



**COMMONWEALTH OF VIRGINIA
IT CONTINGENT LABOR CONTRACT
SUBCONTRACTOR AGREEMENT**

THIS AGREEMENT is made on _____(date) , by and between COMPUTER AID, INC., with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 ("Supplier") and _____, with offices at _____ ("Subcontractor"). Each of Subcontractor and Supplier may be referred to herein individually as a "Party" and both Subcontractor and Supplier may be referred to herein jointly as the "Parties."

WITNESSETH

WHEREAS the Supplier has entered into a contract with the Virginia Information Technologies Agency, on behalf of the Commonwealth of Virginia (the "Customer") to provide certain information technology Staff Augmentation and Statement of Work services under Contract Number VA-210625-CAI ("Master Agreement"); and

WHEREAS the Supplier wishes to engage the Subcontractor to perform certain information technology Staff Augmentation and Statement of Work services on an as-needed basis relating to the Supplier's aforementioned contract with the Customer (such software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto, being hereinafter referred to collectively as the "Program Materials"); and

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

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

1. Information Technology Services

On the terms and conditions set forth herein, Supplier hereby engages Subcontractor to perform information technology Staff Augmentation or Statement of Work services for the Project in which the Supplier 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 Customer, in its sole discretion, of any of Subcontractor's services, Supplier shall provide required information for each engagement in accordance with the procedures set forth in Exhibit B – Contract Requisitioning Process.

Staff Augmentation - Information will include at a minimum the following:

- (i) the name(s) of the Subcontractor Resource(s) needed by Supplier (each, an "Assigned Resource");
- (ii) the name and location of the Customer for which the Assigned Resource shall work;
- (iii) the description of skills required and preferable;
- (iv) the tasks to be performed by each Assigned Resource;
- (v) the start and end date for which Supplier will utilize each Assigned Resource; and
- (vi) the hourly fee paid to Subcontractor by Supplier, which fee shall be in accordance with the Rate Schedule in Exhibit D, or as otherwise agreed to.

Statement of Work – Information will include the following:

- (i) description of the scope of the 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 Authorized User;
- (iv) description of deliverables and deliverable acceptance criteria; and
- (v) delivery schedule and the fixed price deliverable payments.

1.1. If a Subcontractor Resource begins staff augmentation work at Customer, and the Customer determines within the first two (2) weeks (ten (10) business days) that the Subcontractor Resource does not have the skills or capabilities necessary to complete the job as requested in the original requirement, or the Subcontractor Resource resigns from the requirement within the first two (2) weeks (ten (10) business days), the Customer may request that the resource be replaced immediately, and Supplier shall not pay for the work conducted by the unacceptable Subcontractor Resource.

2. Term of Agreement

The Term of this Agreement shall be one (1) year. This Agreement will renew automatically for a period of one (1) year at the end of each Term. Following the first year Term, either party, upon thirty (30) days written notice to the other party, may terminate this Agreement, however, any termination by Subcontractor shall require Subcontractor to complete any Statement(s) of Work which are in process.

- (i) Notwithstanding any termination of this Agreement, the terms of paragraphs 5, 6, 7, 8, 11, 12 and 13 hereof shall continue in full force and effect.

3. Compliance

The Parties acknowledge that the business relationship is between two independent contractors and is not an employer-employee or joint venture relationship. The Subcontractor warrants and represents that it is a legal entity engaged in the business of providing information technology services and that it will continue to act as an independent entity notwithstanding any degree of direction or control exerted over its activities by the Supplier. Accordingly, the Subcontractor shall pay and report, as applicable, local, state and federal income tax withholdings, social security taxes, worker’s compensation, 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 or with respect to payments by Subcontractor to its associates.

Further, the Subcontractor agrees to indemnify, defend and hold harmless the Supplier from any suit, claim, demand, loss, expense or damage, including reasonable attorney’s fees, which may arise pursuant to a claim involving the Subcontractor or by an employee or agent of the Subcontractor or of the Subcontractor’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 the Supplier 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. Subcontractor shall pay its employees or agents in a timely manner and any failure to do so shall be a breach of this Agreement.

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 work related to 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 or Supplier personnel and third parties and from claims for damage to property of Customer or Supplier or third parties which may arise out of or result from Subcontractor’s performance of work under the Agreement whether such work be performed by Subcontractor or by Subcontractor’s subcontractor or anyone directly or indirectly employed by any of them.

Minimum Insurance Requirements

TYPE OF INSURANCE	LIMIT	AMOUNT
Commercial General Liability	Per Occurrence	\$1 Million
Employer’s Liability	Aggregate	\$100,000
Professional Liability/Errors and Omissions	Per Occurrence	\$2 Million
Privacy & Security (Cyber) Liability	Per Occurrence	\$1 Million
Worker’s Compensation	Commonwealth of Virginia Requirements	In Compliance

A thirty (30) day advance notice of cancellation shall be provided to Supplier. Insurers must be authorized to do business within the Commonwealth of Virginia and have an A.M. Best Company rating of A- / VII or higher. Policies should name the Commonwealth of Virginia as additional insured.

