

COMMONWEALTH OF VIRGINIA
SUPPLIER AGREEMENT ADDENDUM for
STATEMENT OF WORK CONTRACTS

THIS ADDENDUM (“Pricing Addendum” or “Addendum”) is made 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.”

WHEREAS, the Parties have entered into a Supplier Agreement effective _____ under which terms and conditions Supplier will provide certain services on an as-needed basis relating to Contractor’s contractual obligations to certain state and local units of government; and

WHEREAS the Supplier has represented and agreed it has the ability and capacity to deliver fixed-price professional services within the Commonwealth of Virginia; and

WHEREAS, the Contractor has entered into a contract with the Virginia IT Agency on behalf of the Commonwealth of Virginia (the “Customer”) to provide fixed-price deliverable-based and rate-based staff augmentation services through Contract No. VA-210625-CAI (hereinafter “Lead Contract”) (contracts can be viewed at <https://www.cai.io/services/contingent-workforce-solutions/virginia>); 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 to append this Addendum to the Supplier Agreement, and hereby incorporate the Lead Contract into this Addendum as though fully set out herein. The parties further agree as follows:

1. ORDER OF PRECEDENCE

In the event of a conflict among the terms (excepting any provisions relating to the term or governing law of this Pricing Addendum, or among the documents governing the performance of services under the Supplier Agreement, the following order of precedence shall apply to all matters and disputes relating to this Addendum, in descending order of priority:

- i. **The Lead Contract** (VITA/Commonwealth of Virginia Contract No.VA-210625-CAI as amended and restated effective June 26, 2026), including all exhibits and amendments thereto
- ii. **The Supplier Agreement**, including all exhibits, attachments, addenda, and incorporated statements of work;
- iii. **Any mutually executed Statement of Work (SOW)**, or Purchase Order 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 the Agreement or its attachments.**

In the event of a conflict within a single document, specific terms and conditions shall take precedence over general terms and conditions.

2. FIXED-PRICE SERVICES

On the terms and conditions set forth herein, Contractor hereby engages Supplier to perform services on a milestone and fixed-price deliverable basis for the Project in which the Contractor is engaged with the Customer, during the term hereof, 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. Upon selection by Contractor, in its sole discretion, for any one or more Statements of Work (SOW), Contractor shall provide Supplier with the required information for each requisition in accordance with the procedures set forth in Exhibit A – Fixed-Price Services Requisitioning Process, summarized below.

Milestone and Fixed-Price Deliverable Based Statement of Work **Project Services** – Requisitions will include the following information:

- i. description of the scope of services to be provided;
- ii. description of the team performing the work;

- iii. description of the Solution which meets the requirements set forth by the Customer;
- iv. description of each deliverable and acceptance criteria for each deliverable; delivery schedule and the fixed price deliverable payment amounts.

3. SOW DELIVERABLE TESTING

Supplier shall ensure any individual Deliverable functions properly with any other Deliverables. In the event that a previously Accepted Deliverable requires further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with the modification.

Each Deliverable created under an SOW shall be delivered to Customer with a Deliverable Acceptance Receipt. This receipt shall describe the Deliverable and provide the Customer with space to indicate if the Deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted Deliverables shall contain a list of deficiencies that need to be corrected in order for the Deliverable to be accepted by the Customer. Customer shall have ten (10) business days from receipt of the Deliverable to provide Supplier with the signed Acceptance Receipt, or within such other period as set forth in the applicable SOW.

If written determination is not provided by the Customer within thirty calendar days of request, the Deliverable or Service shall be deemed accepted, unless mutually agreed by the parties. Supplier shall provide the Customer all assistance and advice as the Customer may reasonably require, at no additional cost, during Deliverable testing.

4. SOW DELIVERABLE CURE PERIOD

Supplier shall correct all non-conformities identified during Deliverable testing and re-submit the non-conforming Deliverable or Service for re-testing within seven (7) calendar days of Supplier's receipt of written notice of non-conformance. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Customer may, in its sole discretion:

- i. reject the Deliverable or Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid to Contractor for all such Services;
- ii. issue a "partial Acceptance" of the Deliverable or Service with an equitable adjustment in the price to account for such deficiency; or
- iii. conditionally Accept the applicable Deliverable or Service while reserving its right to revoke Acceptance if Supplier fails to make a timely correction.

Failure of a Deliverable or Service to meet, in all material respects, the Requirements after the second period of testing will constitute a breach by Supplier.

5. SOW WARRANTY PERIOD

Supplier warrants all SOW Deliverables and Services for a period of ninety (90) days from the date of Acceptance, or such longer period as provided in the SOW.

6. INSURANCE REQUIREMENTS

Supplier shall purchase and maintain the insurance coverages set out in Exhibit B of this Addendum.

7. COMPENSATION: FIXED PRICE STATEMENT OF WORK (SOW) SERVICES:

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

Fixed Price Statement of Work (SOW) Services: Payment terms are Pay When Paid (PWP); payments to Supplier are made following payments received from Customer with adequate remittance detail to apply payment at the invoice level. Once a payment is received from the Customer, Contractor will pay Supplier in accordance with the requirements of the Lead Contract. The Contractor will use commercially reasonable methods to enforce payment from the Customer.

All services provided by the Supplier under this Agreement must be performed in a manner to reasonably satisfy the

requirements set forth in the SOW, as determined at the discretion of the Customer representative and in accordance with acceptance criteria set out in the SOW. Supplier shall comply with all federal, state, local laws, ordinances, rules, and regulations applicable to Supplier in its performance of the services hereunder. Customer shall not be required to pay for work found to not satisfy the requirements set forth in the SOW.

