

STATE OF NORTH CAROLINA IT SUPPLEMENTAL STAFFING PROGRAM VENDOR AGREEMENT

THIS AGREEMENT, made on ______("Effective Date"), by and between COMPUTER AID, INC., with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 ("CAI") and ______, with an address of ______("Vendor").

WHEREAS the State of North Carolina ("State") has engaged CAI to process payments to the Vendor.

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree as follows:

- (i) Attachment H: North Carolina Terms and Conditions for Services ("Attachment H") is incorporated herein by reference. Attachment H may be found at <u>https://www.cai.io/media/documents/msp/nc/NC_MSP_Attachment_H.pdf</u>.
- (ii) Vendor will submit its timesheets on a weekly basis via the VMS to the State which will then be approved by the State. Timesheets will not be considered valid until approved by the State within the VMS. Vendor is not required to submit invoices to CAI. CAI shall pay all State approved time in accordance with Exhibit A: Time & Materials Payment Terms :
- (iii) Vendor and CAI are independent contractors and nothing contained herein shall create a partnership, joint venture or other relationship between the parties except as expressly set forth herein.
- (iv) This Agreement, including all exhibits incorporated hereby by reference, may only be amended by a written agreement executed by both parties hereto.

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

CONTRACTOR	Computer Aid, Inc.
Representative's Signature:	
Representative's Name:	
Title:	
VENDOR	
Authorized Representative's Signature:	
Representative's Name:	
Title:	
Email Address:	
EIN:	



Exhibit A: Time & Materials Payment Terms

Vendor is not required to submit invoices to the Contractor.

Vendor agrees to the following time and materials payment terms (select one). 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 seven days from the receipt of payment from the Customer.

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

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

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