



STATE OF UTAH
SUPPLIER AGREEMENT for
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT ("Agreement"), made on _____ ("Effective Date"), by and between COMPUTER AID, INC., with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 ("Contractor") and _____, with offices at _____ ("Supplier").

Each of Supplier and Contractor may be referred to herein individually as a "Party" and both Supplier and Contractor may be referred to herein jointly as the "Parties."

WITNESSETH

WHEREAS, the Contractor has entered into a contract with the State of Utah (the "Customer") to provide fixed-price deliverable-based and rate-based staff augmentation services through Contract No. AR5077 (hereinafter "Lead Contract") and has hereby incorporated this contract into this Supplier Agreement as if fully set out herein (contracts can be viewed at https://www.cai.io/services/contingent-workforce-solutions/utah); and

WHEREAS the Contractor wishes to hire the Supplier to perform certain services on an as-needed basis relating to the Contractor's obligations under certain Contracts between CAI and units of state and local government; and

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. ORDER OF PRECEDENCE

Each Statement of Work ("SOW") or Staffing Engagement ("Engagement") issued under this Agreement shall be subject to and reference the Lead Contract. In the event of a conflict among the terms (excepting any provisions relating to the term or governing law of this Supplier Agreement, for which this Supplier Agreement controls) among the documents governing the performance of services under this Agreement, the following order of precedence shall apply, in descending order of priority:

- i. The Lead Contract (Utah State Contract No. AR5077), including all exhibits and amendments thereto;
ii. This Supplier Agreement, including all exhibits, attachments, addenda, and incorporated statements of work;
iii. Any mutually executed SOW, Purchase Order, or Engagement issued under this Agreement;
iv. Contractor's proposal(s) or response(s) to the Contract solicitation, to the extent incorporated by reference;
v. Any other documents expressly incorporated by reference into this Agreement or its attachments.

These documents together shall constitute the Agreement between the Parties. In the event of a conflict withing a single document, specific terms and conditions shall take precedence over general terms and conditions.

2. SURVIVAL OF TERMS

The termination or expiration of this Agreement shall not affect the rights or obligations of either party that have accrued prior to such termination or expiration. In addition, any provisions of this Agreement that by their nature are intended to survive, including but not limited to those relating to confidentiality, intellectual property ownership, data protection, public records, indemnification, limitation of liability, dispute resolution, audit rights, compliance with law, and payment obligations, shall survive termination or expiration of this Agreement and remain in full force and effect.

3. SERVICES ENGAGEMENT

On the terms and conditions set forth herein, Contractor hereby engages Supplier to perform services for the Project in which the Contractor is engaged with the Customer, during the term hereof and in accordance with one or more Pricing Addenda to be separately endorsed by the Parties, and Supplier hereby accepts such engagement. Supplier agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the relevant industry, in the performance of the services referenced hereunder.

4. TERM OF AGREEMENT

The Term of this Supplier Agreement shall be one (1) year. This Agreement will renew automatically for a period of one (1) year at the end of each Term unless terminated sooner by either party.

Either party, upon written notice to the other party, may terminate this Agreement, however, any termination by Supplier shall require Supplier to complete any SOWs or Engagements which are in process. Contractor may, at its option terminate any or all SOWs or Engagements in process when this Agreement is terminated or suspended for Contractor's convenience or Supplier's breach.

Notwithstanding any termination of this Agreement, any provisions that create a right of action by one Party against the other will survive the termination of this Agreement.

5. COMPLIANCE

The parties acknowledge that their relationship under this Agreement is that of independent contractors and not of employer-employee, principal-agent, or joint venturers. Nothing in this Agreement shall be construed to create any employment, partnership, joint venture, fiduciary, or agency relationship between the parties.

Each party represents and warrants that it is a duly organized and validly existing legal entity and shall always perform its obligations under this Agreement as an independent contractor, notwithstanding any degree of direction or control exercised by the other party in relation to the results to be achieved.

Each party shall be solely responsible for the payment and reporting of all applicable federal, state, and local taxes, including without limitation income taxes, employment taxes, social security, workers' compensation, unemployment insurance, and any other withholdings or obligations applicable to its own employees, agents, or subcontractors. Each party shall pay its personnel in a timely manner, and failure to do so shall constitute a material breach of this Agreement.