Please note: Supplier should be listed as the Certificate Holder with the following address:



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

These insurance requirements shall not in any way limit Subcontractor's indemnity obligations to Supplier as set forth elsewhere in this Agreement, nor shall they relieve or decrease the liability of Subcontractor in any way. Supplier does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Subcontractor's interests or liabilities. The Subcontractor is responsible at Subcontractors sole expense for providing any additional insurance Subcontractor deems necessary to protect Subcontractor's interests.

3.1 Non-Discrimination and Equal Employment Opportunity Policy

It is the policy of Supplier not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or because he or she is a protected veteran. It is also the policy of Supplier to take affirmative action to employ and to advance in employment, all persons regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or protected veteran status, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees and applicants of Supplier will not be subject to harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or because he or she is a protected veteran. Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law is prohibited.

Subcontractor agrees to adhere to non-discrimination policy equivalent to or exceeding that listed above.

3.2 Required Training

Subcontractor agrees to complete Customer required training, assessments, signoffs, etc. prior to beginning assignment and annual as required. This requirement is to be completed at no cost to Supplier or client.

3.3 Background Checks

The Customer and Supplier reserve the right, in its absolute discretion, to require each Subcontractor resource assigned under this Contract to successfully complete a criminal background check, education verification, credit history, non-disclosure agreement, in addition to any additional background checks or onboarding requirements deemed necessary by the Customer and identified within the Vendor Management System (VMS). The Subcontractor will provide Supplier with the background check results and onboarding requirements 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.

3.4 Additional Compliance Requirements

The Customer and Supplier reserve the right to require additional compliance and onboarding items as necessary. Subcontractor shall ensure that its resources have complied with all required compliance and onboarding items.

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.

3.5 Contract Documentation

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

4. Compensation

4.1 Time and Materials Services

Supplier agrees to pay Subcontractor the rates set forth in Exhibit D or as otherwise agreed to, or as Exhibit D may be modified by a rate change, for all Customer-Approved billable hours for staff augmentation services rendered by Subcontractor during the term of this Agreement or as revised by paragraph 4.5 below. Fees for any renewal of this Agreement shall be as mutually agreed by parties. Subcontractor



Resource must enter time into the timekeeping system of record, which is the VMS, on a weekly basis or as directed by the Supplier or Customer. In the event of a conflict between the invoice and the approved time within the VMS, the approved time within the VMS shall prevail.

4.2 Fixed Price Statement of Work (SOW) Services

Supplier agrees to pay Subcontractor the fixed price deliverable rates set forth in the selected SOW less the MSP fee for all deliverables approved by the Authorized User within the VMS. The MSP fee shall be based off the total annual contract spend, as follows:

\$1 million - \$20 million: 6.25%

\$21 million - \$50 million: 6.00%

Greater than \$50 million: 5.75%

The applicable MSP fee shall be noted on the Statement of Requirements and resulting Statement of Work. Subcontractor must submit invoices for milestones within the VMS for Customer approval once completed. The deliverable will not be considered valid until the invoice has been approved by the Customer within the VMS.

4.3 Payment Terms – Time and Materials Services

Supplier shall pay all Customer approved time in accordance with EXHIBIT A: Time & Materials Payment Terms.

4.4 Payment Terms – Fixed Price Statement of Work (SOW) Services

Payment terms are seven days from the receipt of payment from Customer, and receipt of valid invoice for Customer approved fixed price deliverables, whichever comes later. Supplier shall use its best efforts to invoice the Customer within seven (7) days from the receipt of a valid invoice from the Subcontractor. The Supplier will use commercially reasonable efforts to enforce payment from the Customer.

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

4.4 This Agreement does not entitle Subcontractor to any reimbursement of expenses unless approved in advance by the Customer. Travel-related expenses will be reimbursable at the then-current per diem amounts and other travel regulations as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>).

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

5. Indemnification and Limitation of Liability

The following language is a direct flow-down from the Master Agreement between Customer and Supplier, and Subcontractor understands and agrees that Subcontractor shall be bound by it. Any reference to "Commonwealth Indemnified Parties (or Party)" shall include Customer and Supplier, and Subcontractor specifically agrees to indemnify, defend and hold harmless Supplier as well as Customer pursuant to the following provision:

5.1 Indemnification

A. Indemnification Generally

Subcontractor shall defend, indemnify, and hold harmless all Commonwealth Indemnified Parties from and against any third-party Claims to the extent the Claims in any way relate to, arise out of, or result from:

- (i) any negligent act, negligent omission, or intentional or willful conduct of Subcontractor, any Subcontractor, or any Subcontractor personnel or Subcontractor personnel;
- (ii) a breach of any representation, warranty, covenant, or obligation of Subcontractor contained in this Contract;
- (iii) any defect in the Subcontractor-provided services;
- (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Subcontractor-provided services;
- (v) any Claims by any Subcontractor resulting from Subcontractor's failure to pay such Subcontractor.

B. Defense of Claims

Subcontractor will be solely responsible for all costs and expenses associated with the defense of all third-party Claims against Commonwealth Indemnified Parties. Selection and approval of counsel, and approval of any settlement, shall be accomplished in accordance with all applicable laws, rules, and regulations. For state agencies, the applicable laws include §§ 2.2-510 and 2.2-514 of the Code.



C. Duty to Replace or Reimburse

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Subcontractor-provided services, or Subcontractor's performance, Subcontractor shall, at its expense and option, either (a) procure the right to continue use of such infringing services, or any components thereof; or (b) replace or modify the infringing services, or any components thereof, with non-infringing services satisfactory to VITA.

