalty, expense or liability of any nature whatsoever (including reasonable attorney's fees, costs or expert expenses), including without limitation claims for personal injury (including death), data breach, disclosure of personally identifiable information, disclosure of personal health information or property or environmental damage, incurred by the Contractor arising out of, resulting from or in connection with any act or omission or the negligence or willful misconduct of the Supplier, its personnel or agents in connection with the performance of the Services hereunder (whether acting in the course of their employment or otherwise) or to the extent that it is based on a claim that Supplier, in the course of its engagement, infringed or violated the patent, copyright, license or other proprietary right of a third party to the extent caused by the conduct of Supplier or Supplier's employees, agents or sub-subcontractors while engaged in the performance of this Agreement or that Supplier otherwise breached the terms of this Agreement or acted negligently, improperly or illegally in the performance of its duties pursuant to the terms of this Agreement. In addition, in the event that any such Supplier performance is held to constitute an infringement of a third party's intellectual property rights and its use is or may be enjoined, Supplier shall, at its option,



- (1) modify the infringing program at its own expense so that it is not infringing; or (2) procure for the Contractor the right to use and license the use of the infringing program at no cost to either the Contractor or the Customer; or
- (3) if neither of the foregoing are commercially feasible, terminate the rights of the Contractor and Customer in the infringing materials and refund amounts paid to Supplier for such infringing materials.

Supplier further agrees to indemnify, defend, and save harmless Contractor, its officers, directors, agents, employees and assigns against any and all claim, demand, cause of action, loss, damage, expense or liability of any nature whatsoever (including reasonable attorney's fees, costs or 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, sub- subcontractors or sub-subcontractor's employees assigned to provide Services under this Agreement. Supplier agrees to include this clause in all related subcontracts.

6. Ownership of Program Materials

Supplier agrees that all Program Materials, reports, and other data or materials generated or developed by Supplier under this Agreement or furnished by either the Contractor or the Customer to the Supplier shall be and remain the property of either the Contractor or the Customer. Supplier specifically agrees that all Program Materials developed or created under this Agreement shall be considered "works made for hire" by Supplier for the Customer within the meaning of the United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded and that such material shall, upon creation, be owned exclusively by the Customer.

- (i) To the extent that any such Program Materials, under applicable law, may not be considered works made for hire by Supplier for the Customer, Supplier agrees to assign and, upon its creation, irrevocably and unconditionally automatically assigns and transfers to Customer the ownership of such material, including any copyright or other intellectual property rights in such Program Materials, without the necessity of any further consideration. Supplier additionally hereby irrevocably and unconditionally waives and assigns to Customer any and all so-called moral rights as Supplier may have in or with respect to any Program Materials. Supplier shall perform any acts that may be deemed necessary or desirable by Contractor to evidence more fully the transfer of ownership of all materials referred to in this paragraph 6 to Customer to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by Customer.
- (ii) To the extent that any preexisting rights of Supplier are embodied in the Program Materials, Supplier hereby grants to Customer the irrevocable, perpetual, non-exclusive, worldwide royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.
- (iii) Supplier represents and warrants that it either owns or has valid, paid-up licenses for all software used by it in the performance of its obligations under this Agreement.

7. Protection of Proprietary Materials

From the date of execution hereof and for as long as any information or data remain Proprietary Information or Trade Secrets (as defined in paragraph 7(i)) (collectively referred to as "Confidential Information"), Supplier shall not use, disclose, or permit any unauthorized person to obtain any Proprietary Information or Trade Secrets of Contractor or Customer, including any Program Materials developed or generated hereunder (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized by Contractor or Customer or to the extent the disclosure of such material is required by law or legal process. Supplier shall comply with the terms of the Data Privacy and Security Addendum attached hereto and made a part hereof and marked as Exhibit C: Data Privacy and Security Addendum.