Each party agrees to indemnify, defend, and hold harmless the other party, including its officers, employees, and agents, from and against any and all claims, suits, liabilities, costs, or expenses (including reasonable attorney fees) arising out of or related to:

- i. any assertion of an employment relationship between the indemnifying party (or its subcontractors or personnel) and the other party;
- ii. failure by the indemnifying party to pay wages, benefits, or applicable taxes; or
- iii. any claims under workers' compensation, unemployment insurance, or employment laws related to its personnel.

6. INSURANCE REQUIREMENTS

Supplier shall purchase and maintain the minimum insurance coverage required by Contractor and Customer as set forth in endorsed Pricing Addenda.

A thirty (30) day advance notice of cancellation shall be provided to Contractor and Customer. Contractor shall be listed as the Certificate Holder reflecting the following details:

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

Supplier shall provide redacted insurance policies, coverage forms, or endorsements upon request by Contractor or the Customer. Redaction shall be limited to:

- i. proprietary pricing information.
- ii. personally identifiable information (PII);
- iii. Supplier business confidential information, including names of corporate officers, internal contact details, and compensation or financial arrangements not relevant to the coverage being verified; and
- iv. any content protected from disclosure under applicable law.

The Supplier expressly agrees that failure to comply and maintain compliance with all insurance requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract.

If the Supplier maintains broader coverage and/or higher limits than the minimums requested in this document,

Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Supplier. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Contractor.

Supplier shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Supplier shall ensure that Contractor and Customer is an additional insured on insurance required from subcontractors. The Supplier is prohibited from performing any work if Supplier has allowed any of the required insurance policies to lapse. These insurance requirements shall not in any way limit Supplier's indemnity obligations to Contractor as set forth elsewhere in this Agreement, nor shall they relieve or decrease the liability of Supplier in any way. Contractor does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Supplier's interests or liabilities. The Supplier is responsible at Supplier's sole expense for providing any additional insurance Supplier deems necessary to protect Supplier's interests.

7. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

Contractor is committed to equal employment opportunity. Contractor does not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability, or veteran status. All employment decisions are based on valid job requirements, including hiring, promotion, and compensation. Harassment and retaliation are prohibited.

Supplier agrees to maintain, enforce and adhere to an employment policy equivalent to or exceeding that listed above.

8. REQUIRED TRAINING

Supplier agrees to ensure Resources complete Customer required training, assessments, signoffs, etc. as required within the designated timeframe(s). This requirement is to be completed at no cost to Contractor or Customer. Failure of a Resource to complete required training, assessments, signoffs, etc. may result in Resource termination. Supplier agrees to ensure completion of any additional training reasonably required by the Customer, subject to the scope and relevance of the assignment.

All required training shall be completed prior to the start of any assignment and periodically thereafter as needed. Training shall be delivered to resources at no cost to the Contractor or Customer.

9. BACKGROUND CHECKS

The Customer requires that each Supplier resource assigned under the Contract successfully complete background checks identified in the Participating Addendum, VMS, or project requirements document. This includes verification and documentation of the Resource's authorization to work in the U.S. (see section 12, below). Required background checks must be performed, kept current per requisition terms, and completed at no cost to the Customer or Contractor, unless otherwise noted in the VMS. Documents must be uploaded into the VMS as noted on each requirement.

Supplier may upload redacted background check results by redacting personally identifying information.

Supplier shall retain background check results and make them available promptly upon request by Contractor or the Customer for audit or compliance purposes.

This approach does not waive the Customer's right to review original background check records or require more stringent procedures as determined necessary.

10. CODE OF CONDUCT

If Supplier's resource is working at facilities controlled or owned by the State of Utah, Supplier shall follow and enforce the applicable agency code of conduct. Supplier will ensure that each resource receives a copy of the policies and applicable codes of conduct, including DTS Policy 2000-0001 (Code of Conduct) and DTS Policy 1000-0003 (Acceptable Use of Information Technology Resources). These policies can be accessed on the State of Utah's website at: <https://dts.utah.gov/get-help/>. Copies of the policies are also posted at <https://www.cai.io/services/contingent-workforce-solutions/utah>.

