



**SOURCEWELL**  
**IT MANAGED SERVICE & STAFF AUGMENTATION**  
**SUPPLIER AGREEMENT**

THIS AGREEMENT, made on \_\_\_\_\_ (“Effective Date”), by and between COMPUTER AID, INC., Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 (“Contractor”) and \_\_\_\_\_, with offices 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 Sourcewell (formerly the National Joint Powers Alliance (NJPA)) (the "Customer") to provide certain information technology Time and Materials (T&M) or Fixed Price (FP) Deliverables based services under the Cooperative Technology Services and Communications Contract 020817-CAI ("Master Agreement"); and***

***WHEREAS the Contractor wishes to hire the Subcontractor to perform certain information technology T&M or FP Deliverables based services on an as-needed basis relating to the Contractor's aforementioned contract with the Customer; 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 (such software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto, being hereinafter referred to collectively as 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 T&M or FP Deliverables services for Project(s) in which the Contractor is engaged with the Customer, 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) T&M Services - Information shall include the following:
  - (a) the name(s) of the Subcontractor Employee(s) needed by Contractor (each, an “Assigned Employee”);
  - (b) the name and location of the Contractor Customer for which the Assigned Employee shall work;
  - (c) the description of skills requested;
  - (d) the nature of the work to be performed by each Assigned Employee;
  - (e) the time period for which Contractor will utilize each Assigned Employee; and
  - (f) the hourly fee which Contractor will pay shall be in accordance with the Rate Schedule in Exhibit B.

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

If a Subcontractor employee performing work for the Customer separates from the Subcontractor, Subcontractor shall notify the Contractor as soon as it becomes aware of said employee’s departure or ten (10) business days’ advance notice, whichever is longer. Subcontractor shall notify the Contractor in writing within twenty-four (24) hours in the event of an unanticipated departure of a Subcontractor employee.



(ii) Fixed Price Deliverables Services – The Fixed Price Deliverables Statement of Work will include the following:

- (a) description of the scope of the services to be provided as set forth by the Authorized User Statement of Requirements (SOR) document;
- (b) description of the team performing the work;
- (c) description of the solution which meets the scope of the services;
- (d) description of each deliverable and measurable deliverable acceptance criteria;
- (e) delivery schedule of the fixed price deliverable payments including the VMS fee of 4.75% which will be deducted from the Subcontractor’s payments.

## 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 shall pay and report, as applicable, local, 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>	Per Occurrence	\$1.5 Million
<b>Professional Liability/Errors and Omissions</b>	Per Occurrence	\$1 Million
	Annual Aggregate	\$2 Million
<b>Employer’s Liability</b>	Per Accident	\$500,000
	Per Employee for Disease	\$500,000
	Aggregate Disease	\$500,000

OR

TYPE OF INSURANCE	LIMIT	AMOUNT
<b>Commercial General Liability Umbrella Policy</b>	Per Occurrence In combination with CGL	\$1.5 Million
<b>Professional Liability/Errors and Omissions</b>	Per Occurrence	\$1 Million
	Annual Aggregate	\$2 Million



<b>Employer's Liability</b>	Per Accident	\$500,000
	Per Employee for Disease	\$500,000
	Aggregate Disease	\$500,000

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

### 4.1 Compensation – T&M Services

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 4a.4. 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.a. 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.

4.1.b. 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.

4.1.c. 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.

4.1.d. 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.

### 4b. Compensation – Fixed Price Deliverables Services

Contractor agrees to pay Subcontractor the fixed price deliverable rates set forth in the selected SOW less the MSP fee of 4.75% for all fixed price deliverables approved by the Authorized User within the VMS. Subcontractor must enter fixed price deliverable approval request into the VMS once completed. The fixed price deliverable will not be considered valid until approved by the Customer within the VMS.

## 5. Payment Terms

5.1. Payment terms – Contractor shall pay all Customer approved time in accordance with EXHIBIT D: Time & Materials Payment Terms.

5.2. Payment terms – Fixed Price Deliverables Services Payment terms are seven (7) days from the receipt of payment from Client, and receipt of valid invoice for fixed price deliverables work performed by a SOW.

