



**STATE OF NEW JERSEY - NASPO  
IT MANAGED SERVICE & STAFF AUGMENTATION  
SUPPLIER AGREEMENT**

THIS AGREEMENT, made on \_\_\_\_\_ (“Effective Date”), by and between COMPUTER AID, INC., with Corporate Headquarters located at 1390 Ridgeview Drive, Allentown, PA, 18104 (“Contractor”) and \_\_\_\_\_ located at: \_\_\_\_\_ (“Subcontractor”). 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 New Jersey (the "Customer") to serve as a managed service provider (“MSP”) to provide certain information technology time and materials services under the Contract for Information Technology Vendor Managed Service (“VMS”) Providers M4003 (“Master Agreement”). The MSP solution will enable Customer, through the MSP Contractor, to manage and administer a vendor-neutral supplier network, an automated VMS, and the IT staff augmentation process in an end-to-end technology solution (“MSP Program”); and***

***WHEREAS the Contractor wishes to hire the Subcontractor to perform certain information technology time and materials services on an as-needed basis relating to the Contractor's aforementioned contract with the Customer (such software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto, being hereinafter referred to collectively as the "Program Materials"); and***

***WHEREAS both the Contractor and the Subcontractor desire to set forth in writing the terms and conditions of their agreement, including their respective rights as to the Program Materials.***

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

**1. Information Technology Services**

On the terms and conditions set forth herein, Contractor hereby engages Subcontractor to perform information technology time and materials services for the MSP Program during the term hereof and Subcontractor hereby accepts such engagement. Subcontractor agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the IT industry, in the performance of the services called for hereunder. Upon selection by Contractor, in its sole discretion, of any one or more Subcontractor Employees, Contractor shall provide required information for each requirement in accordance with the procedures set forth in Exhibit A. Information will include the following:

- (i) the name(s) of the Subcontractor Employee(s) needed by Contractor (each, an “Assigned Employee”);
- (ii) the name and location of the Contractor Customer for which the Assigned Employee shall work;
- (iii) the type of employment agreement with the Subcontractor Employee or the name of the Subcontractor Employee’s employer, if the Subcontract Employee is not a W-2 Employee;
- (iv) the description of skills requested;
- (v) the nature of the work to be performed by each Assigned Employee;
- (vi) the time period for which Contractor will utilize each Assigned Employee; and
- (vii) the hourly fee which Contractor will pay shall be in accordance with the Rate Schedule in M4003 Information Technology Vendor Managed Services Provider Price List.

1.1 If a Subcontractor employee begins work at Customer, and the Customer determines within the first two weeks (10 business days) that the Subcontractor employee does not have the skills or capabilities necessary to complete the job as requested in the original requirement, or if the Subcontractor employee resigns from the job within the first two weeks (10 business days), the Customer may



request that the resource be replaced immediately, and Contractor shall not pay for the work conducted by the unacceptable Subcontractor employee.

1.2 Subcontractor acknowledges that Subcontractor is responsible for compliance with Customer’s Service Level Agreements as may be communicated to Subcontractor by Contractor from time to time. Subcontractor acknowledges its obligation to diligently provide services and to work to achieve reasonable metrics-based performance goals established by the Customer.

**2. Term of Agreement**

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

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

**3. Compliance**

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

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

3.2. Subcontractor shall purchase and maintain insurance for protection from claims under the Worker’s Compensation Act and other statutory employee benefit provisions, which are applicable in the state in which this Agreement is being performed. Subcontractor 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 personnel and third parties and from claims for damage to property of Customer or third parties which may arise out of or result from Subcontractor’s performance of work under the Agreement whether such work be by Contractor or by a subcontractor or anyone directly or indirectly employed by any of them. Insurance shall have the following coverage:

TYPE OF INSURANCE	LIMIT	AMOUNT
<b>Commercial General Liability</b>	Bodily Injury and Property Damage (single limit)	\$1 Million
<b>Commercial Automobile Liability (required if operating vehicle on State’s behalf)</b>	Bodily Injury and Property Damage (single limit)	\$1 Million
<b>Professional Liability/Errors &amp; Omissions</b>	Each Occurrence Aggregate	\$5 Million \$5 Million
<b>Employer’s Liability</b>	Bodily Injury Each Employee by Disease Aggregate Disease	\$1 Million \$1 Million \$1 Million
<b>Worker’s Compensation</b>	State requirements	

3.3. Subcontractor shall submit a Certificate of Insurance to Contractor evidencing the required insurance coverage and stating that thirty (30) days prior written notice must be given to Contractor before cancellation of the policy.

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



the inspection, Subcontractor shall promptly reimburse Contractor for the costs of the inspection.

#### **4. Compensation**

Contractor agrees to pay Subcontractor the vendor rates set forth on the Engagement within the Vendor Management System (VMS) for all Customer-Approved billable hours for services rendered by Subcontractor during the term of this Agreement or as revised by 4.4. The payment will be based on a payment cycle schedule which will be published within the VMS. Subcontractor employee must enter time into the VMS on a weekly basis or as directed by the Contractor or Customer. Timesheets will not be considered valid until approved by the Customer within the VMS.

