



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

Version 1

THIS 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 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 Indiana (the "Customer") to provide administrative, industrial, and medical staffing services under Contract Number Contract #000000000000000000058993("Master Agreement") and

WHEREAS, the Contractor wishes to engage the Supplier to perform IT projects and Independent Verification and Validation (IV&V) of State project work, by the MSP and network of vendors for the State of Indiana and Other Governmental Bodies consistent with the RFP proposal and Contractor’s best and final offer, which are incorporated into this Agreement by reference. Supplier agrees to use its best efforts, at a level consistent with entities having applicable professional standards, 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. Applicable Master Agreement terms and conditions are included in the body of this Agreement and EXHIBIT A: Customer Terms and Conditions and EXHIBIT B: Data Privacy and Security Addendum.

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. 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, however, any termination by Supplier shall require Supplier to end any project work as of the termination date.

- a) Notwithstanding any termination of this Agreement, any provisions that create a right of action by one Party against the other will survive the termination of this Agreement.
- b) Performance of a SOW issued during the Term of this Agreement may survive the expiration of the Agreement, in which case, all contractual terms and conditions required for the operation of such SOW will remain in full force and effect until all of Supplier’s obligations pursuant to such SOW have met the final Acceptance criteria of the applicable Customer.

2. 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. Compensation:

3.1 Fixed Price Statement of Work (SOW) Services:

Contractor agrees to pay Supplier the fixed price deliverable rates set forth in the selected SOW less the MSP fee of 0.45% for all deliverables approved by the Customer within the VMS. Supplier must submit invoices for milestones or deliverables within the VMS for Customer approval once completed. The milestone or deliverable will not be considered valid until the invoice has been approved by the Customer within the VMS.

3.2 Payment Terms and Audit Requirements:

- (a) Fixed Price Statement of Work (SOW) Services: Payment terms are seven days from the receipt of payment from Customer, and receipt of valid invoice for Customer approved milestones or fixed price deliverables, whichever comes later. Contractor shall use its best efforts to invoice the Customer within seven (7) days from the receipt of a valid invoice from the Supplier. The Contractor will use commercially reasonable efforts to enforce payment from the Customer.
- (b) All services provided by the Supplier under this Agreement must be performed to the Customer's reasonable satisfaction, as determined at the discretion of the Customer representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. Customer shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state, or local statute, ordinance, rule, or regulation
- (c) Supplier shall maintain its payroll time records, expenses and work reports in accordance with Contractor's requirements for a period of four (4) years. Contractor or Customer may audit timekeeping, expense records and work reports during the term of this Agreement and for four (4) years thereafter.
- (d) Supplier and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for four (4) years from the date of final payment under this Contract, for inspection by the Customer or its authorized designees. Copies shall be furnished at no cost to the Customer if requested.
- (e) Supplier acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq., and audit guidelines specified by the Customer.
- (f) Customer and Contractor considers the Supplier to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Agreement. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.
- (g) The Supplier and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for four (4) years from the date of final payment under this Contract, for inspection by the Customer or its authorized designees. Copies of materials shall be furnished at no cost to the Customer if requested.
- (h) This Agreement does not entitle Supplier to any reimbursement of expenses unless approved in advance by the Customer.
- (i) If Customer determines that a Supplier staff member does not have the skills or capabilities necessary to complete their assigned tasks as defined in the original or amended SOW, Customer may request that the staff member be immediately replaced and issue a change request to adjust the schedule, milestone/deliverable billing or both accordingly.
- (j) Supplier shall not commence any additional work or change the scope of the work until authorized in writing by the Customer. The Supplier shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

3.3 Payment of Employees, Suppliers or Sub Consultants:

Supplier is required to pay all of its employees, subcontractors, or sub consultants for all work that the employee, subcontractor, or sub-consultant has satisfactorily completed no later than (10) days after the Supplier has received payment from the Contractor. Should Supplier fail to make payment as set forth herein, Contractor shall be entitled to engage the Supplier's employee, subcontractor, or sub-consultant directly and Supplier shall release any non-compete or non-solicitation agreement it may have with its employee, subcontractor, or sub-consultant. Further, Customer or other supplier(s) may hire Supplier's employee, subcontractor, or sub-consultant directly as a full-time employee of Customer 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 sub-consultant.

3.4 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, 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. Supplier removed from the Contract vendor network as a result of lapsed documentation shall be subject to a compliance fee of \$1000.00 USD to re-enroll in the network, which shall be paid to Contractor prior to re-enrollment of Supplier.

4. 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.