11. E-VERIFY UTILIZATION

Supplier is required comply with any E-Verify requirements in the Lead Contract. The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration

laws including UCA § 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.

12. VISAS AND WORK AUTHORIZATION

Supplier must ensure that resources, whether employees or subcontractors, always have valid Visa Status and legal Work Authorization while engaged under this Agreement. If a resource's Work Authorization expires, they must cease all work under this Agreement and Supplier must notify Contractor as early as possible but not less than ten (10) workdays before work authorization expires. Any failure to maintain valid Work Authorization will result in removal of the employee and may result in reduction in payments or the suspension or cancellation of this Agreement for breach.

13. REQUIREMENT TO READ, WRITE, SPEAK, AND COMPREHEND THE ENGLISH LANGUAGE

Supplier shall ensure that all personnel assigned to perform services under this Agreement possess sufficient proficiency in reading, writing, speaking, and comprehending the English language to effectively carry out their duties, understand contractual and technical documentation, and communicate with Contractor and/or the Customer as required for successful delivery of services.

In the event the Supplier fails to meet this requirement, as determined in the Customer's sole discretion, the Supplier shall promptly remove and replace the non-compliant personnel and shall refund any fees, wages, or costs incurred by Contractor or the Customer related to such personnel's assignment.

14. USE OF VMS

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

It is a material requirement of this Agreement that Supplier maintain accurate, up-to-date information, including but not limited to contact information, payment information, and billing parties. Supplier must update this information whenever changes occur and verify at least yearly on the contract renewal date. Failure to provide accurate information to Contractor may result in delay of payments, suspension, or termination of this Agreement.

15. ADDITIONAL ONBOARDING REQUIREMENTS

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

16. REPORTING OF CRIMINAL MATTERS

Supplier is required to report to the Contractor any criminal matter to which it has been made aware in which the Staff assigned to Customer has been involved. Criminal matters requiring reporting include an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld and regardless of whether the criminal matter occurred within or outside the workplace. Supplier is required to report criminal matters to the Contractor Account Manager, of which it has knowledge, no later than three (3) Business Days after the occurrence of the event (if on Supplier premises) or of Supplier's receiving knowledge of the event, unless earlier notification is required by Customer. The Contractor shall notify the Customer no later than one (1) Business Day after the reporting by Supplier of any criminal matter.

17. INFORMATION AND DOCUMENTATION UPDATES

No less than annually throughout the term of this Agreement, Contractor will request updates to Supplier information and required documentation and Supplier agrees to comply promptly with those requests. Supplier shall keep all required documentation current and in good standing throughout the term of this Agreement. Additionally, Supplier must monitor the status of 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 suspend or terminate this Agreement and remove Supplier from the Contract vendor network.

18. COMPENSATION

Contractor agrees to pay Supplier the rates set out in the mutually endorsed Pricing Addenda on the terms selected in Exhibit A, Payment Terms, less applicable registration, administrative, transaction, and other fees acknowledged by the Customer.

Upon written notification by Contractor, Supplier agrees to negotiate with Contractor in good faith to reduce the labor rate of any Resource who is the subject of a Customer mandated rate reduction. If Customer mandates a rate reduction and Supplier fails to agree to a rate reduction, it may result in termination of the SOW.

19. AUDIT REQUIREMENTS

Supplier shall maintain complete and accurate books, records, documents, work reports, timekeeping records (if applicable), and other evidence pertaining to all services performed and costs incurred under this Agreement, including under any SOW, for a period of **four (4) years** from the date of final payment under the applicable SOW.

The **Customer**, the **Contractor**, and any duly authorized representatives of the **Customer, or federal agencies (including the U.S. Comptroller General or federal grant-awarding entities)** (each, an “Auditing Entity”) shall have the right, at reasonable hours and with at least twenty-four (24) hours’ notice, to inspect, audit, and examine all parts of the Supplier’s or its subcontractors’ places of business and relevant records that in any way relate to performance or invoicing under this Agreement. If fraud, waste, abuse, or an emergency is suspected, advance notice is not required.