Contractor shall use its best efforts to invoice the Client within seven (7) days from the receipt of a valid invoice from the Subcontractor. The Contractor will use commercially reasonable efforts to enforce payment from the Client.

Notwithstanding, Contractor shall not be relieved of its obligation to pay Subcontractor if the Client's refusal to issue payment is based upon Contractor's failure to timely or properly invoice the Client.

Subcontractor understands and agrees that under no circumstances shall the Contractor be responsible for any sum(s) of money owed



or owing to subcontractor for services rendered in the event that, for any reason or for no reason, the Client denies to, refuses to, or is unable to pay the Contractor.

## **6. Indemnification**

The Subcontractor, at its own expense, agrees to defend, indemnify and hold harmless the Contractor, its employees, successors and assigns from any claim, demand, cause of action, loss, damage, expense or liability (including attorney's fees) that may be incurred by the Contractor as a result of Subcontractor's actions under this Agreement or to the extent that it is based on a claim that Subcontractor infringed or violated the patent, copyright, license or other proprietary or intellectual property right of a third party or arising out of any injury (including death) to persons or damage to property to the extent caused by the negligence or intentional misconduct of Subcontractor or Subcontractor's employees, agents or subcontractors while engaged in the performance of this Agreement or that Subcontractor otherwise 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 Subcontractor performance is held to constitute an infringement and its use is or may be enjoined, Subcontractor shall, at its option, (1) modify the infringing program coding 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 coding at no cost to either the Contractor or the Customer.

## **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 6 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. Supplier shall comply with the terms of the Data Privacy and Security Addendum attached hereto and made a part hereof and marked as Exhibit E: 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.

8.4. Subcontractor, and its resources, will be bound to the requirements listed in e (Business Associate and Qualified Service Organization Agreement) for any requirement taking place under supervision of the State of New Hampshire Department of Health and Human Services.

## **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.

**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 applicable 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**

The Subcontractor agrees that Subcontractor or their employees may not solicit any Customer agency for Time & Materials positions that have been referred to Contractor by Customer 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. Subcontractor further agrees that it will not use any information regarding customers of Contractor which it may procure during the course of this Agreement. The prohibitions contained herein shall continue for a period of one year from the date of the termination of this Agreement, or upon termination of Contractor's contract with Customer, whichever is earlier.

**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 in which this Agreement is being performed, 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 State in which this Agreement is being performed. 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.

If to **CONTRACTOR**:  
 Contract Management  
 Computer Aid Inc.

If to **SUPPLIER**:  
 \_\_\_\_\_  
 \_\_\_\_\_



1390 Ridgeview Dr., Suite 300

Allentown, PA 18104

Email: [ContractManagement@cai.io](mailto:ContractManagement@cai.io)

With a copy to:

Gregg M. Feinberg, Esq.

Feinberg Law Office

1390 Ridgeview Drive, Suite 301

Allentown, PA 18104

Email: [gregg@feinberglaw.com](mailto:gregg@feinberglaw.com)

**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. 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 Contractor reserves the right, in its absolute discretion, to require each Subcontractor resource assigned under this Contract to successfully complete a national background check, 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 the VMS prior to work assignment start. The 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***

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

### **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 Limitations on Subcontractor Layering**

All candidates submitted by Subcontractor for consideration to T&M positions 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. Accurate Time Reporting***

Each engaged resource providing T&M services 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.

### **22.1 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.

### **22.2 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.

## ***23. Payment of Employees, Suppliers or Sub Consultants***

Specific to T&M positions, Subcontractor 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 Subcontractor has received payment from the Contractor. Should Subcontractor fail to make payment as set forth herein, Contractor shall be entitled to engage the Subcontractor's employee, subcontractor, or sub-consultant directly and Subcontractor shall release any non-compete or non-solicitation agreement it may have with its employee, subcontractor, or sub-consultant. Further, Contractor's customer may hire Subcontractor's employee, subcontractor, or sub-consultant directly as a full-time employee of Customer 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 sub-consultant.



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: Cooperative Technology Services and Communications Contract Requisitioning Process

### T&M REQUISITIONING PROCESS

The following narrative describes the T&M requisitioning process for the Cooperative Technology Services and Communications Contract, overseen by the contract's Managed Service Provider, Computer Aid, Inc. (CAI).

