



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

| | |
|--|---|
| 1. Cooperative/Piggyback Name: | Region 14 Education Service Center with Omnia Partners |
| 2. Contractor: | Vertosoft LLC |
| 3. Cooperative Agency Agreement Name and Agreement Number: | Contract # 159574 for Software & SaaS Solutions with Vertosoft LLC |
| 4. Cooperative Agency Initial Agreement Term: | Start Date: October 1, 2025 End Date: September 30, 2028 |
| 5. Cooperative Agency's Agreement-Options to extend: | Two (2) additional one-year periods through September 30, 2030 |
| 6. Cooperative Agency Amended Term: | Not Applicable. |
| 7. Cooperative Agency Remaining Options to Renew: | Two (2) additional one-year periods remaining. |
| 8. City of Stockton Cooperative Purchase Agreement Term: | Start Date: Upon Contract Execution End Date: September 30, 2028 |
| 9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount: | Not to Exceed \$340,028.88 for the term of the Agreement. |

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Contract # 159574 for Software & SaaS Solutions with Vertosoft ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through September 30, 2028 unless terminated earlier by the City.

If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for injury recovery navigation service available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$340,028.88 for the purchase of injury recovery navigation service. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Ready Rebound.** Ready Rebound Master Subscription Agreement, Exhibit D, is incorporated herein by this reference.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Vertosoft

Johnny Ford, City Manager

By: _____
Signature

Date: _____

Print name

ATTEST:

Title: _____

Katherine Roland, CMC, CPMC, City Clerk

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

APPROVED AS TO FORM:

By: _____
Signature

Marci A. Arredondo, City Attorney

Print name

Title: _____

EXHIBIT A - COOPERATIVE AGREEMENT

Region 14 Education Service Center

Contract # 159574

for

Software & SaaS Solutions

with

Vertosoft LLC

Effective: October 1, 2025

The following documents comprise the executed contract effective:
October 1, 2025

- I. Region 14 ESC Terms & Conditions
- II. Vendor Contract and Signature Form
- III. Supplier's Response to RFP, incorporated by reference

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted quarterly during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract quarterly during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between the Contractor and Region 14 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Vertosoft LLC

Company Name

1602 Village Market Blvd SE Ste. 320

Address

Leesburg

VA

20175

City

State

Zip

703-568-4703

571-291-4119

Telephone Number

Fax Number

Contracts@vertosoft.com

Email Address

Jay Colavita

President

Printed Name

Position

H. Jay Colavita

Authorized Signature



NOTICE TO OFFEROR

Questions & Answers

RFP # 25-S940

Competitive Solicitation by Region 14 Education Service Center

for

Software and SaaS Solutions

See Question & Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to this Software and SaaS Solutions RFP.

The Answers to Questions received are issued as follows:

1. Question: The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?
Yes
2. The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?
Yes
3. This RFP refers specifically to Software and Software as a Service as the scope, however on Appendix B it is stated "A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier." Would the government please clarify if the catalog provided should include all our product/service offerings or should it be limited to Software?
Supplier should provide product/services as outlined in the scope; anything additional may be included as "value added products/services"
4. Some information requested is not pertinent to the Software and SaaS contract, for example: equipment reconditioning, trade-ins, etc. Most of the shipping/delivery questions are also not relevant since most software is delivered electronically. Would the government please let us know how we should address these questions?

If the Supplier's position is the question is "not relevant" mark as N/A

5. The RFP requests that a price list be included. Is it sufficient to list all of the SKUs along with the % off of List Price OR do we need to include the actual dollar amount for every SKU? On our existing OMNIA contract, we are required only for % off of List.

As stated in the RFP “Pricing should be based on a discount from a manufacturer’s price list or catalog, or fixed price, or combination of both”

6. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

Please refer to Scope for a list of suggested categories, but not limited to

7. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

Refer to question # 6

8. Does this include software for teacher and student learning?

Refer to question # 6

9. Would this RFP include software for a communication platform for schools to use to communicate with parents?

Refer to question # 6

10. We understand that the RFP seeks software and SaaS solutions, but our approach is to develop these solutions as custom-built products tailored to client needs, which we can deliver as SaaS offerings. Would you be open to proposals based on this model, and how would such proposals be evaluated compared to those offering pre-built, off-the-shelf solutions?

All proposals submitted will be reviewed and evaluated

11. Do we need an active New Jersey Business Compliance to bid for this RFP

No, but if awarded, the contract will not be extended to NJ

12. Does your RFP include software services other than finance or instructional?

Refer to question # 6

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Vertosoft LLC

Contact Person Ashlianne Shigley

Signature 

Date 06/09/2025



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13. Is the RFP process the same for current OMNIA members, as well as new?