In the event that an Authorized User cannot use the affected Deliverables or Services, including any Components, then Subcontractor shall reimburse such Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative service.

D. Subcontractor Dispute of Obligation to Indemnify

If a Claim is commenced against any Commonwealth Indemnified Parties by a third party alleging an infringement of the third party's intellectual property rights and Subcontractor is of the opinion that the allegations in the third-party Claim, in whole or in part, are not covered by the indemnification provision in this Contract, then In the event that Subcontractor disputes any of its obligations to defend or indemnify any Commonwealth Indemnified Party, then Subcontractor shall immediately notify VITA and the affected Authorized User(s) in writing and shall, nonetheless, take all reasonable steps to protect the rights, remedies, and interests of the Commonwealth Indemnified Parties in the defense of the Claim, including to secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Subcontractor as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

5.2 Liability

A. Subcontractor Liability

Subcontractor agrees that it is fully responsible for all acts and omissions of its employees, agents, and Subcontractors, including their gross negligence or willful misconduct.

In instances where liability arises solely from a breach in the performance of specific Order or SOW, Subcontractor's indemnification obligations and liability will not exceed twice the value of the applicable Order or SOW giving rise to such liability.

Notwithstanding the limitations above, in instances where liability arises from a breach of the Contract as a result of any combination of:

- (i) any intentional or willful misconduct, fraud, or recklessness of Subcontractor or any Subcontractor personnel, including Subcontractors; or
- (ii) Claims for bodily injury, including death, and damage to real property or tangible property resulting from the negligence of a Subcontractor or any Subcontractor personnel, including Subcontractors;
- (iii) Subcontractor's indemnification obligations and liability shall not exceed, in aggregate, twice the annual value of the Contract.
- (iv) These limitations will apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

B. Limitation of Liability

Except for liability arising out of a Party's negligence or willful misconduct, neither Party will be liable to the other Party for any indirect, incidental, consequential, or punitive damages, including (without limitation) loss of profit, income, or savings, even if advised of the possibility of these damages.

6. 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 Supplier or the Customer to the Subcontractor shall be and remain the property of either the Supplier (specific to Program Materials provided by the Supplier) or the Customer. Subcontractor specifically agrees that all Program Materials developed or created under this Agreement shall be considered "works made for hire" by Subcontractor for the Customer within the meaning of the United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded and that such material shall, upon creation, be owned exclusively by the Customer.

- (i) To the extent that any such Program Materials, under applicable law, may not be considered works made for hire by Subcontractor for the Customer, Subcontractor agrees to assign and, upon its creation, irrevocably and unconditionally automatically assigns and transfers to Customer the ownership of such material, including any copyright or other intellectual property rights in such Program Materials, without the necessity of any further consideration. Subcontractor



additionally hereby irrevocably and unconditionally waives and assigns to Customer any and all so-called moral rights as Subcontractor may have in or with respect to any Program Materials. Subcontractor shall perform any acts that may be deemed necessary or desirable by Supplier 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.

- (ii) To the extent that any preexisting rights of Subcontractor are embodied in the Program Materials, Subcontractor hereby grants to Customer the irrevocable, perpetual, non-exclusive, 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.
- (iii) 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.

7. Protection of Proprietary Materials

From the date of execution hereof and for as long as any information or data remain Proprietary Information or Trade Secrets (as defined in paragraph 7(i)) (collectively referred to as "Confidential Information"), Subcontractor shall not use, disclose, or permit any unauthorized person to obtain any Proprietary Information or Trade Secrets of Supplier or Customer, including any Program Materials developed or generated hereunder (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized by Supplier or Customer or to the extent the disclosure of such material is required by law or legal process. Subcontractor shall comply with the terms of the Data Privacy and Security Addendum attached hereto and made a part hereof and marked as Exhibit C: Data Privacy and Security Addendum.

- (i) 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 Supplier's processes and product offerings that are valuable and not generally known to competitors of Supplier or Customer. "Proprietary Information" shall include, but not be limited to, customer lists, pricing (including Subcontractor's pricing to Supplier), sales and marketing plans and strategic planning.
- (ii) This Agreement is intended to address Supplier's legal obligation to protect Customer's proprietary rights pertaining to the Program Materials, Proprietary Information and Trade Secrets. Subcontractor acknowledges and agrees that its breach or threatened breach of any provision of this paragraph will result in irreparable and continuing damage to Supplier or Customer for which there may be no adequate remedy at law. Accordingly, the Supplier shall be entitled to seek an injunction or specific performance to prevent breaches or threatened breaches of any of the provisions of this Agreement by an action instituted in a court of competent jurisdiction. These remedies are in addition to any other rights to which the Supplier may be entitled at law or in equity.
- (iii) The following shall not be considered Confidential Information: (i) information which was in the public domain at the time of disclosure or at the time of disclosure is, or without fault of the Subcontractor becomes, available to the public by publication or otherwise; (ii) information which either party can show was in its possession at the time of disclosure or was independently developed by it without any reference to the other party's information and was not acquired, directly or indirectly, from the other; (iii) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; (iv) information which is required to be disclosed pursuant to court order or by law or regulation; provided, however, that in the event disclosure is required by law, regulation or court order, the Subcontractor will (a) notify the disclosing party of the obligation to make such disclosure promptly and sufficiently in advance of the time required to disclose to allow the disclosing party the opportunity to seek a protective order, (b) shall cooperate with the disclosing party in seeking the protective order, and (c) shall make disclosure only to the narrowest extent required to comply with the law, regulation or court order.
- (iv) Protective Order. If the Subcontractor is compelled to disclose (a) any Confidential Information (b) the fact that Confidential Information of the Supplier has been made available by the Supplier, or (c) any of the terms of the parties relationship, subject to then applicable law, the Subcontractor shall provide the Supplier with prompt written notice of such request so that the Supplier may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or compliance with the provisions of this Agreement is waived, the Subcontractor shall furnish only that portion of Confidential Information that in its reasonable judgment is legally required, and that it will use its best efforts, at the expense of the Supplier seeking the protective order or other remedy, to obtain reliable assurance that confidential treatment will be accorded to that portion of Confidential Information that is being disclosed.