**Step 1:** Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Vendor network via the web-based Vendor Management System (VMS).

**Step 2:** Vendor 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 VMS during the submittal window.

**Step 3:** The CAI Contract Manager monitors the online tool and receives submitted resumes from the Vendor network.

**Step 4:** The CAI Contract Manager reviews resumes and selects a group of resumes to present to the Agency Hiring Manager, based on skill and experience match and availability. The CAI Contract Manager then forwards the resume matches the Hiring Manager for review.

**Step 5:** The Agency Hiring Manager reviews the forwarded resumes and selects resources to interview.

**Step 6:** The Agency Hiring Manager then notifies the CAI Contract Manager of his or her selection.

**Step 7:** The CAI Contract Manager notifies the selected Vendor/candidate and coordinates interviews with the Agency Hiring Manager.

**Step 8:** The Agency Hiring Manager interviews the candidate, either by phone or in-person.

**Step 9:** The Agency Hiring Manager selects a candidate and provides the CAI Contract Manager with complete engagement details, including specific information on the resource, role, responsibilities, timing, and job location.

**Step 10:** The CAI Contract Manager receives the engagement information and reviews for accuracy. The CAI Contract Manager then notifies the Vendor Network that a candidate has been selected, and notifies the appropriate Vendor that their individual candidate was selected. The CAI Contract Manager also ensures that all applicable on-boarding tasks are completed.

**Step 11:** 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 activities.

**Step 12:** The CAI Contract Manager forwards final hire details to the Agency Hiring Manager and Vendor.

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



## FIXED PRICE DELIVERABLES REQUISITIONING PROCESS

The following narrative describes the Fixed Price Deliverables requisitioning process for the Cooperative Technology Services and Communications Contract, overseen by the contract's Managed Service Provider, Computer Aid, Inc. (CAI).

**Step 1:** The Authorized User will create a Statement of Requirements (SOR) document which details the fixed price deliverable project requirements. The Authorized user will submit a Service Requisition within the VMS which will include the SOR as an attachment. Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Subcontractor network via the VMS.

**Step 2:** Subcontractor reviews the Service requisition and attached SOR. If the Subcontractor can provide services to complete the project as defined in the SOR, they will submit their information and SOW through the VMS.

**Step 3:** The CAI Contract Manager monitors the online tool and receives all submitted SOWs from the Subcontractor network.

**Step 4:** The CAI Contract Manager reviews the SOWs for completeness. The CAI Contract Manager then forwards all complete SOWs to the Authorized User for review. Please note: This must happen within the required time frame identified in the VMS.

**Step 5:** The Agency Authorized User reviews the forwarded SOWs and negotiates pricing and deliverables directly with the subcontractor.

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

**Step 7:** The CAI Contract Manager receives the engagement information and reviews for accuracy. The CAI Contract Manager then notifies the Subcontractor Network that a SOW has been selected, and notifies the appropriate Subcontractor that their SOW was selected.

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

**Step 9:** The subcontractor submits fixed price deliverables in the VMS as completed.

**Step 10:** Authorized user reviews deliverables and approves them for payment in the VMS.



## Exhibit B: Cooperative Technology Services and Communications Contract Not-to-Exceed Rate Card

			US Tier 1	US Tier 2	US Tier 3
Functional Area	Job Title	Job Level	Vendor	Vendor	Vendor
Application Architecture, Design and Development	Applications Systems Analyst	ASA1	\$58.66	\$67.06	\$75.70
Application Architecture, Design and Development	Applications Systems Analyst	ASA2	\$63.51	\$72.49	\$81.96
Application Architecture, Design and Development	Applications Systems Analyst	ASA3	\$69.52	\$79.18	\$89.66
Application Architecture, Design and Development	Production Support Specialist	PSS1	\$59.92	\$68.47	\$77.32
Application Architecture, Design and Development	Production Support Specialist	PSS2	\$64.87	\$74.01	\$83.70
Application Architecture, Design and Development	Production Support Specialist	PSS3	\$70.98	\$80.80	\$91.53
Application Architecture, Design and Development	Application Developer	AD1	\$62.81	\$71.70	\$81.05
Application Architecture, Design and Development	Application Developer	AD2	\$71.66	\$81.54	\$92.38
Application Architecture, Design and Development	Application Developer	AD3	\$79.25	\$89.91	\$101.98
Application Architecture, Design and Development	Application Developer	AD4	\$87.13	\$98.52	\$111.77
Application Architecture, Design and Development	Development Team Lead	DTL1	\$98.37	\$110.40	\$123.93