Supplier shall make such records available at their offices or electronically, and furnish copies at **no cost** to the Auditing Entity upon request. Supplier shall cooperate fully with any audit or inspection and, if requested, participate in an exit conference to address preliminary findings.

If an audit reveals that Supplier has overcharged or failed to meet its contractual obligations, and the Customer or Contractor determines in its sole discretion that a breach has occurred, the Supplier shall reimburse any disallowed costs within thirty (30) days of written demand. Failure to do so may result in offset from future payments or other remedies under the Agreement.

If, under applicable federal law, Supplier is determined to be a **subrecipient** rather than a contractor (as defined in 2 CFR § 200.330), and if required by 2 CFR § 200.500 et seq., Supplier shall arrange for a **financial and compliance audit** conducted in accordance with the requirements of Subpart F of the Uniform Guidance.

Supplier shall incorporate this clause in its entirety into all subcontracts or agreements with subcontractors performing services under this Agreement.

20. INDEMNIFICATION

The Supplier, at its own expense, agrees to indemnify, defend and hold harmless Contractor, its employees, directors, officers, agents, successors and assigns from any claim, demand, cause of action, loss, damage, fine, penalty, expense or liability of any nature whatsoever (including reasonable attorney's fees, costs or expert expenses), including without limitation claims for personal injury (including death) or property or environmental damage, incurred by Contractor arising out of, resulting from or in connection with, any act or omission or the negligence or willful misconduct of the Supplier, its personnel or agents in connection with the performance of the Services hereunder (whether acting in the course of their employment or otherwise) or to the extent that it is based on a claim that Supplier, in the course of its engagement, infringed or violated the patent, copyright, license or other proprietary right of a third party to the extent caused by the conduct of Supplier or Supplier's employees, agents or sub-subcontractors while engaged in the performance of this Agreement or that Supplier otherwise breached the terms of this Agreement or acted negligently, improperly or illegally in the performance of its duties pursuant to the terms of this Agreement. In addition, in the event that any such Supplier performance is held to constitute an infringement of a third party’s intellectual property rights and its use is or may be enjoined, Supplier shall, at its option, (1) modify the infringing program at its own expense so that it is not infringing; or (2) procure for Contractor the right to use and license the use of the infringing program at no cost to either Contractor or the Customer; or (3) if neither of the foregoing are commercially feasible, terminate the rights of Contractor and Customer in the infringing materials and refund amounts paid to Supplier for such infringing materials.

Supplier further agrees to indemnify, defend, and save harmless Contractor, its officers, directors, agents, employees and assigns against any and all claim, demand, cause of action, loss, damage, expense or liability of any nature whatsoever (including reasonable attorney's fees, costs or expert expenses) brought by any person or entity for wages, compensation, premiums, tax payments, contributions or employee benefits as well as harassment or discrimination claims (unless caused

by Contractor) with respect to any of Supplier's employees, agents, sub-subcontractors or sub-subcontractor's employees assigned to provide Services under this Agreement. Supplier agrees to include this clause in all related subcontracts.

Supplier further agrees to indemnify, defend and hold harmless Contractor from any suit, claim, demand, loss, expense or damage, including reasonable attorney's fees, which may arise pursuant to a claim involving the Supplier or by an employee or agent of the Supplier or of the Supplier's subcontractor or its employee or agent which asserts or is brought under a theory of an employer-employee relationship between the employee or subcontractor and Contractor or Customer such as, but not limited to, a claim for worker's compensation benefits, co-employment claims, unemployment insurance, withholding taxes or payroll taxes.

In addition to the above provisions, Supplier agrees that any indemnification obligations in the Lead Contract shall apply with respect to the negotiation, performance, or termination of any SOW relating to this Agreement, and, where such obligations conflict with this Agreement, the Lead Contract obligations shall supersede the provisions of this section only to the extent such conflict exists.