- (i) As used herein, "Trade Secrets" shall include, but not be limited to, a whole or any portion or phase of any scientific technical information, design, process, procedure, formula, business plan or improvement relating to the development, design, construction, and operation of Customer's or Contractor's processes and product offerings that are valuable and not generally known to competitors of Contractor or Customer. "Proprietary Information" shall include, but not be limited to, customer lists, pricing (including Supplier's pricing to Contractor), sales and marketing plans and strategic planning.
- (ii) This Agreement is intended to address Contractor's legal obligation to protect Customer's proprietary rights pertaining to the Program Materials, Proprietary Information and Trade Secrets. Supplier acknowledges and agrees that its breach or threatened breach of any provision of this paragraph will result in irreparable and continuing damage to Contractor or Customer for which there may be no adequate remedy at law. Accordingly, the Contractor shall be entitled to seek an injunction or specific performance to prevent breaches or threatened breaches of any of the provisions of this Agreement by an action instituted in a court of competent jurisdiction. These remedies are in addition to any other rights to which the Contractor may be entitled at law or in equity.
- (iii) The following shall not be considered Confidential Information: (i) information which was in the public domain at the time of disclosure or at the time of disclosure is, or without fault of the Supplier becomes, available to the public by publication or otherwise; (ii) information which either party can show was in its possession at the time



of disclosure or was independently developed by it without any reference to the other party's information and was not acquired, directly or indirectly, from the other; (iii) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; (iv) information which is required to be disclosed pursuant to court order or by law or regulation; provided, however, that in the event disclosure is required by law, regulation or court order, the Supplier will (a) notify the disclosing party of the obligation to make such disclosure promptly and sufficiently in advance of the time required to disclose to allow the disclosing party the opportunity to seek a protective order, (b) shall cooperate with the disclosing party in seeking the protective order, and (c) shall make disclosure only to the narrowest extent required to comply with the law, regulation or court order.

- (iv) Protective Order. If the Supplier is compelled to disclose (a) any Confidential Information (b) the fact that Confidential Information of the Contractor has been made available by the Contractor, or (c) any of the terms of the parties relationship, subject to then applicable law, the Supplier shall provide the Contractor with prompt written notice of such request so that the Contractor may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or compliance with the provisions of this Agreement is waived, the Supplier shall furnish only that portion of Confidential Information that in its reasonable judgment is legally required, and that it will use its best efforts, at the expense of the Contractor seeking the protective order or other remedy, to obtain reliable assurance that confidential treatment will be accorded to that portion of Confidential Information that is being disclosed.

8. Return of Materials

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

9. Publicity

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

10. Scope of Agreement

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

10.1 Supplier is responsible for providing information, resumes and employees in accordance with industry best practices. Failure to comply that results in Contractor not meeting the service level agreements in the Master Agreement may result in a reduction in the use of Supplier's services.

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

11. Termination

This Agreement shall terminate as set forth herein. In the event Customer terminates the Master Agreement this Agreement will co-terminate. Contractor may terminate this Agreement sooner in the event of Supplier's breach or its failure to adequately and/or sufficiently perform its duties hereunder, its failure to follow established procedures as directed by the Contractor, or if the Customer



requires termination sooner. It is understood and acknowledged by Supplier that its termination of this Agreement in any manner other than as set forth herein shall cause Contractor to incur substantial damages as a result of having to replace Supplier and Supplier will be held liable for any such damages and the costs of replacement of Supplier which Contractor may incur as a result of any premature termination or breach of this Agreement by Supplier.

12. *Non-solicitation of Contractor's Customers*

The Supplier agrees that Supplier or their employees may not solicit Customer or any Customer agencies for Staff Augmentation or Statement of Work services that have been referred to Contractor by Customer and are intended to be released as a requirement under this Agreement. Solicitation may result in dismissal from the vendor network and /or termination of this Agreement during the term of this Agreement and any renewals thereof. Supplier further agrees that it will not use any information regarding customers or Suppliers of Contractor which it may obtain during the course of this Agreement. The prohibitions contained herein shall continue for a period of one (1) year from the date of the termination of this Agreement, or upon termination of Contractor's contract with Customer, whichever is earlier. This Agreement does not restrict or preclude the ability of the Supplier to perform (a) any of its current contracts, or any options or extensions of those contracts, with the Customer or any of its agencies; (b) services for the Customer that are different or new from any performed under this Agreement; or (c) work for Customer agencies which the Supplier was not introduced to by Contractor so long as the Supplier is in compliance with the Conflict of Interest provision of this Agreement.