8. Return of Materials

Upon the request of Supplier, but in any event upon termination of this Agreement, Subcontractor shall surrender to the Supplier 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 Subcontractor or Customer to Supplier, 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 Supplier, 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 Supplier 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, Supplier shall either i.) deduct the exact replacement costs from the final invoice or ii.) send an invoice to the Subcontractor. The deduction or invoice will include the cost of the materials, equipment or both not returned or returned in a deteriorated condition. The Subcontractor shall pay any invoice within ten (10) business days.

9. 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, Subcontractor hereby agrees to immediately cease using the name, logo and/or otherwise publicizing the relationship of the Parties upon the written request of Supplier.

10. Scope of Agreement

Subcontractor acknowledges that Supplier 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 Supplier 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.

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

10.2 Subcontractor will use industry best practices testing mechanisms to validate and verify Resource's technical skills as described in their respective resume. Supplier may request documentation to substantiate the claimed skills on a resume. In the event that Subcontractor fails to submit documentation in a timely manner Supplier 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.

11. Termination

This Agreement shall terminate as set forth herein. In the event Customer terminates Supplier's contract this Agreement will co-terminate. Supplier 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. It is understood and acknowledged by Subcontractor that its termination of this Agreement in any manner other than as set forth herein shall cause Supplier to incur substantial damages as a result of having to replace Subcontractor and Subcontractor will be held liable for any such damages and the costs of replacement of Subcontractor which Supplier may incur as a result of any premature termination or breach of this Agreement by Subcontractor. Any termination of this Agreement by Subcontractor shall require Subcontractor to complete any Statement(s) of Work which are in process.

12. Non-solicitation of Supplier's Customers

The Subcontractor agrees that Subcontractor or their employees may not solicit Customer or any Customer agencies for Staff Augmentation or Statement of Work services that have been referred to Supplier by Customer and are intended to be released as a requirement 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 or Subcontractors of Supplier which it may obtain during the course of this Agreement. The prohibitions contained herein shall continue for a period of one (1) year from the date of the termination of this Agreement, or upon termination of Supplier's contract with Customer, whichever is earlier. This Agreement does not restrict or preclude the ability of the Subcontractor to perform (a) any of its current contracts, or any options or extensions of those contracts, with the Customer or any of its agencies; (b) services for the Customer that are different or new from any performed under this Agreement; or (c) work for Customer agencies which the Subcontractor was not introduced to by Supplier so long as the subcontractor is in compliance with the Conflict of Interest provision of this Agreement.

13. Non-solicitation of Employees

Subcontractor agrees that without the written consent of the Supplier, 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 associated with this Agreement or (b) the date of termination, resignation or other separation from employment of any employee of Supplier, directly or indirectly solicit, divert or hire any employee of the Supplier or Customer with whom there has been contact in connection with the performance of services under a Statement of Work.

14. Governing Law, Attorney's Fees and Waiver of Jury Trial

(i) This Contract is governed by and will be construed in accordance with the laws of the Commonwealth of Virginia without



regard to that body of law controlling choice of law. Any and all litigation relating to this Contract must be brought in the circuit courts of the Commonwealth of Virginia.

- (ii) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the the circuit courts of the Commonwealth of Virginia and each party to this Agreement consents to the exclusive jurisdiction of the aforesaid courts.
- (iii) Each party waives, to the fullest extent permitted by law,
- (iv) 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 the circuit courts of the Commonwealth of Virginia; and
- (v) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (vi) Each party agrees that the exclusive 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.
- (vii) If any legal action, arbitration or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party or parties (“the Prevailing Party”) is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all (i) reasonable attorneys’ fees of the Prevailing Party; (b) court costs; and (c) expenses incurred in that action or proceeding and all appellate proceedings. For purposes of this Section, the terms “attorneys’ fees” includes, without limitation, paralegal fees, expert witness fees, disbursements, and all other charges billed by the attorney to the Prevailing Party.
- (viii) 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.

15. Assignment

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

16. Data Privacy and Security

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

17. 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.