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

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

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

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

#### **5. Payment Terms**

Contractor shall pay all Customer approved time in accordance with Exhibit B: Time & Materials Payment Terms.

#### **6. Indemnification**

Subcontractor agrees to defend, indemnify, and hold harmless Contractor and Customer, and their respective agents, representatives, officers, directors, officials, and employees in connection with any claim, damage, loss, or expense (collectively, "claim(s)") that is attributable to: (i) bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting thereof, caused in whole or in part by negligent acts, errors, omissions, or mistakes in the performance of this Agreement, caused by the negligent acts or omissions or conduct of the Subcontractor, its subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable (collectively, "Subcontractor" for the purposes of this indemnification paragraph); (ii) any responsibility for (a) taxes, damages and interest, (b) contributions required under federal, and/or state and local laws and regulations, (c) any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workers' Compensation, and (d) non-compliance by Subcontractor of any applicable labor or other law, statutory requirement or regulation; (iii) any claim that a Subcontractor Personnel is an employee of Contractor and/or Customer for purposes of health and welfare benefits or for any other purpose; (iv) infringement of any rights pertaining to intellectual property or software being used by Subcontractor to perform under this Agreement; and, (v) breach of any obligations of Subcontractor hereunder. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. Subcontractor's obligation to indemnify as stated in this paragraph shall not apply to claim(s) caused by the sole negligence or sole misconduct of Contractor as determined by a final court of competent jurisdiction.

#### **7. Ownership of Program Materials**

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

7.1. To the extent that any such material, under applicable law, may not be considered work made for hire by Subcontractor for Customer, Subcontractor agrees to assign and, upon its creation, automatically assigns to Customer the ownership of such material, including any copyright or other intellectual property rights in such materials, without the necessity of any further consideration. Customer shall be entitled to obtain and hold in its own name all copyrights in respect of such materials. Subcontractor shall perform any acts that may be deemed necessary or desirable by Customer to evidence more fully the transfer of ownership of all materials referred to in this paragraph 7 to Customer to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by Customer.

7.2. To the extent that any preexisting rights of Subcontractor are embodied in the Program Materials, Subcontractor hereby grants to Customer the irrevocable, perpetual, nonexclusive, worldwide royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (2)



authorize others to do any or all of the foregoing.

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

## **8. Protection of Proprietary Materials**

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

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

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

8.3 Contractor will require each Subcontractor resource performing work for the Customer under the Master Service Agreement to sign an individual agreement, acknowledging their acceptance of the language referenced in this section of the Agreement as well as the Customer's non-disclosure agreements.

## **9. Return of Materials**

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

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

## **10. Termination**

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

## **11. Non-solicitation of Contractor's Customers**

Subcontractor agrees that (i) during the term of this Agreement or (ii) during the period the Subcontractor is receiving any fees from Contractor pursuant to this Agreement or (iii) for a period of one year following either the termination or cessation of above fees from Contractor, whichever is later, it will not for any reason whatsoever, directly or indirectly (whether as an employee, agent, consultant, joint venture, partner, lender or investor, owner, shareholder, director or officer): (i) induce or solicit or attempt to induce or solicit the Customer to purchase the services provided by Contractor under this Agreement from any business or organization other than that of Contractor, except in response to a formal solicitation issued by Customer to the general public or if the Customer Contract has been terminated; (ii) induce, solicit, divert, take away or attempt to induce, solicit, divert or take away any employee of Contractor or of any other subcontractor of Contractor serving the Customer, including, but not limited to, leased or retained employees, agents and contractors at the date hereof or in the future (collectively referred to as "Employees" for the purpose of this Section) to become an employee of, be the agent for, or be a consultant or contractor to, any other business or organization; (iii) request or advise the Customer to withdraw, curtail or cancel business with Contractor



or request or advise any Employees to withdraw, curtail, terminate or cancel their employment or association with Contractor or any other subcontractor of Contractor serving the Customer; (iv) disclose to any person, firm, corporation or any other business entity the names or addresses of any of the Employees of Contractor or of any other subcontractor of Contractor serving the Customer; and, (v) . use any information regarding customers of Contractor which it may procure during the course of this Agreement.

**12. Governing Law and Attorney’s Fees**

This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of New Jersey, without reference to conflict of law principles. It is agreed that venue for any dispute arising out of this Agreement shall be proper in the courts located in Lehigh County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania sitting in Lehigh County, PA. In the event of a dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorney’s fees.