5. 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.

- (a) 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 to Customer to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by Customer.
- (b) 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.
- (c) 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.



6. 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 in this Agreement 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 B: Data Privacy and Security Addendum.

- (a) 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 Customer), sales and marketing plans and strategic planning.
- (b) 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, Customer, or both 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.
- (c) 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.
- (d) Protective Order. If the Supplier is compelled to disclose (a) any Confidential Information (b) the fact that Confidential Information of the Contractor or Customer has been made available by the Contractor or Customer, 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 entity 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.
- (e) Supplier understands and agrees that data, materials, and information disclosed to the Supplier may contain confidential and protected information. Supplier covenants that data, material, and information gathered, based upon, or disclosed to the Supplier for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the Customer. The Supplier and Contractor acknowledge that the services to be performed by Supplier for the Customer under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the Customer in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Supplier agrees to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Supplier, Supplier agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

7. 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) working 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. Should Supplier staff fail to return materials or equipment, Contractor shall send an invoice to the Supplier for the cost of the materials, equipment or both not returned. The Supplier shall pay this invoice within fourteen (14) calendar days. If the Supplier has not paid the invoice within fourteen (14) calendar days, the Contractor will have the option to deduct the exact replacement costs from the final invoice.

Supplier may request and Customer must approve this request in an executed SOW that Supplier may retain copies of select materials for their own records and work papers.

8. 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 or Customer'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.

9. Scope of Agreement:

Supplier is responsible for providing information and employees in accordance with applicable professional standards and best practices. Failure to comply that results in Contractor not meeting the project requirements or the Master Agreement terms and conditions may result in a reduction in the use of Supplier's services or in Supplier dismissal from the vendor network and /or termination of this Agreement.

Supplier will use applicable professional standards and industry best practices testing mechanisms to validate and verify employee's technical skills as described in their respective resume and assigned roles. Contractor may request documentation to substantiate the claimed skills for a Supplier resource. In the event that Supplier fails to submit documentation in a timely manner Contractor reserves the right to hold the SOW for submission to the Customer until such time as the documentation is submitted or the requirement is filled by another supplier.

10. Termination:

This Agreement shall terminate as set forth herein. In the event Customer terminates the Master Agreement this Agreement will 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, 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, Customer, or both 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 Customer or Contractor may incur as a result of any premature termination or breach of this Agreement by Supplier.

- a) Customer may terminate an SOW, in whole or in part, at any time and for any reason. Termination of an SOW under this provision will not affect the rights and obligations of the Parties to any SOW outstanding at the termination date.
- b) In the event of breach by the Supplier, the Customer and Contractor will have the right to terminate this Agreement, in whole or in part, and the Customer will have the right to terminate any SOW issued hereunder, in whole or in part. Supplier will be deemed in breach in the event that Supplier fails to meet any material obligation set forth in this Agreement or in any SOW issued hereunder.
- c) In the event of non-appropriation of funds, the Customer may terminate any SOW, in whole or in part, for those goods or services for which funds have not been appropriated.
- d) Upon termination, neither the Customer nor any Authorized User will have any future obligations to the Supplier except for Services performed or Deliverables accepted by the Customer prior to the termination date. The Customer and Supplier may mutually agree to prorated payment due for any deliverable that is in progress but has not yet been completed and accepted at time of termination.
- e) Supplier shall have no right to terminate any SOW.

11. 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. 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.

12. 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.

13. Governing Law, Attorney's Fees, and Waiver of Jury Trial:

- (a) The laws of the Commonwealth of Pennsylvania (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.
- (b) 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 Eastern District of Pennsylvania or in the Court of Common Pleas of Lehigh County, Pennsylvania, and each party to this Agreement consents to the exclusive jurisdiction of the aforesaid courts.
- (c) Each party waives, to the fullest extent permitted by law,
 - i. 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 Commonwealth of Pennsylvania or the United States District Court for the Commonwealth of Pennsylvania.
 - ii. any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (d) 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.
- (e) 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.
- (f) 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.

14. 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 by courier service with delivery tracking, 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:**
 Computer Aid Inc.
 ATTN: Contract Management
 1390 Ridgeview Dr., Suite 300
 Allentown, PA 18104
 Email: ContractManagement@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

15. 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:

- (a) Contractor or Customer fails to submit input data in the prescribed form or in accordance with the agreed upon schedules;
- (b) Special request by Customer or any governmental agency authorized to regulate, supervise, or impact Supplier’s normal processing schedule;
- (c) 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.