18. Notices

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

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

Gregg M. Feinberg, Esq. _____



Feinberg Law Office _____
 1390 Ridgeview Drive, Suite 301 _____
 Allentown, PA 18104 _____
 Email: gregg@feinberglaw.com

19. 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, flood, fire or explosion, war, invasion, act of terrorism, riot or other civil unrest, actions, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, governmental ordered business closure, epidemic, pandemic or plague 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 Supplier 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.

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. 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’s 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. 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. Limitations on Subcontractor Layering

All candidates submitted by Subcontractor for consideration must have a W-2 or 1099 relationship with Subcontractor, or be no more than one (1) layer removed. If instances of additional layering are discovered, Supplier will engage the candidate through the W-2 Subcontractor. All employer and/or contracting details must be reported accurately within the VMS.

24. Accurate Time Reporting

Each engaged resource must enter time into the VMS timekeeping system accurately and honestly by noon (12 PM Eastern Time) each Monday. Failure to report time in an accurate, honest, and timely manner may result in termination of the engagement.

25. Payment of Employees, Subcontractors or Sub Consultants

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 Supplier. Should Subcontractor fail to make payment as set forth herein, Subcontractor shall be in breach of this Agreement., Supplier 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.

26. Competitive Nature of Network

It is understood and acknowledged that Supplier maintains the right to track the performance of Subcontractor under this agreement, and to adjust Subcontractor’s ability to participate in the Subcontractor network, to ensure both the competitive nature of the Subcontractor network and quality of services to the Customer. Should Subcontractor’s performance be deemed unsatisfactory, Supplier reserves the right to remove Subcontractor from the Subcontractor network and to terminate this agreement as defined in Section 11.

27. Conflict of Interest

Contractors that also have a direct or indirect personal or financial interest in a firm that provides services under this agreement shall not attempt to provide staff augmentation services at the Commonwealth agency where they themselves are engaged as a contract resource.

Commonwealth of Virginia employees that also have a direct or indirect personal or financial interest in a firm that provides services under this agreement shall not attempt to provide staff augmentation services at the Commonwealth agency where they are employed.

Further, by signing this Contract, Subcontractor warrants that its assent to this Contract is made without collusion or fraud, and that Subcontractor has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal or the terms of this Contract. Further, Subcontractor warrants that it has not conferred any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, on any public employee having official responsibility for this procurement transaction, unless consideration of substantially equal or greater value was exchanged. In addition, Subcontractor warrants that it will notify Supplier if it becomes aware of a potential conflict of interest in the future.

28. 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.

Subcontractor is enrolling in the (initial one or both):

_____ **Staff Augmentation** program and agrees to submit candidates not to exceed the rates within Exhibit D.

_____ **Fixed price Statement of Work** program and for deliverable (SOW) assignment. **DO NOT select the SOW option unless you have completed the qualification process and been approved for SOW work during one of our open enrollment periods.** The fee percentage is based upon the total annual contract spend, as shown below:

- \$1 million - \$20 million: **6.25%**
- \$21 million - \$50 million: **6.00%**
- Greater than \$50 million: **5.75%**

This fee includes Supplier and Customer Fees, and the applicable fee shall be noted within the Statement of Requirements and resulting Statement of Work. **Enrollment in the SOW program is contingent upon having met all enrollment qualifications during enrollment period.**

Any signature (including any electronic symbol or process attached to, or associated with, this Agreement including SOWs 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:

SUBCONTRACTOR

Authorized Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:



EXHIBIT A: Time and Materials Payment Terms Selection Form

Subcontractor is not required to submit invoices to Supplier.

Subcontractor agrees to the following Time and Materials payment terms (select one) as described in paragraph 4.1. Payment Terms. Subcontractor is not required to submit invoices to the Supplier. 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 Supplier of their desire to amend the original selection and make such change effective by signing a new Payment Term Selection Form.

 1%/ 15 Day Option (Subject to a discount of one percent (1%) of the invoice amount to be retained by Contractor if paid on the 23rd day, (15 days from invoice date) as per section 5 of this Agreement. The Contractor has the option, at its sole discretion, for each Payment Cycle, to accept the 1% discount and pay on the 23rd Day or to pay the full invoice amount seven days from the receipt of payment from the Customer.

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

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

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



EXHIBIT B: Contract Requisitioning Process

Staff Augmentation Services

The following narrative describes the requisitioning process for Staff Augmentation services under the Contract.

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

Step 2: Subcontractor reviews the requirement. If the Subcontractor has resources who they feel fit the job requirement, they will submit their candidates through the VMS during the four (4) business day submittal window.

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

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

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

Step 6: The Agency Engagement Manager then notifies the CAI Contract Manager of his or her selections for interviews.

Step 7: The CAI Contract Manager notifies the selected Subcontractor and coordinates interviews with the Agency Engagement Manager.

Step 8: The Agency Engagement Manager interviews the candidate, either by phone, video conference, or in-person.

Step 9: The Agency Engagement Manager selects a candidate and provides the CAI Contract Manager with engagement details.

Step 10: The CAI Contract Manager notifies the appropriate Subcontractor that their individual candidate was selected.

Step 11: The Subcontractor of the selected candidate notifies the candidate of selection and provides all job details to the candidate. The Subcontractor confirms the offer acceptance by their candidate to the CAI Contract Manager. The Subcontractor also assists the candidate in completing all on-boarding activities.