Application Architecture, Design and Development	Application Technical Specialist	ATS1	\$68.68	\$78.25	\$88.58
Application Architecture, Design and Development	Application Technical Specialist	ATS2	\$80.26	\$91.01	\$103.24
Application Architecture, Design and Development	Application Technical Specialist	ATS3	\$89.33	\$100.90	\$114.43
Application Architecture, Design and Development	Application Technical Specialist	ATS4	\$98.37	\$110.40	\$123.93
Application Architecture, Design and Development	Applications Architect	AA1	\$103.43	\$115.22	\$134.61
Application Architecture, Design and Development	Applications Architect	AA2	\$115.49	\$128.16	\$149.04
Application Architecture, Design and Development	Mobile Specialist	MS1	\$99.69	\$109.79	\$122.58
Application Architecture, Design and Development	Mobile Specialist	MS2	\$112.09	\$123.00	\$136.88
Application Architecture, Design and Development	QA Tester	QAT1	\$54.72	\$62.61	\$70.61
Application Architecture, Design and Development	QA Tester	QAT2	\$61.33	\$70.06	\$79.14
Application Architecture, Design and Development	QA Tester	QAT3	\$67.83	\$77.30	\$87.49
Application Architecture, Design and Development	QA Manager	QAM1	\$89.23	\$100.24	\$118.81
Application Architecture, Design and Development	Tech Writer	TW1	\$57.17	\$64.54	\$77.31



Application Architecture, Design and Development	Tech Writer	TW2		\$63.28	\$71.49	\$85.38
Infrastructure	Computer Operator	CO1		\$38.06	\$41.21	\$47.26
Infrastructure	Computer Operator	CO2		\$41.29	\$44.75	\$51.54
Infrastructure	Lead Computer Operator	LCO1		\$59.63	\$64.85	\$76.41
Infrastructure	Lead Computer Operator	LCO2		\$73.07	\$78.91	\$92.93
Infrastructure	Help Desk Analyst	HDA1		\$46.55	\$53.25	\$60.03
Infrastructure	Help Desk Analyst	HDA2		\$51.50	\$58.94	\$66.44
Infrastructure	Lead Help Desk Analyst	LHDA1		\$67.07	\$76.45	\$86.52
Infrastructure	Desktop Support Specialist	DSS1		\$42.14	\$48.14	\$54.32
Infrastructure	Desktop Support Specialist	DSS2		\$46.15	\$52.80	\$59.51
Infrastructure	Desktop Support Specialist	DSS3		\$50.47	\$57.77	\$65.10
Infrastructure	LAN/WAN Administrator	LWA1		\$63.71	\$72.72	\$82.22
Infrastructure	LAN/WAN Administrator	LWA2		\$70.53	\$80.30	\$90.94
Infrastructure	Infrastructure Technical Specialist	ITS1		\$76.72	\$85.36	\$96.14
Infrastructure	Infrastructure Technical Specialist	ITS2		\$88.57	\$98.17	\$110.70
Infrastructure	Infrastructure Technical Specialist	ITS3		\$99.69	\$109.79	\$122.58
Infrastructure	Infrastructure Technical Specialist	ITS4		\$112.09	\$123.00	\$136.88
Infrastructure	System Administrator	SA1		\$59.80	\$68.34	\$77.17
Infrastructure	System Administrator	SA2		\$66.71	\$76.07	\$86.07
Infrastructure	System Administrator	SA3		\$74.31	\$84.48	\$95.75
Infrastructure	Network Engineer	NE1		\$66.05	\$75.32	\$85.21
Infrastructure	Network Engineer	NE2		\$73.40	\$83.47	\$94.59
Infrastructure	Network Engineer	NE3		\$81.72	\$92.62	\$105.08
Infrastructure	Network Architect	NAR1		\$81.78	\$92.69	\$105.16
Infrastructure	Network Architect	NAR2		\$87.82	\$99.26	\$112.60
Infrastructure	Telecom Engineer	TE1		\$65.95	\$73.55	\$82.66
Infrastructure	Telecom Engineer	TE2		\$72.84	\$81.11	\$91.29