Upon written notification by Contractor or Customer, Supplier agrees to negotiate in good faith to adjust costs or Deliverables in response to Customer mandates. If Customer mandates a change and Supplier fails to agree to the required change, it may result in termination of the SOW.

8. INDEMNIFICATION

Indemnification terms in the Lead Contract shall control any disputes arising from or relating to this Addendum.

9. OWNERSHIP OF WORK PRODUCT

See the Lead Contract for controlling provisions regarding ownership of Work Product and protection of proprietary materials.

10. TERMINATION

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

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.

10.1 Termination for Cause

In the event of a material breach by either party, the non-breaching party may terminate this Addendum or any SOW, in whole or in part, by providing fifteen (15) 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 Addendum, the Supplier 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, including any evidence of intentional misrepresentation or fraud, the Customer or Contractor may immediately terminate the SOW and suspend or terminate this Addendum with reduced or no notice or opportunity to cure.

10.2 Supplier-Initiated Termination

The Supplier may terminate an SOW upon written notice to the Contractor if performance would, in Supplier’s reasonable judgment, violate applicable law or professional independence obligations. Such notice must specify the legal or regulatory conflict, and Supplier shall reasonably cooperate to mitigate disruption.

10.3 Effect of Termination

Termination of this Addendum shall have the effect of terminating all SOWs issued within the scope of this Addendum unless expressly excepted in writing by the parties. Upon termination of this Addendum, the Contractor and Customer shall have no further obligation to the Supplier with respect to services under the scope of this Addendum, 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.

Supplier may request, for individual SOWs, that Supplier be allowed to retain copies of select materials for their own records and work papers. Supplier must submit this request and gain Customer’s express approval separately for each SOW for which it is made, and records approved for retention under one SOW may not be presumed as approved for retention under another SOW.



11 ASSIGNMENT

Neither this Addendum nor any SOW may be assigned by Supplier without the written consent of Contractor and Customer.

12 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.

13 TELEWORK POLICY

Any allowance for Teleworking must follow the Customer policy. Failure to follow the Customer policy may result in disciplinary action or termination of the engagement.

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

CONTRACTOR

Computer Aid, Inc.

Representative's Signature:

Representative's Name:

Title:

Date

SUPPLIER

Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:

Date

EXHIBIT A: Fixed-Price Services Requisitioning Process

The following narrative describes the fixed-price services requisition process for the contract, overseen by Computer Aid, Inc. (CAI).

Step 1: The Agency Authorized User will create a Statement of Requirements (SOR) document which details the fixed price deliverable project requirements. The Agency 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 Supplier network via the VMS.

Step 2: Supplier reviews the Service requisition and attached SOR. If the Supplier can provide services to complete the project as defined in the SOR, they will submit their information and SOW through the VMS. Please note: This must happen within the required time frame identified in the VMS.

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

Step 4: The CAI Contract Manager reviews the SOWs for completeness. The CAI Contract Manager then forwards all complete SOWs to the Agency Authorized User for review.

Step 5: The Agency Authorized User reviews the forwarded SOWs and negotiates pricing and deliverables with CAI and the Supplier.

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 notifies the Supplier Network that an SOW has been selected, and notifies the appropriate Supplier that their SOW was selected.

Step 8: The CAI Contract Manager works with the Supplier to finalize the SOW and presents the final SOW to the Agency Authorized User for signature and Purchase Order processing.

Step 9: The SOW is executed between the Agency and CAI.

Step 10: Upon CAI's receipt of the Purchase Order, the SOW is executed between CAI and the Supplier.

Step 11: The Supplier begins the project.

Step 12: The Supplier submits fixed price deliverables and corresponding invoice in the VMS as completed.

EXHIBIT B: Insurance Requirements

Supplier shall purchase and maintain the following minimum insurance coverages for all work under the attached Pricing Addendum:

Type of Insurance	Limit	Endorsement*
Commercial General Liability	\$1,000,000 per occurrence	
Worker’s Compensation	Per statute	
Errors and Omissions / Professional Liability	\$2,000,000 per occurrence	
Cyber Liability	\$1,000,000 per occurrence for SWAMs \$5,000,000 per occurrence for all others	

*See paragraphs below for full requirements.

- i. Commercial General Liability Insurance written on an occurrence form including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury, and contractual liability pursuant to policy terms and conditions with limits of not less than \$1,000,000 per occurrence. The policy shall include Customer, CAI, subsidiaries, directors, officers and employees as additional insured with respect to liability arising from Supplier’s provision of services pursuant to this agreement on a primary/non-contributory basis including ongoing and completed operations.
- ii. Workers’ compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers’ compensation insurance shall cover full liability under the workers’ compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- iii. Professional Liability/Errors and Omissions coverage as applicable with limits of not less than \$2,000,000 per occurrence. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with this Agreement shall be maintained for a period of at least five (5) years after the expiration or termination of this Agreement subject to continued commercial availability of reasonable terms and conditions.
- iv. Privacy and Security (Cyber) Liability insurance coverage in the amount of: (a) \$1,000,000 per occurrence for businesses certified as Small, Micro, Women-owned, and Minority-owned by the Virginia Department of Small Business and Supplier Diversity or successor agency or (b) \$5,000,000 per occurrence for businesses not certified as Small, Micro, Women-owned, and Minority-owned by the Virginia Department of Small Business and Supplier Diversity or successor agency. The policy shall expressly provide, but not be limited to, coverage for the following perils: unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information (personal and commercial information) from disclosure, and incident notification costs, whether or not by statute.