Step 12: The CAI Contract Manager ensures that all applicable on-boarding tasks are completed. Upon completion, the CAI Contract Manager confirms start date with the Agency Engagement Manager. The CAI Contract Manager forwards final start details to the Subcontractor and notifies the Subcontractor that their candidate is authorized to start work.

Step 13: The candidate begins work.



Statement of Work Services

The following narrative describes the requisitioning process for Statement of Work services under the Contract.

Step 1: The Agency Engagement Manager will create a Statement of Requirements (SOR) document which details the project requirements. The Agency Engagement Manager 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 qualified 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 SOW proposal through the VMS.

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

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

Step 5: The Agency Engagement Manager reviews the forwarded SOWs and may select to meet with one or more Subcontractors to further negotiate scope, approach, deliverables, or pricing.

Step 6: The Agency Engagement Manager selects the winning SOW. The CAI Contract Manager then notifies the qualified Subcontractor Network that an SOW has been selected, and notifies the appropriate Subcontractor that their SOW was selected.

Step 7: The CAI Contract Manager works with both the Agency and the Subcontractor to finalize and execute the SOW. The Agency creates a Purchase Order for the SOW and forwards it to CAI.

Step 8: The CAI Contract Manager ensures that all applicable on-boarding tasks are completed. Upon completion, the CAI Contract Manager confirms the project start date with the Agency Engagement Manager. The CAI Contract Manager forwards final start details to the Subcontractor and notifies the Subcontractor that they are authorized to start work.

Step 9: The Subcontractor begins the project.

Step 10: The Subcontractor submits invoices for fixed price deliverables in the VMS as completed.

Step 11: The Agency Engagement Manager reviews deliverables and approves thee invoices for payment in the VMS.



EXHIBIT C: 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 Subcontractor or any third party acting on Subcontractor’s behalf processes in connection with the services provided to Customer or Supplier by Subcontractor.

The term “Supplier Data” shall refer to any and all data that is owned or created by Supplier as it relates to Supplier’s finances, business operations, intellectual property, human resources, or its Customer.

The term “Customer Data” shall refer to any data belonging to Supplier’s Customer which would be classified in similar fashion to Supplier’s Data (e.g., customer finances, customer business operations, customer intellectual property, etc.). Supplier may be maintaining Customer data within Supplier’s infrastructure; however, this data is still to be defined as Customer Data.

The terms “Personal Data”, “Supplier 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 Supplier 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 Supplier – 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 Supplier;
- e) Not sell, share, or otherwise transfer or disclose any Data, to any other party, without prior express written consent from Supplier, 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 Supplier;
- g) Not use Customer processed data to send or provide any marketing or promotional communications to Supplier or Customer employees or consumers without Supplier’s or Customer’s explicit written consent;
- h) Not aggregate or combine Data with any other data without prior express written consent from Supplier;
- i) Not subcontract any of its rights or obligations under this Data Privacy and security Addendum without the prior express written consent of Supplier. Where Subcontractor, with the consent of Supplier, 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier'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 Supplier upon request;
- n) If requested by Supplier, within five business days from the date upon which the request was made by Supplier, either: (i) update, correct or delete Data or modify the individual's choices with respect to the permitted use by Supplier of such Data; or (ii) provide access to Supplier to enable it to perform the activities described in clause (i) itself;
- o) Immediately notify the Supplier Chief Compliance Officer if Subcontractor receives notice from any governmental or regulatory authority alleging that Supplier 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 Supplier 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 Supplier'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 Supplier 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 Supplier 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 Supplier 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 Supplier has specifically consented in writing to its destruction. If requested by Supplier and subject to Supplier's confidentiality obligations, Subcontractor shall permit Supplier 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 Supplier Security Officer by telephone, email and in writing at the address below of all known facts thereof, and (ii) at Supplier's option and at the direction of Supplier, 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 Supplier 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 Supplier 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 both:

For Supplier: Security Officer, Computer Aid, Inc., 1390 Ridgeview Dr., Allentown, PA 18104, USA; email: security@cai.io and by telephone at (610) 530-5000

For Customer: Virginia Office of the Attorney General, Computer Crime Section, 202 North 9th Street, Richmond, VA 23219

Supplier 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 Supplier's behalf. Subcontractor shall grant Supplier or Supplier'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 Supplier in facilitating this inspection function. Upon request, Subcontractor shall provide Supplier 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.