21. RETURN OF MATERIALS

Upon request of the Contractor, and in all cases upon the expiration or termination of this Agreement, the Supplier shall promptly return to the Contractor or Customer, as directed, all items provided or created in connection with the performance of services under this Agreement, including but not limited to: equipment, tools, consumables, memoranda, notes, records, drawings, manuals, computer software, data, and other documents or materials, as well as all copies thereof, regardless of medium or format. This includes, without limitation, any materials:

- i. Provided by the Contractor or Customer;
- ii. Created by Supplier as part of the Deliverables;
- iii. Containing any Confidential Information, Trade Secrets, or Program Materials as defined in any part of this Agreement, including any addenda, SOW, or other later-endorsed appendices to this Agreement; or
- iv. Constituting Public Records belonging to a governmental authority, as such records are defined under any federal, state, or local law applicable to the work performed under this Agreement.

All such materials shall be returned in good condition, securely packaged to prevent damage, and, where applicable, in a non-proprietary format (e.g., ASCII, TXT, CSV) accompanied by a complete list of applicable passwords, security credentials, and access codes. Public Records in electronic form must be delivered on electronic media or by secure digital transmission as directed by the Contractor or Customer, with all copies on Supplier systems destroyed (other than copies that may be retained for a reasonable period in backup media, so long as it is securely archived and inaccessible to users).

Unless otherwise agreed in writing, all returns must occur within five (5) business days of request or termination, or within such shorter period as may be required by law. Contractor or Customer may specify the delivery location (F.O.B. destination).

Failure to return requested materials may result in Supplier being held liable for the replacement cost of unreturned items. If materials or equipment are not returned as required, the Contractor may issue an invoice to the Supplier for the cost of such items. The Supplier shall remit full payment within fourteen (14) calendar days of invoice receipt. If payment is not received within that time, the Contractor may deduct the invoiced amount from any amounts due to the Supplier under this Agreement or any associated Statement of Work or Engagement.

This section shall survive expiration or termination of this Agreement.

22. PUBLICITY

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

23. SCOPE OF AGREEMENT

This Agreement together with the Exhibits attached hereto and referenced herein as well as any Pricing Addenda and Statements of Work subsequently executed are intended by the parties hereto to be the final expression of their agreement, and these constitute the full and entire understanding between the parties with respect to the subject hereof, notwithstanding

any representations, statements or agreements to the contrary heretofore made. This Agreement may be amended only by a writing signed by the parties to this Agreement.

24. DOCUMENTATION & PERFORMANCE STANDARDS

The Supplier shall provide qualified personnel and accurate information in accordance with applicable professional standards and industry best practices. The Supplier shall validate and verify each employee's technical skills as represented in their resume and as required for the assigned role, using reasonable and customary testing or screening methods.

The Contractor may request documentation to substantiate a resource's qualifications. If the Supplier fails to provide such documentation in a timely manner, the Contractor may delay submission of the corresponding Statement of Work (SOW) or Engagement to the Customer until the documentation is received or the requirement is fulfilled by another supplier.

Failure by the Supplier to comply with this Section will result in the Contractor being unable to meet project requirements or comply with this Agreement and may result in a reduction in the use of the Supplier's services, removal from the vendor network, and/or suspension or termination of this Agreement.

25. TERMINATION

This Agreement shall terminate upon the expiration or earlier termination of the Lead Contract. Termination of the Lead Contract shall result in the automatic termination of this Agreement ("co-termination") effective as of the termination date specified by the Customer. Termination pursuant to this provision shall not be deemed a breach of this Agreement.

The Contractor may also terminate this Agreement or any associated Statement of Work ("SOW") for convenience upon written notice to the Supplier, including at the request or direction of the Customer.

25.1 Termination for Cause

In the event of a material breach by either party, including without limitation any failure by Supplier to maintain compliant documentation, licensing, and payments, the non-breaching party may terminate this Agreement or any SOW, in whole or in part, by providing thirty (30) days' advance written notice. The breaching party shall have the opportunity to cure within the notice period. If the breach is not cured to the satisfaction of the non-breaching party, termination will become effective at the end of the cure period.