Enterprise	Enterprise Architect	ET1	\$107.61	\$120.31	\$134.61
Enterprise	Enterprise Architect	ET2	\$120.02	\$133.66	\$149.41
Enterprise	ERP Analyst	EA1	\$62.51	\$71.37	\$80.67
Enterprise	ERP Analyst	EA2	\$68.52	\$78.08	\$88.38
Enterprise	ERP Analyst	EA3	\$75.14	\$85.39	\$96.80
Enterprise	ERP Database Administrator	EDBA1	\$66.17	\$75.46	\$85.37
Enterprise	ERP Database Administrator	EDBA2	\$73.96	\$84.10	\$95.32
Enterprise	ERP Database Administrator	EDBA3	\$82.01	\$92.94	\$105.44
Enterprise	ERP Developer	EED1	\$62.51	\$71.37	\$80.67
Enterprise	ERP Developer	EED2	\$68.52	\$78.08	\$88.38
Enterprise	ERP Developer	EED3	\$75.14	\$85.39	\$96.80
Enterprise	ERP Project Manager	EP1	\$97.43	\$108.87	\$127.89
Enterprise	ERP Project Manager	EP2	\$107.05	\$119.09	\$138.88
Enterprise	SAP Architect	SPA1	\$84.42	\$95.56	\$108.43
Enterprise	SAP Architect	SPA2	\$93.39	\$105.25	\$119.15
Enterprise	SAP Analyst	SAA1	\$68.00	\$77.50	\$87.72
Enterprise	SAP Analyst	SAA2	\$74.92	\$85.15	\$96.54
Enterprise	SAP Developer	SAD1	\$94.46	\$105.85	\$125.11
Enterprise	SAP Developer	SAD2	\$107.44	\$119.52	\$139.36
Enterprise	SAP Developer	SAD3	\$121.37	\$134.45	\$156.14
Enterprise	SAP Project Manager	SAPM1	\$99.41	\$110.95	\$129.99
Enterprise	SAP Project Manager	SAPM2	\$110.79	\$123.11	\$143.38
Data Management and Cloud Computing	Cloud Developer	CD1	\$68.19	\$77.70	\$87.95
Data Management and Cloud Computing	Cloud Developer	CD2	\$76.74	\$87.16	\$98.83
Data Management and Cloud Computing	Cloud Developer	CD3	\$85.12	\$96.34	\$109.30
Data Management and Cloud Computing	Cloud Developer	CD4	\$94.01	\$105.89	\$119.79
Data Management and Cloud Computing	Cloud Administrator	CAM1	\$62.85	\$71.75	\$81.10



Data Management and Cloud Computing	Cloud Administrator	CAM2	\$70.08	\$79.81	\$90.38
Data Management and Cloud Computing	Cloud Administrator	CAM3	\$78.03	\$88.57	\$100.45
Data Management and Cloud Computing	Cloud Architect	CAR1	\$75.30	\$85.57	\$97.01
Data Management and Cloud Computing	Cloud Architect	CAR2	\$82.72	\$93.71	\$106.33
Data Management and Cloud Computing	Cloud Architect	CAR3	\$90.51	\$102.17	\$115.83
Cybersecurity Information Assurance	IT Security Analyst	ISA1	\$67.37	\$76.79	\$86.91
Cybersecurity Information Assurance	IT Security Analyst	ISA2	\$73.56	\$83.65	\$94.80
Cybersecurity Information Assurance	IT Security Analyst	ISA3	\$81.18	\$92.02	\$104.40
Cybersecurity Information Assurance	IT Security Engineer	ISE1	\$87.33	\$98.73	\$111.99
Cybersecurity Information Assurance	IT Security Engineer	ISE2	\$95.34	\$107.24	\$120.93
Cybersecurity Information Assurance	IT Security Engineer	ISE3	\$105.60	\$118.15	\$132.23
Cybersecurity Information Assurance	IT Security Architect	ITSA1	\$96.56	\$108.49	\$122.02
Cybersecurity Information Assurance	IT Security Architect	ITSA2	\$109.40	\$122.23	\$136.72
Cybersecurity Information Assurance	IT Security Auditor	ITAU1	\$121.95	\$133.54	\$148.57
Database Management	Database Administrator	DBA1	\$66.17	\$75.46	\$85.37
Database Management	Database Administrator	DBA2	\$73.96	\$84.10	\$95.32
Database Management	Database Administrator	DBA3	\$82.01	\$92.94	\$105.44
Database Management	Database Architect	DA1	\$83.50	\$94.56	\$107.29
Database Management	Database Architect	DA2	\$89.92	\$101.53	\$115.13