Not sure of the question being asked. However, this RFP is issued by Region 14 ESC and any resultant contract(s) will be made available to all OMNIA Partners members.

14. As a current OMNIA member, may we use the Excel pricing document that we currently have in place with OMNIA for our pricing response?

Current pricing may be submitting in excel format

15. During the life of the contract, can additional SaaS products be added to the Master Agreement subsequent to award?

Refer to Section IV Terms & Conditions; “Products and Services Additions”

16. Are five references required for each product? Or five total for the submitting vendor?

Total

17. We understand that proposals will be evaluated based on a total of 100 points for Availability of Products and Pricing, Ability to Perform, References and Experience, and Value-Added Products/Services. Is there a minimum score established to make the competitive range or shortlist?

No

18. How will Region 14 ESC validate a vendor’s “Ability to Perform” in areas such as national scalability, service delivery, and warranty response, especially for smaller or emerging suppliers?

Proposals will be evaluated based on the criteria set in the RFP which include a combination of methods, i.e. experience, national scalability, financial stability, etc. For smaller or emerging suppliers, a more thorough review of capabilities and potential for growth and scalability.

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Vertosoft LLC

Contact Person Ashlianne Shigley

Signature 

Date 06/09/2025



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Current pricing may be submitting in excel format

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18. How will Region 14 ESC validate a vendor's "Ability to Perform" in areas such as national scalability, service delivery, and warranty response, especially for smaller or emerging suppliers?

Proposals will be evaluated based on the criteria set in the RFP which include a combination of methods, i.e. experience, national scalability, financial stability, etc. For smaller or emerging suppliers, a more thorough review of capabilities and potential for growth and scalability.

19. Could you please clarify how pricing should be submitted for the services we propose to offer?

Refer to INSTRUCTIONS TO SUPPLIERS , section 2

20. Could you please confirm whether a pricing template will be provided?

No, refer question

to # 19

21. Would Omnia Partners consider extending the bid submission deadline by at least one week?

RFP was release on May 6th and due to set timeline, the deadline cannot be extended

22. We kindly request clarification on how vendors should indicate which categories they are bidding for.

It is up to the Offeror how they choose to identify the categories

23. On page 13, under the section "Evaluation Criteria", where sub-section "References and Experience (20 points)" states "Describe supplier's reputation in the marketplace.". Could you please elaborate on what a vendor's answer should detail?

Statement is self-explanatory. It is up to the Offeror to provide their best response possible.

24. Regarding the requested price lists (Section V.A., page 11), is it acceptable to provide our standard revenue share percentages in a tiered format correlating to the agency's revenue amount?

This section is not asking for a revenue amount; Offeror should provide their pricing based on discount off from a manufacturer's price list or catalog, or fixed price, or combination of both.

25. Would Region 14 ESC please consider extending the RFP deadline by 1-2 weeks to allow sufficient time to thoroughly address each component of the proposal requirements?

Please refer to question # 21

- 26. Is there a pricing sheet or format you would like vendors to use? - Additionally, pricing will depend on the scope of work and therefore pricing for each customer will vary. What would you like us to submit for pricing? Just the discount rate we will offer?

Refer to underlined response in question # 24

- 27. Can OMNIA please clarify whether all documents listed in Exhibit G must be submitted with the proposal, or only if the awarded contractor intends to do business in New Jersey?

If Offeror has no plans to extend their offering to New Jersey, simply indicate on the Exhibit G cover page.

- 28. Ability to Perform refers to "Appendix B, Exhibit A," but this appears to correspond instead to "Attachment A, Exhibit A."

Attachment A is the complete OMNIA Partners national cooperative response. Refer to page 21

- 29. How many users/employees are in the organization? "Integration with existing technology environments" - Please provide existing software Would we require MSRP document submitted with our proposal?

This is a national cooperative solicitation as well as a national cooperative contract(s) and will be based on the individual Public Procurement Agency needs and requirements. Refer to underlined response in question # 24

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Vertosoft LLC

Contact Person Ashlianne Shigley

Signature 

Date 06/19/2025

Ability to Perform

1. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Exhibit A

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Vertosoft LLC (Vertosoft) is a technology distributor focused on delivering innovative and emerging solutions to public sector organizations across the country. Established in 2016, Vertosoft has extensive knowledge and experience supporting all phases of the government acquisition lifecycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Our core competency is strategic sourcing, which streamlines the process of delivering critical technology and services to government end users at competitive prices. Vertosoft offers OMNIA Partners members the flexibility, agility, and responsiveness of a small company, combined with the experience and capabilities of a larger organization. Our staff is widely respected for their professional and ethical business approach, and our success is driven by a highly experienced management team with deep expertise in addressing agency-specific requirements and the technologies necessary to meet those needs.