Supplier shall be deemed in breach if it fails to perform any material obligation under this Agreement or any SOW and does not cure within the applicable notice period. In the event of a critical breach affecting security, compliance, or operational continuity, the Customer or Contractor may immediately terminate the SOW with reduced or no notice.

Any finding that Supplier has knowingly, intentionally or with reckless disregard for the truth submitted false or misleading information to Customer or Contractor, or allowed or encouraged others to submit such information on Supplier's behalf, will constitute a material breach of this Agreement with no right to cure. Termination of this Agreement will be effective immediately upon written notice to Supplier of such a finding. If it is later found that the information was not false or was not fraudulently submitted, the termination will be converted into a termination for convenience and Supplier may be eligible for reinstatement, in Contractor's sole discretion.

25.2 Termination for Non-Appropriation

If the Customer determines that sufficient funds are not appropriated or otherwise made available for continued performance, the Customer may terminate any SOW or Engagement, in whole or in part, without liability except for payment of Services performed and Deliverables accepted prior to the termination date.

25.3 Effect of Termination

Supplier agrees to follow termination procedures and notice periods specified in active SOWs and agrees not to terminate this Agreement without notice when an active SOW requires a notice or performance period before termination. Failure to comply with this provision will be a breach of this Agreement.

Upon termination of this Agreement, the Contractor and Customer shall have no further obligation to the Supplier, except to pay for (i) Services rendered and accepted, and (ii) Deliverables completed and accepted prior to the effective date of termination. The parties will cooperate in good faith to determine prorated payment, if appropriate, for in-progress Deliverables not yet accepted. The Supplier shall not be entitled to payment for anticipated or lost profits.

The Supplier shall cease all performance not specifically directed to be completed in a termination notice and shall immediately return or transfer to the Contractor or Customer all work-in-progress, equipment, records, and other materials in accordance with the Return of Materials clause and applicable provisions of the Lead Contract.

In case of early termination of this Agreement or any SOW or Engagement for any reason, Contractor shall have the right, without penalty, to engage the affected individual directly or through another approved supplier. The Supplier shall waive and release any non-compete, non-solicitation, or similar restrictive covenant it may have with such employee, subcontractor, or agent for the purpose of allowing continued performance under the applicable Engagement.

26. NON-SOLICITATION OF CONTRACTOR'S CUSTOMERS

The Supplier agrees that neither it nor any employees or representatives of the business unit providing resources under this Agreement shall solicit the Customer or any Customer agency for services that have been referred to the Contractor by the Customer and are intended to be released as a requirement under this Agreement. Any such solicitation may result in removal from the Contractor's vendor network and/or termination of this Agreement during its term or any renewal period.

Supplier further agrees that the applicable business unit shall not use any confidential or proprietary information obtained through performance of this Agreement regarding the Contractor's customers, suppliers, or internal operations. These prohibitions shall survive termination and remain in effect for a period of one (1) year following the expiration or termination of this Agreement.

Nothing in this Agreement shall restrict the Supplier from:

- i. performing under any current contracts, or exercising any existing options or extensions, with the Customer or its agencies;
- ii. providing services to the Customer that are new or different from those performed under this Agreement; or
- iii. working for Customer agencies to which the Supplier was not introduced by the Contractor, provided such activities comply with the Conflict of Interest provision of this Agreement.

27. NON-SOLICITATION OF EMPLOYEES

Supplier agrees that without the written consent of the Contractor, it shall not, prior to the ending of the twelve (12) month period next succeeding (a) the date of completion of any related Statements of Work or Engagements associated with this Agreement or (b) the date of termination, resignation or other separation from employment of any employee of Contractor, directly or indirectly solicit, divert or hire any employee of the Contractor or Customer with whom there has been contact in connection with the performance of services under a Statement of Work or Engagement. The Supplier agrees that this is a material term that has been negotiated to protect Contractor and its valuable intellectual property and training and support provided to Contractor's employees.