Database Management	Data Warehousing Specialist	DWS1		\$80.36	\$91.14	\$103.38
Database Management	Data Warehousing Specialist	DWS2		\$88.67	\$100.17	\$113.62
Database Management	Data Warehousing Specialist	DWS3		\$95.13	\$107.02	\$120.77
Project/Program Management/Administration	Business Analyst	BA1		\$62.68	\$71.57	\$80.90
Project/Program Management/Administration	Business Analyst	BA2		\$69.28	\$78.92	\$89.36
Project/Program Management/Administration	Business Analyst	BA3		\$76.46	\$86.84	\$98.47
Project/Program Management/Administration	Project Manager	PM1		\$82.01	\$92.00	\$109.50
Project/Program Management/Administration	Project Manager	PM2		\$91.44	\$102.19	\$121.33
Project/Program Management/Administration	Project Manager	PM3		\$101.88	\$113.10	\$132.59
Project/Program Management/Administration	Program Manager/Engagement Manager	PREM1		\$128.45	\$142.06	\$164.74
Project/Program Management/Administration	Program Manager/Engagement Manager	PREM2		\$156.49	\$172.07	\$198.81
Project/Program Management/Administration	IT Strategist	ITS1		\$111.89	\$123.81	\$144.47
Project/Program Management/Administration	IT Strategist	ITS2		\$125.43	\$138.31	\$160.84
Project/Program Management/Administration	Business Subject Matter Expert - Management	SMEM1		\$99.69	\$109.79	\$122.58





Project/Program Management/Administration	Business Subject Matter Expert - Executive	SMEE2		\$112.09	\$123.00	\$136.88
Project/Program Management/Administration	IT Trainer	ITT1		\$52.28	\$56.68	\$67.25
Project/Program Management/Administration	IT Trainer	ITT2		\$58.10	\$62.97	\$74.66
Project/Program Management/Administration	Exception			\$-	\$-	\$-
Web Design/Development/Maint	Web Developer	WD1		\$64.98	\$74.13	\$83.84
Web Design/Development/Maint	Web Developer	WD2		\$72.12	\$82.06	\$92.97
Web Design/Development/Maint	Graphic Designer	GD1		\$50.44	\$56.60	\$68.71
Web Design/Development/Maint	Graphic Designer	GD2		\$55.46	\$62.18	\$75.55
Geographic Information Systems	GIS Analyst	GISA1		\$125.79	\$139.20	\$161.51
Geographic Information Systems	GIS Systems Specialist	GISS1		\$98.37	\$110.40	\$123.93
Geographic Information Systems	GIS Systems Specialist	GISS2		\$102.32	\$114.61	\$128.40
Geographic Information Systems	GIS Technician	GIST1		\$68.68	\$78.25	\$88.58
Geographic Information Systems	GIS Technician	GIST2		\$80.26	\$91.01	\$103.24
Geographic Information Systems	GIS Technician	GIST3		\$89.33	\$100.90	\$114.43
Healthcare Systems and Support	Curam Business Analyst	CBA1		\$114.17	\$128.27	\$144.30