Our core values include an innovative mindset, entrepreneurial spirit, and comprehensive knowledge of government sales and the acquisition lifecycle. We are known for our professional, ethical, and industry-certified business processes. Vertosoft has proudly supported OMNIA Partners members since 2023 under an existing contract (01-165), consistently delivering strong growth and expanding our reach year over year.

B. Total number and location of salespersons employed by Supplier.

Total number of salespeople employed: 26

Location: Leesburg, VA headquarters (HQ address provided in next answer)

Software and SaaS Solutions
Vertosoft LLC

RFP 25-S940
June 19th, 2025

C. Number and location of support centers (if applicable) and location of corporate office.

Vertosoft's corporate office is located at 1602 Village Market Blvd. SE STE. 320 in Leesburg, VA. This is also the location for our national sales support center for our sales teams across the country. As Vertosoft focuses exclusively on software and SaaS solutions, we do not have the need for traditional hardware service centers.

Vertosoft has additional employees located in Charleston, SC, Denver, CO, Scarborough, ME, Philadelphia, PA, and Tacoma, WA.

D. Annual sales for the three previous fiscal years.

Annual sales for three previous fiscal years:

2022: \$115,000,000.00
2023: \$178,093,072.61
2024: 219,477,008.00

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 81-3911287

D&B Report has been submitted with the content of Section 3 within Bonfire.

E. Describe any green or environmental initiatives or policies.

Vertosoft maintains a corporate Sustainability Policy which is provided below: Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate.

As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operations, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue.

We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices.

We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions.

Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development; Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management

system for the purpose of enhancing our environmental performance and ongoing prevention of pollution.

Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC;

Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint.

Guided by our Sustainability Policy, Vertosoft provides each employee with an Ocean Bottle “GO” water bottle. Each bottle is made from at least 67% recycled materials, and each bottle purchased funds the collection of 1,000 ocean-bound plastic bottles. To date, our usage of these bottles has funded the removal of over 40,000 ocean-bound plastic bottles.

Vertosoft has also installed an in-office point-of-use water system that is connected to the building's water supply. This system is estimated to save 4,000 bottles annually.

Another policy that Vertosoft has put in place that is driven by our Sustainability Policy is our ‘Work from Home’ program. Employees that are eligible for this program can work from home 2 days a week. It is estimated that this policy saves ~10.67 metric tons of carbon emissions over the course of a year.

In addition to these items, Vertosoft requires all electronic equipment to be Energy STAR certified, and where available, EPEAT registered. We prioritize products made from recycled materials and those with minimal, eco-friendly packaging. Vertosoft also selects products designed for longevity and ease of upgrade to extend their usable life.

One specific example is our laptops. Vertosoft’s laptops have an average lifespan of 5 years, as compared to many corporate laptops that have a lifespan of approximately 3 years.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

While Vertosoft does not operate any formal or dedicated diversity programs, we recognize the importance of supplier diversity and remain committed to supporting Participating Public Agencies that wish to engage diverse partners. Vertosoft maintains an established partner network of over 350 companies, many of which fall under a wide array of socioeconomic business classifications.

If a Participating Agency has a goal or preference to engage a partner with a specific diversity status from within Vertosoft's partner network, we are happy to coordinate and incorporate that partner into the transaction whenever feasible and in alignment with contract requirements.

If partners are engaged through this network, pricing under the Master Agreement will remain consistent and the contractual minimum discount is always applied to ensure Participating Agencies receive the full benefit of contract pricing. In cases where a specific scope of work or agency requirements result in additional services provided by a partner, there may be adjustments to the overall transaction total to account for said added services. Any such changes would be communicated transparently and documented in accordance with contract requirements.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency:
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency:
- c. Historically Underutilized Business (HUB)
 Yes No
If yes, list certifying agency:
- d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
If yes, list certifying agency:
- e. Other recognized diversity certificate holder
 Yes No

If yes, list certifying agency: **Small, Women-owned, and Minority-owned Business (SWaM)**

A copy of our SWaM certificate has been included in the Section 3 submission folder within Bonfire.

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Vertosoft does not intend to utilize any subcontractors or affiliates at this time in connection with the Master Agreement. However, Vertosoft would like to reserve the option to add and engage additional resellers/distributors in the future, some of whom may hold minority-owned statuses or other relevant designations. Should any subcontractors or affiliates be engaged during the term of the contract, Vertosoft will

ensure that their certifications and qualifications are disclosed to OMNIA Partners in accordance with any contractual requirements.