**13. Assignment**

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

**14. Entire Agreement and Modification**

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

**15. Authority**

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

**16. Notices**

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

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

<p>Gregg M. Feinberg, Esq.</p> <p>Feinberg Law Office</p> <p>1390 Ridgeview Drive, Suite 301</p> <p>Allentown, PA 18104</p> <p>Email: <a href="mailto:gregg@feinberglaw.com">gregg@feinberglaw.com</a></p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**17. Miscellaneous**

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



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

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Subcontractor's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that: (i) Customer fails to submit input data in the prescribed form or in accordance with the agreed upon schedules; (ii) special request by Customer or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule; (iii) Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Subcontractor's performance hereunder. Subcontractor will notify Customer and Contractor of the estimated impact on its processing schedule, if any. In the event Subcontractor is responsible for an error in processing Customer's data, Subcontractor promptly will correct such error.

## **18. Subcontractors**

Subcontractor acknowledges that Contractor has or will enter into an agreement with the Customer to provide the services referenced herein and that the Subcontractor has had the opportunity to review said agreement and the terms and conditions of the Master Agreement between the Contractor and the Customer, accessible at <http://naspo.valuepoint.org/#!/contract-details/88/contractor/588>. The Subcontractor agrees that these terms and conditions will become part of this Agreement, binding the Subcontractor to the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions contained herein and those contained in the Master Agreement, the terms and conditions in the Master Agreement shall prevail.

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

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

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

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

## **19. Background Checks**

The Customer reserves the right, in its absolute discretion, to require each Subcontractor resource assigned under this Contract 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 Subcontractor will provide Contractor with the background check results via Vendor Management System prior to work assignment start. Subcontractor is responsible for the costs of all required Background Checks deemed necessary by the Customer unless otherwise noted on the requirement in the VMS.

## **20. Visas and Work Authorization**

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

## **21. Contract Documentation**

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

### **21.1 Additional Onboarding Requirements**

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

### **21.2 Working Multiple Engagements**



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

**21.3 Completion of Assignment**

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

**21.4 Limitations on Subcontractor Layering**

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

**22. 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.

**23. Accurate Time Reporting**

Each engaged resource must enter time into the VMS tool accurately and honestly by close of business (5 PM Eastern Time) each Monday. Failure to report time in an accurate, honest, and timely manner may result in disciplinary action or termination of the engagement.

**24. 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 upon the written request of CAI. CAI will adhere to applicable laws when collecting, managing, and protecting personal and corporate sensitive data.

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:

**SUBCONTRACTOR**

Authorized Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:



## Exhibit A: M4003 Contract Requisitioning Process

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

**Step 1:** The Hiring Manager logs into the web-based work request tool and creates a new requirement. They will follow the order creation process as defined by the MSP. The user will use standard job titles and descriptions, as well as skill categories to select an appropriate resource.

**Step 2:** Once the requirement has received the necessary approvals, CAI will notify the Hiring Manager that they have received the requirement, review it for completeness, and if necessary, submit questions back to the Hiring Manager for clarification.

**Step 3:** Vendor receives the requirement from the CAI Account Management Team and reviews the requirement. If the vendor has resources who they feel fit the description of the need, they will submit their information and resumes through the online tool. The vendor is required to follow all applicable procedures for submittals.

**Step 4:** The CAI Account Management Team monitors the online tool and receives all submitted resumes from the vendor network.

**Step 5:** The CAI Account Management Team reviews the resumes and selects a group of resumes to pass on to the Hiring Manager, based on skill and experience match and availability. The CAI Account Management Team then forwards the resume matches to the Hiring Manager for review. Please note: This must happen within the required time frame as identified in the contract's service level agreements.

**Step 6:** The Hiring Manager reviews the forwarded resumes and selects an appropriate number of resources to interview.

**Step 7:** The Hiring Manager then notifies the CAI Account Management Team of his or her selection.

**Step 8:** The CAI Account Management Team notifies the selected candidate's vendor and sets-up interview with the Hiring Manager.

**Step 9:** The Hiring Manager interviews the candidate, either by phone or in-person.

**Step 10:** The Hiring Manager selects a candidate and provides the CAI Account Management Team with all engagement details, including specific information on the resource, role, responsibilities, timing, and job location.

**Step 11:** The CAI Account Management Team receives the engagement information and reviews for accuracy. The CAI Account Management Team then notifies the Vendor Network that a candidate has been selected, and notifies the appropriate vendor that their individual candidate was selected. The CAI Account Management Team also ensures that all applicable background checks, drug tests, and all other necessary steps are completed.

**Step 12:** The Vendor of the selected candidate notifies the candidate of selection and provides all job details to the candidate. The Vendor also assists the candidate in completing all on-boarding requirements (i.e. background checks and drug tests).

**Step 13:** The CAI Account Management Team forwards all final hire details to the Hiring Manager and Vendor.

**Step 14:** The candidate begins work.





## Exhibit B: Time & Materials Payment Terms

Subcontractor is not required to submit invoices to the Contractor.

Subcontractor agrees to the following time and materials payment terms (select one) as described in 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 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.**



## 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 compliance with the State of Idaho Statute 28-51-105.

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.