Healthcare Systems and Support	Curam Business Analyst	CBA2		\$130.35	\$146.46	\$164.76
Healthcare Systems and Support	Curam Programmer	CUP1		\$104.16	\$117.03	\$131.66
Healthcare Systems and Support	Curam Programmer	CUP2		\$121.35	\$136.35	\$153.39
Healthcare Systems and Support	Curam Architect	CAR1		\$137.53	\$154.53	\$173.85
Healthcare Systems and Support	Curam Architect	CAR2		\$160.46	\$180.29	\$202.83
Healthcare Systems and Support	HealthCare Programmer	HRP1		\$79.25	\$89.91	\$101.98
Healthcare Systems and Support	HealthCare Programmer	HRP2		\$87.13	\$98.52	\$111.77
Healthcare Systems and Support	Healthcare Technical Specialist	HRTS1		\$89.33	\$100.90	\$114.43
Healthcare Systems and Support	Healthcare Technical Specialist	HRTS2		\$98.37	\$110.40	\$123.93
Healthcare Systems and Support	Healthcare Systems Architect	HSA1		\$87.57	\$98.99	\$112.29
Healthcare Systems and Support	Healthcare Systems Architect	HSA2		\$97.54	\$109.52	\$123.02
Administrative Support	Administrative Assistant	ADMIN1		\$23.03	\$26.02	\$29.47
Administrative Support	Administrative Assistant	ADMIN2		\$27.13	\$30.65	\$34.73
Administrative Support	Executive Administrative Assistant	EAA1		\$33.97	\$38.39	\$43.48
Administrative Support	Executive Administrative Assistant	EAA2		\$41.73	\$47.16	\$53.42
Administrative Support	General Administrative Specialist/Analyst	GAS1		\$28.77	\$32.51	\$36.82
Administrative Support	General Administrative Specialist/Analyst	GAS2		\$33.14	\$37.45	\$42.42



## Exhibit C: 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, Subcontractor 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 Subcontractor. Changes will go into effect the pay period following execution of the amendment.**



## EXHIBIT D: 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, Subcontractor 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.

Subcontractor agrees, covenants and warrants to Contractor that at any and all times during which it processes Data, Subcontractor 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, Subcontractor 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, Subcontractor 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 Subcontractor 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 Subcontractor, 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 Subcontractor employs the services of third-party service providers to assist it in performing its obligations under this Data Privacy and Security Addendum, Subcontractor agrees that such service providers are capable of maintaining appropriate safeguards for Data and that Subcontractor 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, Subcontractor 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 Subcontractor 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, Subcontractor 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 Subcontractor's possession, custody or control. Promptly following any return or alternate action taken to comply with this paragraph, Subcontractor 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 Subcontractor to comply with the delivery or destruction of the Data, Subcontractor 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 Subcontractor uses a third party for disaster recovery or other services, Subcontractor 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, Subcontractor 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 Subcontractor's information systems for unauthorized access and implement an incident response policy that specifies actions to be taken when Subcontractor detects or becomes aware of such unauthorized access to its information systems. Subcontractor 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 Subcontractor receives notice from any governmental or regulatory authority alleging that Contractor or Subcontractor has failed to comply with Privacy Laws in connection with the performance of this Agreement, or if Subcontractor otherwise becomes aware and reasonably believes that Subcontractor 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 Subcontractor."

Subcontractor shall promptly notify Contractor in writing of any Information Security Incident of which Subcontractor 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 Subcontractor'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 Subcontractor. Subcontractor shall promptly take all necessary steps to robustly investigate and remediate, including, but not limited to, conducting a third-party forensic analysis. Subcontractor 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 Subcontractor until Contractor has specifically consented in writing to its destruction. If requested by Contractor and subject to Contractor's confidentiality obligations, Subcontractor shall permit Contractor and its agents to access Subcontractor'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, Subcontractor 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 Subcontractor'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, Subcontractor 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, Subcontractor shall report all Information Security Incidents in compliance with the State of Idaho Statute 28-51-105.

Contractor shall have the right to verify Subcontractor'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. Subcontractor 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 Subcontractor for processing of Data in relation to this Data Privacy and Security Addendum. Subcontractor agrees to provide reasonable assistance to Contractor in facilitating this inspection function. Upon request, Subcontractor shall provide Contractor with a list of Subcontractor personnel entrusted with processing the Data transferred by Subcontractor, together with a description of their access rights. An inspection performed pursuant to this section shall not unreasonably interfere with the normal conduct of Subcontractor's business.