EXHIBIT D: Not-to-Exceed Rates to Subcontractor

Job Category	Job Title	Skill Level	REGION 1	REGION 2
			Vendor NTE Rate	Vendor NTE Rate
Applications	Business Analyst	Analyst 1	\$45.44	\$52.59
		Analyst 2	\$54.48	\$62.72
		Analyst 3	\$74.00	\$84.20
		Analyst 4	\$81.27	\$92.05
	ERP Analyst	ERP Analyst 1	\$65.27	\$74.65
		ERP Analyst 2	\$83.41	\$94.54
		ERP Analyst 3	\$101.85	\$115.45
		ERP Analyst 4	\$132.33	\$150.00
	ERP Database Administrator	ERP Database Administrator 1	\$67.68	\$77.29
		ERP Database Administrator 2	\$84.68	\$95.69
		ERP Database Administrator 3	\$98.88	\$110.68
		ERP Database Administrator 4	\$121.86	\$135.97
	ERP Developer	ERP Developer 1	\$69.19	\$78.95
		ERP Developer 2	\$86.12	\$97.73
		ERP Developer 3	\$101.77	\$115.50
		ERP Developer 4	\$129.17	\$146.59
	Geographic Information System (GIS)	GIS Analyst 2	\$80.19	\$90.54
		GIS Analyst 3	\$92.59	\$103.61
		GIS Analyst 4	\$105.13	\$115.20
		GIS Specialist/Developer 2	\$61.66	\$70.67
		GIS Specialist/Developer 3	\$67.02	\$76.57
		GIS Specialist/Developer 4	\$78.15	\$88.70
	Graphic Designer	Graphic Designer 2	\$37.09	\$44.36
		Graphic Designer 3	\$40.29	\$48.48
		Graphic Designer 4	\$47.31	\$57.28
	Mobile Specialist	Mobile Specialist 2	\$118.68	\$129.51
		Mobile Specialist 3	\$126.52	\$137.54
		Mobile Specialist 4	\$138.11	\$149.48
	Programmer Analyst	Programmer Analyst 1	\$58.67	\$67.37
		Programmer Analyst 2	\$72.45	\$82.51
		Programmer Analyst 3	\$103.38	\$113.69
		Programmer Analyst 4	\$112.96	\$124.94
	Applications Architect	Applications Architect 2	\$76.80	\$87.24
		Applications Architect 3	\$85.40	\$96.45
		Applications Architect 4	\$90.77	\$102.04



Job Category	Job Title	Skill Level	REGION 1	REGION 2
			Vendor NTE Rate	Vendor NTE Rate
	Software Test Analyst	Software Test Analyst 1	\$42.57	\$49.34
		Software Test Analyst 2	\$52.87	\$60.93
		Software Test Analyst 3	\$55.95	\$64.36
		Software Test Analyst 4	\$66.56	\$76.07
	System Analyst	System Analyst 1	\$59.04	\$67.78
		System Analyst 2	\$75.22	\$85.52
		System Analyst 3	\$89.15	\$100.37
		System Analyst 4	\$99.15	\$109.85
	Technical Writer	Technical Writer 2	\$36.01	\$44.70
		Technical Writer 3	\$38.19	\$47.63
		Technical Writer 4	\$44.46	\$55.95
	Cloud Architect	Cloud Architect 2	\$91.23	\$102.50
		Cloud Architect 3	\$105.04	\$115.28
		Cloud Architect 4	\$117.25	\$128.09
	Cloud Engineer	Cloud Engineer 2	\$78.74	\$89.33
		Cloud Engineer 3	\$90.60	\$101.86
		Cloud Engineer 4	\$97.46	\$108.39
	Cloud Administrator	Cloud Administrator 2	\$60.25	\$69.12
		Cloud Administrator 3	\$67.65	\$77.26
		Cloud Administrator 4	\$72.56	\$82.62
	Cloud Developer	Cloud Developer 2	\$58.53	\$67.22
		Cloud Developer 3	\$64.96	\$74.31
		Cloud Developer 4	\$69.11	\$78.85
	User Experience/User Interface Design	User Experience Analyst 2	\$49.63	\$57.30
		User Experience Analyst 3	\$55.58	\$63.94
		User Experience Analyst 4	\$59.37	\$68.14
		UI/UX Designer 2	\$50.37	\$58.13
		UI/UX Designer 3	\$56.40	\$64.86
UI/UX Designer 4		\$60.24	\$69.11	
UI/UX Developer 2		\$52.81	\$60.86	
UI/UX Developer 3		\$58.36	\$67.03	
Data Management	Data Warehouse Architect	Data Warehouse Architect 2	\$78.68	\$89.91
		Data Warehouse Architect 3	\$85.99	\$97.75
		Data Warehouse Architect 4	\$100.89	\$112.23
		Data Warehouse/Bi Developer 2	\$72.59	\$82.66



Job Category	Job Title	Skill Level	REGION 1	REGION 2
			Vendor NTE Rate	Vendor NTE Rate
	Data Warehouse/Business Intelligence Developer	Data Warehouse/BI Developer 3	\$81.08	\$91.86
		Data Warehouse/BI Developer 4	\$85.92	\$97.00
	Database Administrator	Database Administrator 1	\$61.82	\$70.85
		Database Administrator 2	\$70.63	\$80.52
		Database Administrator 3	\$79.98	\$90.67
		Database Administrator 4	\$94.18	\$105.41
	Database Architect	Database Architect 2	\$73.81	\$83.98
		Database Architect 3	\$85.40	\$96.46
		Database Architect 4	\$98.20	\$109.03
	Data Analyst	Data Analyst 2	\$60.29	\$69.16
		Data Analyst 3	\$67.51	\$77.11
		Data Analyst 4	\$71.71	\$81.70
	Data Scientist	Data Scientist 2	\$67.27	\$76.84
		Data Scientist 3	\$79.23	\$89.86
		Data Scientist 4	\$84.40	\$95.40
Governance	IT Governance Analyst	IT Governance Analyst 2	\$82.78	\$94.08
		IT Governance Analyst 3	\$99.98	\$111.22
		IT Governance Analyst 4	\$106.86	\$117.67
	IT Purchasing Analyst	IT Purchasing Analyst	\$53.71	\$62.98
IT Management Services	Business Continuity Planner	Business Continuity Planner 2	\$77.71	\$88.22
		Business Continuity Planner 3	\$83.97	\$94.93
		Business Continuity Planner 4	\$88.95	\$100.17
	Business Process Reengineering	Business Process Engineer 2	\$63.17	\$73.78
		Business Process Engineer 3	\$67.98	\$79.19
		Business Process Engineer 4	\$86.56	\$99.93
	Enterprise Architect	Enterprise Architect 2	\$109.53	\$119.66
		Enterprise Architect 3	\$119.96	\$130.16
		Enterprise Architect 4	\$132.46	\$142.97
	IT Auditor	IT Auditor 2	\$56.70	\$65.19
		IT Auditor 3	\$63.05	\$72.21
		IT Auditor 4	\$80.20	\$90.90
	IT Strategist	IT Strategist 2	\$86.67	\$97.40
		IT Strategist 3	\$95.37	\$106.33
		IT Strategist 4	\$104.21	\$114.28
	IT Trainer	IT Trainer 2	\$37.19	\$43.31
		IT Trainer 3	\$46.63	\$54.16