13. *Non-solicitation of Employees*

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

14. *Governing Law, Attorney's Fees and Waiver of Jury Trial*

- (i) The laws of the State of Idaho (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.
- (ii) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the United States District Court for the State of Idaho and each party to this Agreement consents to the exclusive jurisdiction of the aforesaid courts.
- (iii) Each party waives, to the fullest extent permitted by law,
- (iv) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any court of the State of Idaho or the United States District Court for the State of Idaho.
- (v) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (vi) Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.
- (vii) If any legal action, arbitration or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party or parties ("the Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all (i) reasonable attorneys' fees of the Prevailing Party; (b) court costs; and (c) expenses incurred in that action or proceeding and all appellate proceedings. For purposes of this Section, the terms "attorneys' fees" includes, without limitation, paralegal fees, expert witness fees, disbursements, and all other charges billed by the attorney to the Prevailing Party.
- (viii) Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action, dispute or other legal proceeding arising out of or relating to the parties' negotiations or this Agreement and the transactions it contemplates, including without limitation counterclaims. This waiver applies to any action, dispute, or legal proceeding, whether sounding in contract, tort (including negligence) or otherwise.

15. *Assignment*

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

16. *Data Privacy and Security*



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

17. Authority

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

18. Notices

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

If to **CONTRACTOR:**

Governance
Computer Aid Inc.
1390 Ridgeview Dr., Suite 300
Allentown, PA 18104

Email: governance@cai.io

If to **SUPPLIER:**

With a copy to:

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



19. Force Majeure

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, flood, fire or explosion, war, invasion, act of terrorism, riot or other civil unrest, actions, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, governmental ordered business closure, epidemic, pandemic or plague or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Supplier's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that:

- (i) Customer fails to submit input data in the prescribed form or in accordance with the agreed upon schedules;
- (ii) Special request by Customer or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule;
- (iii) Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Supplier's performance hereunder. Supplier will notify Customer and Contractor of the estimated impact on its processing schedule, if any. In the event Supplier is responsible for an error in processing Customer's data, Supplier promptly will correct such error.

20. Visas and Work Authorization

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

21. Working Multiple Engagements

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

22. Completion of Assignment

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

23. Limitations on Supplier Layering

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

24. Accurate Time Reporting

Each engaged resource must enter time into the VMS accurately and honestly. Failure to report time in an accurate, honest, and timely manner shall be considered a breach of this agreement and may result in disciplinary action, termination of the engagement, and/or termination of this Agreement.

25. Payment of Employees, Suppliers or Sub Consultants

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



26. *Telework Policy*

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

27. *Customer Right to Hire*

If the Customer determines it is in its best interest to hire or convert the Contingent Worker of the Supplier to a state employee or to a state designated payroll provider, Supplier shall release Contingent Worker from any non-compete agreements that may be in effect at no cost to the Customer or Contingent Worker.

28. *Miscellaneous*

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

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

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

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

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

Any signatures (including any electronic symbol or process attached to, or associated with, this Agreement and adopted by a Person with the intent to sign, authenticate or accept such Agreement) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Commonwealth of Pennsylvania Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.



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

CONTRACTOR

Computer Aid, Inc.

Representative's Signature:

Representative's Name:

Title:

SUPPLIER

Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:



EXHIBIT A: Time & Materials Payment Terms

Supplier is not required to submit invoices to the Contractor.

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

 1%/ 15 Day Option (Subject to a discount of one percent (1%) of the invoice amount to be retained by Contractor if paid on the 23rd day, (15 days from invoice date) as per section 5 of this Agreement. The Contractor has the option, at its sole discretion, for each Payment Cycle, to accept the 1% discount and pay on the 23rd Day or to pay the full invoice amount 75 days from date of invoice.

 3%/2 Day Option (Subject to a discount of three percent (3%) of the invoice amount to be retained by Contractor if paid on the 8th day, as per section 5 of this Agreement. The Contractor has the option, at its sole discretion, for each Payment Cycle, to accept the 3% discount and pay on the 8th Day or to pay the full invoice amount 75 days from date of invoice.

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

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



EXHIBIT B: Contract #PA 5387 Requisitioning Process

The following narrative describes the time and materials requisitioning process for the Contract, overseen by the contract's Managed Service Provider, Computer Aid, Inc. (CAI).