16. Miscellaneous:

- (a) 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.
- (b) 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.
- (c) This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- (d) The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

17. Signature:

Any signature (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.

The signatory for the Supplier represents that he/she has been duly authorized to execute this Contract on behalf of the Supplier and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Supplier when his/her signature is affixed and accepted by the Contractor.

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



CONTRACTOR

Company Name: COMPUTER AID, INC.

Representative's Signature: _____

Representative's Name: _____

Title: _____

E-mail Address: _____

SUPPLIER

Company Name: _____

Representative's Signature: _____

Representative's Name: _____

Title: _____

E-mail Address: _____



EXHIBIT A: Customer Terms and Conditions

1. Compliance with Laws:

Supplier and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Customer as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. If the Supplier has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Supplier shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement. If the Supplier is not familiar with these ethical requirements, the Supplier should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Supplier or its agents violate any applicable ethical standards, the Contractor may, in its sole discretion, terminate this Agreement immediately upon notice to the Supplier. In addition, the Supplier may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

Supplier certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State of Indiana. The Supplier agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Supplier. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

Supplier warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Supplier agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

If a valid dispute exists as to the Supplier's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Supplier, the Supplier may request that it be allowed to continue, or receive work, without delay. The Supplier must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

Supplier warrants that the Supplier and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Customer. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the Customer.

As required by IC § 5-22-3-7:

1. Supplier and any principals of the Supplier certify that:
 - (a) the Supplier, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (b) the Supplier will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
2. Supplier and any principals of the Supplier certify that an affiliate or principal of the Supplier and any agent acting on behalf of the Supplier or on behalf of an affiliate or principal of the Supplier, except for de minimis and nonsystematic violations,
 - (a) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (b) will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

Supplier certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Supplier.



Supplier certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. Supplier shall immediately notify the Contractor and Customer if any subcontractor becomes debarred or suspended, and shall, at the Customer's request, take all steps required by the Supplier to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

2. Assignment; Successors:

This Agreement may not be assigned by a Party without the written consent of the other Party. Supplier shall provide prompt written notice to the Contractor of any change in the Supplier's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

3. Insurance:

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 this Agreement or require that each of their subcontractors maintain their own insurance policies/coverage in accordance with the requirements in this Supplier Agreement.

4. Minimum Insurance Requirements:

The 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 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 this Contract:

TYPE OF INSURANCE	LIMIT	AMOUNT	Notes:
<u>Commercial General Liability</u>	Per Person Per Occurrence	\$700,000 \$5,000,000	The State of Indiana 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.
<u>Automobile Liability [Note: required when Supplier or Supplier's resources use corporate or personal automobile in performing the contract services.]</u>	Per Person Per Occurrence	\$700,000 \$5,000,000	The State of Indiana and Contractor are to be named as an additional insured on a primary, non-contributory basis.
<u>Employers Liability</u>	Per Accident Per Employee for Disease Aggregate Disease	\$500,000 \$500,000 \$500,000	
<u>Professional Liability (Errors and Omissions)</u>	Per Occurrence Annual Aggregate	\$1,000,000 \$1,000,000	Coverage for the benefit of the State of Indiana and Contractor shall continue for a period of two (2) years after the date of service provided under this Contract.
<u>Crime Insurance (3rd Party Indemnity) or Surety or Fidelity Bond</u>	Per Occurrence	\$25,000	If required by statute or agency
<u>Cyber Liability</u>	Per Occurrence Aggregate	\$700,000 \$5,000,000	
<u>Workers Compensation</u>	State of Indiana Requirements	In Compliance	

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 Indiana is required if any of the services provided under this Contract involve work outside of Indiana.

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

- (a) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- (b) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Supplier.
- (c) The State of Indiana 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 Indiana and Contractor under this Agreement shall not be limited by the insurance required in this Contract.
- (d) 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 Indiana.
- (e) The Supplier waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana and Contractor.
- (f) Supplier's Worker's Compensation and Employer's Liability insurance policies shall be endorsed with the "Alternate Employer Endorsement" to extend coverage under such policies to State of Indiana and Contractor as an alternate employer. 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 Department
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 Supplier's sole expense for providing any additional insurance Supplier deems necessary to protect Supplier's interests.

5. Drug-Free Workplace Certification:

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Supplier hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Supplier will give written notice to the Contractor and Customer within ten (10) days after receiving actual notice that the Supplier, or an employee of the Supplier in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract for the Supplier is in excess of \$25,000.00, the Supplier certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Supplier's and Customer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Supplier's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- (c) Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Supplier of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (d) Notifying the Customer and Contractor in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;



- (e) Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

6. 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. The Customer is a recipient of federal funds, and therefore, where applicable, the Supplier and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

7. Required Training:

Supplier agrees to complete Contractor or Customer 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 Customer.