28. PROHIBITION ON COLLATERALIZING OR ENCUMBERING RECEIVABLES

Supplier agrees and covenants that it shall not, under any circumstances, collateralize, encumber, factor, pledge, or otherwise use as security any receivables or payments due from Contractor under this Agreement. Supplier further acknowledges that all rights to receive payments from Contractor are free and clear of any liens, claims, or encumbrances of any kind, and it shall take no action that would create or imply any such lien, claim, or encumbrance of any kind and it shall take no action that would create or imply any such lien, claim, or encumbrance. Any attempt to collateralize or encumber such receivables shall be deemed null and void and constitute a material breach of this Agreement.

29. GOVERNING LAW, ATTORNEY'S FEES AND WAIVER OF JURY TRIAL

The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to the validity, construction, and enforcement of this Agreement. This section may be superseded by various Pricing Addenda, as well as the Lead Contract and this Agreement should be interpreted in a manner that renders it valid under law and public policy of the applicable jurisdiction.

Any party bringing a legal action or proceeding against Contractor arising out of or relating to this Agreement shall bring that legal action or proceeding in a state or federal court located in Lehigh County, Pennsylvania or in an Accepted Jurisdiction. An "Accepted Jurisdiction," for the purpose of this Agreement, is a state or federal court in a jurisdiction named in the Lead Contract or Participating Agreement governing the project most directly relevant to the dispute. If multiple agreements and multiple Accepted Jurisdictions are relevant to a dispute, any legal action shall be brought in Lehigh County, Pennsylvania, with that court to apply the relevant jurisdictions' laws. Each party to this Agreement consents to the exclusive jurisdiction of the aforesaid courts over disputes between the two parties.

Each party waives, to the fullest extent permitted by law, any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court in Lehigh

County, Pennsylvania, or in any other such venue named in an applicable Lead Contract or Participating Addendum (if any), and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. Each party agrees that the choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

The Supplier shall be responsible for all liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees and fees of other professionals, arising directly or indirectly in connection with any claims, acts, or breaches related to this Agreement. In fulfilling its indemnification obligations, the Supplier shall use legal counsel reasonably acceptable to the indemnified party.

In the event of any legal action, arbitration, or other proceeding brought to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, court costs, and related expenses incurred in such proceeding, including all appellate proceedings. For purposes of this Section, "attorneys' fees" shall include, without limitation, paralegal fees, expert witness fees, disbursements, and all other charges billed by legal counsel to the prevailing party.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action, dispute or other legal proceeding arising out of or relating to the parties' negotiations or this Agreement and the transactions it contemplates, including without limitation counterclaims. This waiver applies to any action, dispute, or legal proceeding, whether sounding in contract, tort (including negligence) or otherwise.

30. ASSIGNMENT

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

31. DATA PRIVACY AND SECURITY

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

32. AUTHORITY

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

33. NOTICES

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

If to **CONTRACTOR**:

Governance Computer Aid Inc.
1390 Ridgeview Dr., Suite 300
Allentown, PA 18104 Email: governance@cai.io

If to **SUPPLIER**:

With a copy to:

Gregg M. Feinberg, Esq. Feinberg Law Office

1390 Ridgeview Drive, Suite 301

Allentown, PA 18104

Email: gregg@feinberglaw.com

34. PAYMENT OF EMPLOYEES, SUPPLIERS OR SUB CONSULTANTS

The Supplier shall pay all its employees, subcontractors, and agents for work satisfactorily performed no later than ten (10) business days after receiving payment from the Contractor, or in accordance with the terms of any written agreement between the Supplier and such parties, whichever is earlier.

Failure to make such payment shall constitute a material breach of this Agreement. In such case, the Contractor shall have the right, without penalty, to engage the affected individual directly or through another approved supplier. The Supplier shall waive and release any non-compete, non-solicitation, or similar restrictive covenant it may have with such employee, subcontractor, or agent for the purpose of allowing continued performance under the applicable Statement of Work.

In addition, if Supplier fails to make timely payment, the Customer or another supplier may engage the individual directly as a full-time employee or contractor without further obligation to Supplier, and the Supplier shall similarly release any restrictive covenants that would otherwise prevent such engagement.

35. FORCE MAJEURE

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including, but not limited to, epidemic, pandemic, government order, failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Supplier's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that:

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

The Parties shall also be excused from performance of an SOW during the activation of the Force Majeure clause applicable to that SOW.