- Step 1:** Customer Hiring manager consults with CAI Contract Manager (as needed) regarding opening(s). Once the appropriate contract job title is determined, hiring manager submits the requirement details in the VMS and the approval workflow is initiated.
- Step 2:** Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Vendor network via the web-based Vendor Management System (VMS).
- Step 3:** Vendor reviews the requirement. If the Vendor has candidates who they feel fit the description of the need, they will submit their information and resumes through the VMS during the submittal window.
- Step 4:** The CAI Contract Manager monitors the VMS and receives submitted candidates from the Vendor network.
- Step 5:** The CAI Contract Manager reviews and shortlists candidates to present to the Customer Hiring Manager, based on skill and experience match and availability. The CAI Contract Manager then forwards the shortlisted candidates to the Customer Hiring Manager for review.
- Step 6:** The Customer Hiring Manager reviews the forwarded candidates, notifying The CAI Contractor Manager of the candidates they select to interview and the dates/times available to hold the interviews.
- Step 7:** The CAI Contract Manager notifies the selected Vendor/candidate and finalizes the interview schedule, providing the confirmed final schedule and candidate contact information to the Customer Hiring Manager, who will then send the interview invitations to the candidates directly.
- Step 8:** The Customer Hiring Manager interviews the candidate, either by webcam, phone or in-person.
- Step 9:** The Customer Hiring Manager notifies the CAI Contract Manager on which candidate they are selecting and the target start date.
- Step 10:** The CAI Contract Manager then notifies the appropriate Vendor that their individual candidate was selected.
- Step 11:** The Vendor of the selected candidate notifies the candidate of offer and target start date, confirms the candidate's acceptance with the CAI Contract Manager, and initiates all onboarding/compliance tasks as required.
- Step 12:** The CAI Contract Manager notifies the Customer Hiring Manager of the candidate's acceptance and provides a written quote to that Hiring Manager based on the position's start/end dates, weekly work hours expected, and Agency Bill Rate to calculate total estimated funding needed.
- Step 13:** The Customer Hiring Manager uses the Quote provided to procure the fully executed Purchase Order and provides the fully executed Purchase Order to the CAI Contract Manager prior to the selected candidate's start date.
- Step 14:** The CAI Contract Manager confirms first-day start details with the Customer Hiring Manager to provide to the selected candidate/Vendor and confirms all onboarding/compliance items have been completed by Vendor as required.
- Step 15:** The candidate begins work and submits a weekly timesheet in VectorVMS.
- Step 16:** Designated State timesheet approver reviews and approves timesheet in VectorVMS.

The following narrative describes the SOW ordering process for the Contract, overseen by CAI.

- Step 1:** The Customer Hiring Manager will create a Statement of Requirements (SOR) document which details the project requirements. The Customer Hiring Manager will submit a Service Requisition within the VMS which will include the SOR as an attachment. Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the qualified Vendor network via the VMS.
- Step 2:** Vendor reviews the Service requisition and attached SOR. If the Vendor can provide services to complete the project as defined in the SOR, they will submit their SOW proposal through the VMS.
- Step 3:** The CAI Contract Manager monitors the online tool and receives all submitted SOWs from the qualified Vendor network.
- Step 4:** The CAI Contract Manager forwards all complete SOWs to the Customer Hiring Manager for review.
- Step 5:** The Customer Hiring Manager reviews the forwarded SOWs and may select to meet with one or more Vendors to further negotiate scope, approach, deliverables, or pricing.
- Step 6:** The Customer Hiring Manager selects the winning SOW. The CAI Contract Manager then notifies the qualified Vendor Network that an SOW has been selected, and notifies the appropriate Vendor that their SOW was selected.



Step 7: The CAI Contract Manager works with both the Agency and the Vendor to finalize and execute the SOW. The Agency creates a Purchase Order for the SOW and forwards it to CAI.

Step 8: The CAI Contract Manager ensures that all applicable on-boarding tasks are completed. Upon completion, the CAI Contract Manager confirms the project start date with the Customer Hiring Manager. The CAI Contract Manager forwards final start details to the Vendor and notifies the Vendor that they are authorized to start work.

Step 9: The Vendor begins the project.

Step 10: The Vendor submits invoices for fixed price deliverables in the VMS as completed.

Step 11: The Customer Hiring Manager reviews deliverables and approves the invoices for payment in the VMS.