8. Background Checks:

The Customer reserves the right, in its absolute discretion, to require each Supplier resource assigned under this Agreement to successfully complete a national background check, education verification, credit history, non-disclosure agreement, in addition to any additional background checks deemed necessary by the Customer. The Supplier will upload the background check results via VMS prior to work assignment start.

9. Additional Onboarding Requirements:

Certain job titles through this Contract will require additional onboarding items and compliance with position-specific policies, such as a copy of professional license(s). These items shall be noted within the VMS. 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.

10. Employment Eligibility Verification:

As required by IC § 22-5-1.7, the Supplier swears or affirms under the penalties of perjury that the Supplier does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- (a) The Supplier shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Supplier is not required to participate should the E-Verify program cease to exist. Additionally, the Supplier is not required to participate if the Contractor is self-employed and does not employ any employees.
- (b) The Supplier shall not knowingly employ or contract with an unauthorized alien. The Supplier shall not retain an employee or contract with a person that the Supplier subsequently learns is an unauthorized alien.
- (c) The Supplier shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Supplier that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Supplier agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.



The Customer may direct Contractor to request Contractor terminate for default if the Supplier fails to cure a breach of this provision no later than thirty (30) days after being notified by the Customer.

11. Employment Option:

If the Customer determines that it would be in the Customer’s best interest to hire a resource of the Supplier after a period of six (6) months, the Supplier will release the selected resource from any non-compete agreements that may be in effect. This release will be at no cost to the Customer, Contractor, Supplier, or the resource.

If the Customer determines that it would be in the Customer’s best interest to hire a resource of the Supplier prior to completion of a six (6) month term of engagement, the Customer will notify the Contractor, or the resource, who in turn will notify the Supplier of the Customer’s intent to hire the resource. The Customer will negotiate a conversion fee with the Supplier, which shall not exceed the maximum rates detailed below:

Days Worked	0-30 Days Worked	31-60 Days Worked	61-90 Days Worked	91-120 Days Worked	121-150 Days Worked	151-180 Days Worked	180+ Days Worked
Maximum / not to exceed conversion fee	20% of first year annual salary	15% of first year annual salary	12.5% of first year annual salary	10% of first year annual salary	7.5% of first year annual salary	5% of first year annual salary	0% of first year annual salary

The first-year annual salary will be the annual salary that would be paid to the resource by the Customer during the first year of service, exclusive of any benefits or fees paid to the resource.

11.1 Visas:

Supplier must maintain valid Visas for any of its employees for whom a Visa is required. Any failure to do so will result in removal of the employee and may result in the cancellation of this Agreement.

12. Requirement to Read, Write, Speak, and Comprehend the English Language:

Unless otherwise requested, all Supplier 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 Supplier 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.

13. HIPAA Compliance:

If a SOW involves services, activities, or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Supplier covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

14. 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.

15. Reporting of Criminal Matters:

Supplier is required to report to Contractor any criminal matter to which it has been made aware in which Supplier 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 potential criminal matters to the Contractor Account Manager, of which it has knowledge, no later than one (1) Business Day after becoming aware of the occurrence of a potential criminal matter. The Contractor shall notify the Customer no later than one (1) Business Day after the reporting by Supplier of any criminal matter.

16. Information Technology Enterprise Architecture Requirements:

If any SOW involves information technology-related products or services, the Supplier agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. Contractor may terminate this Contract for default if the terms of this paragraph are breached.



17. Licensing Standards:

The Supplier, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Supplier pursuant to this Agreement. The Customer will not pay the Contractor who will not pay the Supplier for any services performed when the Supplier, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Supplier shall notify the Customer with copy to the Contractor immediately and the Customer, at its option, may immediately request that Contractor terminate of this Agreement.

18. Order of Precedence; Incorporation by Reference:

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Agreement, (2) statements of work, (3) Master Agreement, (4) attachments prepared by the Customer, (5) RFP # 21-67147, (6) Contractor's response to RFP # 21-67147, and (7) attachments prepared by the Contractor or Supplier. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.



EXHIBIT B: 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 Drive
Allentown, PA 18104
email: security@cai.io and by telephone at (610) 530-5000

In addition, Supplier shall report all Information Security Incidents in compliance per the State of Indiana Statute IC 501.171.

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.