Job Category	Job Title	Skill Level	REGION 1	REGION 2
			Vendor NTE Rate	Vendor NTE Rate
	IT Sourcing Consultant	IT Trainer 4	\$51.75	\$59.92
		IT Sourcing Consultant 2	\$88.54	\$99.41
		IT Sourcing Consultant 3	\$98.47	\$109.26
		IT Sourcing Consultant 4	\$108.82	\$118.73
IT Security	IT Security Analyst	IT Security Analyst 1	\$55.41	\$63.75
		IT Security Analyst 2	\$65.75	\$75.17
		IT Security Analyst 3	\$81.24	\$92.03
		IT Security Analyst 4	\$89.64	\$100.88
	IT Security Architect	IT Security Architect 2	\$71.80	\$81.80
		IT Security Architect 3	\$81.39	\$92.19
		IT Security Architect 4	\$88.94	\$100.16
	Cybersecurity Engineer	Cybersecurity Engineer 2	\$86.38	\$97.49
		Cybersecurity Engineer 3	\$100.87	\$111.37
		Cybersecurity Engineer 4	\$108.04	\$118.19
	IT Security Auditor	IT Security Auditor 2	\$75.72	\$86.07
		IT Security Auditor 3	\$80.20	\$90.90
IT Security Auditor 4		\$130.26	\$147.27	
Project Management	Project Coordinator	Project Coordinator 2	\$29.58	\$32.96
		Project Coordinator 3	\$32.97	\$36.95
		Project Coordinator 4	\$37.88	\$42.62
	Project Manager	Project Manager 1	\$79.35	\$89.58
		Project Manager 2	\$110.23	\$120.04
		Project Manager 3	\$114.64	\$124.42
		Project Manager 4	\$119.12	\$129.10
Program Manager	Program Manager	\$123.62	\$133.49	
Artificial Intelligence and Robotics	Artificial Intelligence Engineer	Artificial Intelligence Engineer 2	\$90.34	\$103.15
		Artificial Intelligence Engineer 3	\$107.06	\$121.09
		Artificial Intelligence Engineer 4	\$127.79	\$140.78
	Robotics Software Engineer	Robotics Software Engineer 2	\$79.22	\$90.56
		Robotics Software Engineer 3	\$89.16	\$101.43
		Robotics Software Engineer 4	\$112.03	\$125.54
Infrastructure	Help Desk	Help Desk Analyst 2	\$30.86	\$35.88
		Help Desk Analyst 3	\$35.93	\$41.75
		Help Desk Analyst 4	\$38.75	\$44.99
	Technical Support	Technical Support Analyst 2	\$42.66	\$49.44
		Technical Support Analyst 3	\$49.16	\$56.77



Job Category	Job Title	Skill Level	REGION 1	REGION 2
			Vendor NTE Rate	Vendor NTE Rate
		Technical Support Analyst 4	\$54.66	\$62.92
	System Administrator	System Administrator 2	\$46.01	\$53.24
		System Administrator 3	\$54.12	\$62.32
		System Administrator 4	\$59.78	\$68.60
	Network Administrator	Network Administrator 1	\$40.99	\$47.55
		Network Administrator 2	\$42.99	\$49.81
		Network Administrator 3	\$46.77	\$54.09
		Network Administrator 4	\$50.18	\$57.93
	Network Engineer	Network Engineer 1	\$47.76	\$55.20
		Network Engineer 2	\$50.13	\$57.86
		Network Engineer 3	\$61.32	\$70.30
		Network Engineer 4	\$82.50	\$93.38
	Network Architect	Network Architect 2	\$60.37	\$69.25
		Network Architect 3	\$68.60	\$78.30
		Network Architect 4	\$84.46	\$95.46
	Infrastructure Solutions Architect	Infrastructure Solutions Architect 2	\$94.22	\$106.00
		Infrastructure Solutions Architect 3	\$108.94	\$119.72
		Infrastructure Solutions Architect 4	\$124.02	\$134.97
	Public Safety Consultant	Public Safety Consultant	\$57.60	\$65.83
	Radio Engineer	Radio Engineer	\$72.07	\$82.45