EXHIBIT C: Data Privacy and Security Addendum

PRIVACY AND SECURITY REQUIREMENTS

For purposes of this agreement the following applies:

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

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

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

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

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

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

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

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



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

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

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

In the event of an Information Security Incident, Supplier shall (i) promptly, after becoming aware of such Information Security Incident, notify the Contractor Security Officer by telephone, email and in writing at the address below of all known facts thereof, and (ii) at Contractor's option and at the direction of Contractor, whether or not required by applicable law, provide written notice to the



individuals whose Data was reasonably connected to the Information Security Incident, or reimburse Contractor for all direct out of pocket and commercially reasonable costs it incurs in providing such notice and/or in responding to governmental authorities, including, without limitation, (1) paying for postage and copying of Contractor legally required notices; (2) offering to the affected individuals and providing, to those who elect to receive it, at least two years of credit monitoring services at Supplier's expense; (3) paying for costs associated with implementing a call center, and (4) paying for costs associated with any forensic or legal analysis required. To the extent a State Attorney General or other governmental/judicial authority renders a fine, penalty or judgment, or requires an alternate remedy following an Information Security Incident, such as the provision of identity theft insurance, Supplier will offer and provide the required remedy at its own expense. Information Security Incident notifications shall be provided to: Security Officer, Computer Aid, Inc., 1390 Ridgeview Dr., Allentown, PA 18104, USA; email: security@cai.io and by telephone at (610) 530- 5000

In addition, Supplier shall report all Information Security Incidents in accordance section 16. Obligations in the Event of a Breach and this Section of the Contract..

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



EXHIBIT D: Contract Rate Card

POSITION TITLE	ID Vendor Rate
.Net Developer	\$ 94.22
AI Engineer	\$ 92.93
Application Developer	\$ 86.23
Application Support Analyst	\$ 65.45
Application Systems Analyst / Programmer	\$ 56.72
Application Technical Specialist	\$ 103.47
Architect	\$ 108.22
Artificial Intelligence ("AI") Architect	\$ 100.13
Big Data Architect	\$ 106.34
Big Data Engineer	\$ 82.90
Business Analyst	\$ 82.14
Business Intelligence Analyst/Developer	\$ 79.50
Business Intelligence Architect/Developer	\$ 87.93
Business Subject Matter Expert	\$ 98.57
Cloud Architect	\$ 107.94
Cloud Engineer	\$ 91.12
COBOL Programmer	\$ 71.48
Content Management Administration	\$ 51.09
CRM Architect	\$ 108.01
Cyber Security Analyst	\$ 105.18
Cyber/Information Security Engineer	\$ 121.33
Data Administrator	\$ 51.82
Data Analyst	\$ 66.47
Data Architect	\$ 79.43
Data Center Operation Control	\$ 81.24
Data Center Operations/Administrator	\$ 40.63
Data Scientist	\$ 81.97
Database Administrator	\$ 99.88
Database Analyst	\$ 65.84
Database Architect	\$ 78.63
Desktop Support Technician	\$ 50.98
Developer	\$ 91.83
EDI Specialist	\$ 58.27
Enterprise Architect	\$ 146.46
Help Desk Analyst	\$ 42.25
Information Security Analyst	\$ 82.72
Infrastructure Technical Architect	\$ 112.90
Java Developer	\$ 82.12
Machine Learning Developer	\$ 99.53
Mainframe Systems Programmer	\$ 107.12



POSITION TITLE	ID Vendor Rate
Mobile applications developer	\$68.70
Mobile Specialist	\$74.84
Network Administrator	\$49.94
Network Engineer	\$94.08
Network Security Administrator	\$76.72
Network Security Architect	\$103.58
Network Security Engineer	\$87.41
Network Technician	\$62.25
Oracle/PeopleSoft DBA	\$124.14
PEGA Developer	\$89.02
PEGA Lead Business Architect	\$111.28
PeopleSoft Functional Analyst	\$55.92
PeopleSoft Functional SME	\$96.46
Product Manager	\$83.40
Product Specialist	\$69.36
Program Manager	\$107.15
Project Manager	\$88.91
Quality Assurance Analyst	\$63.91
Quality Assurance Engineer	\$61.36
Robotic Process Engineer	\$107.82
RPA Solution Architect/Developer	\$94.07
Salesforce Developer	\$77.39
SAP Specialist	\$93.38
Scrum Master	\$68.55
Security Administrator	\$106.26
Security Analyst	\$59.90
Security Engineer	\$135.67
Senior Consultant	\$191.41
SharePoint Architect	\$100.44
SharePoint Developer	\$86.55
Solutions Architect	\$86.49
System Administrator	\$74.72
System Engineer	\$114.07
Technical Writer	\$64.94
Telecom Administrator	\$86.62
Telecom Engineer	\$75.76
Telecom Technician	\$49.63
Tester	\$59.51
UI Developer-Designer	\$60.85
UX Developer	\$61.34