36. LIMITATION ON DAMAGES

Supplier, its subsidiaries, subcontractors, and their respective personnel shall be liable for any claims, liabilities, or expenses relating to any single engagement ("Claims") in the same amount as the Contractor as set forth in the Lead Contract which is located at <https://www.cai.io/services/contingent-workforce-solutions/utah>. The liability amounts for the Contractor set forth in the Lead Contract shall flow down to the Supplier.

37. MISCELLANEOUS

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

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



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

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

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

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

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

CONTRACTOR

Computer Aid, Inc.

Representative's Signature:

Representative's Name:

Title:

SUPPLIER

Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:

EXHIBIT A: Payment Term Selection Form

For Hourly Engagements, Supplier does not need to send an invoice to Contractor for time worked. Contractor will generate a Supplier invoice within our system for each period of approved time. Invoices will be generated weekly, grouped and paid in accordance with the requirements of the Participating Agreement and each jurisdiction's requirements. Delay in the submission and/or approval of Resource's time may result in a delay in corresponding payment. If payment date is on a weekend or bank holiday, payment will be made the following business day.

Additional non-labor expenses on Time & Materials or Hourly Engagements may only be incurred by Supplier and charged to Contractor if prior written approval from Contractor has been obtained. In the event any federal, state or local use, sales or other taxes or fees are assessed on, or in connection with, any of the non-labor items to be rendered herein, the amount of such tax or fee will be billed to Contractor (excluding taxes based on Contractor's net income). Contractor shall not be liable for any taxes or fees incurred as a result of Supplier moving the location of the Services without Contractor's prior written approval. Approved travel expenses will be itemized as a separate line item on all invoices. Travel expenses will be invoiced at cost per Contractor or-Customer travel policy with no markup. Supplier shall maintain 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.

Supplier agrees to compensate each Resource in accordance with their terms agreed upon with the Resource. Failure to compensate Resource in accordance with those terms is a breach of this Agreement. In the event Supplier fails to compensate Resource, Supplier will release said Resource(s) from any restrictive covenant or non-compete provision they may have with Supplier and Contractor shall have the right to offer Resource(s) employment or contract with Resource's employer without further Supplier consideration.

For all Fixed Price SOW-based work, Supplier agrees to abide by the invoicing directions in the Agreement and SOW, and to submit timely invoices only for work completed and accepted by Customer according to the Acceptance Criteria noted in the SOW.

Supplier agrees to the following payment terms (select one) as described in section Payment Terms – Time and Materials Services above. This selection may not be amended for a minimum of one (1) year following the signature date below. After that 1-year period, Supplier may notify Contractor of its desire to amend the original selection and make such change effective by signing a new Payment Term Selection Form.

_____ **1%/ 15 Day Option (Default if no option selected)** Payments are made 15 days after invoice date subject to a discount of one percent (1%) of the invoice amount to be retained by Contractor. Contractor retains the option, at its sole discretion, for each Payment Cycle, to accept the 1% discount and make the payment net 15 days after the invoice date or to pay the full invoice amount in accordance with the requirements of the Participating Agreement.

_____ **2%/ 7 Day Option** Payments are made 7 days after invoice date subject to a discount of two percent (2%) of the invoice amount to be retained by Contractor. Contractor retains the option, at its sole discretion, for each Payment Cycle, to accept the 2% discount and make the payment net 7 days after the invoice date or to pay the full invoice amount in accordance with the requirements of the Participating Agreement.

_____ **3%/2 Day Option** Payments are made 2 days after invoice date subject to a discount of three percent (3%) of the invoice amount to be retained by Contractor. Contractor retains the option, at its sole discretion, for each Payment Cycle, to accept the 3% discount and make the payment net 2 days after the invoice date or to pay the full invoice amount in accordance with the requirements of the Participating Agreement.

_____ **Paid When Paid (PWP)** Payments are made following payments received from Customer with adequate remittance detail. Once received, payments are made to suppliers in accordance with the requirements of the Participating Agreement.

EXHIBIT B: Data Privacy and Security Addendum

Privacy and Security Requirements

For purposes of this Agreement;

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.

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.