I. Describe how supplier differentiates itself from its competitors.

Vertosoft differentiates itself from competitors through its specialized focus, quality management standards, and customer-centric approach. Unlike broad-line resellers that prioritize volume, Vertosoft is highly selective, partnering with emerging and innovative technology companies that deliver cutting-edge solutions tailored to meet the evolving needs of public sector organizations. This targeted approach allows Vertosoft to develop deep product expertise and provide consultative value to agencies, ensuring they receive optimal solutions that align with their mission requirements.

Vertosoft maintains ISO 9001:2015 certification, demonstrating a formal commitment to quality and customer satisfaction. Our Quality Management System governs all core business processes, including accurate contract catalog management, error-free quoting, efficient order processing, timely invoicing, and proactive customer feedback. These processes are continually measured and improved to maintain high standards of operational excellence.

In addition, every public agency purchasing through Vertosoft is assigned a dedicated Customer Success Manager (CSM), who serves as the agency's primary point of contact. The CSM ensures the agency receives timely support, verifies proper delivery of solutions, and serves as a customer advocate with the technology supplier to ensure satisfaction throughout the procurement lifecycle.

This combination of focused expertise, certified quality processes, and personalized customer support distinguishes Vertosoft as a trusted and value-driven partner to public sector organizations.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Vertosoft LLC has not been involved in any litigation, bankruptcy proceedings, or corporate reorganization, either currently or in the past. The company remains in good standing and maintains full financial and operational stability.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. **is not owned or operated by anyone who has been convicted of a felony; or**
* *Option (b) is applicable to Vertosoft*
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

Vertosoft LLC affirms that no debarment or suspension actions have ever been taken against the company.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Vertosoft is a technology distributor of innovative software and services. Given the broad and diverse range of solutions we represent and are proposing as a part of this submission, it is not feasible to list every individual product or service in this response. For example, Vertosoft currently supports over 100 technology suppliers under its existing OMNIA Partners contract. In the event of a successful award under this solicitation, Vertosoft intends to carry forward these existing supplier relationships while also continuing to expand its line card by evaluating and onboarding additional suppliers whose solutions align with the scope of the Master Agreement.

Instead, Vertosoft organizes its offerings into the following core technology categories:

- Artificial Intelligence
- Big Data & Analytics
- Business Applications
- Cloud Computing
- Cybersecurity
- DevOps
- Zero Trust

We have included all brand names as part of our pricing response in Section 2. If Vertosoft is down-selected for an award and OMNIA Partners requires additional supplier-specific information, we would be happy to provide upon request.

This model allows Vertosoft to offer Public Agencies continuous access to an evolving portfolio of innovative and emerging technology solutions, while maintaining alignment with contract scope and requirements.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Vertosoft plans to continue servicing all 50 states, (including the District of Columbia) U.S. territories and outlying areas, as well as applicable Canadian provinces and territories as we do today.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-

store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Vertosoft primarily distributes software licenses and related services and does not utilize physical retail locations or traditional product distribution facilities. All sales are managed directly through Vertosoft's internal sales team and authorized channel partners where applicable.

To ensure Participating Agencies receive accurate Master Agreement pricing, Vertosoft utilizes Salesforce as its Customer Relationship Management (CRM) platform, fully integrated with Configure, Price, Quote (CPQ) functionality. Supplier pricing, including approved discounts under the Master Agreement, is pre-loaded into the CPQ system. This configuration restricts sales personnel from quoting pricing below contractually established minimum discounts, ensuring that all quotes generated remain fully compliant with the Master Agreement pricing requirements. Once a quote is created, it seamlessly converts into an order for accurate and efficient processing.

Participating Agencies may request pricing verification at any time. Vertosoft maintains a comprehensive internal master price file containing all supplier discounts and contract pricing. While Vertosoft does not publicly publish its full product catalog, a pricing matrix listing supplier discounts off list price (organized A–Z) will be made available to OMNIA Partners and Participating Agencies. Upon request, Vertosoft will provide detailed pricing information for any supplier or transaction to support audits and ensure pricing compliance. This process is currently utilized under our existing OMNIA Partners contract and has proven effective in managing the volume and administrative requirements for all parties involved.

As a value-added distributor, Vertosoft facilitates customer access to the software solutions provided by its suppliers. The use of each software product is governed by the applicable End User License Agreement (EULA) or subscription terms issued by the original software supplier. Copies of the applicable EULA or adjacent terms document for each supplier are automatically included with the quotes provided to Participating Agencies and are required to be passed down as part of Vertosoft's standard quoting process to appropriately govern the use of each supplier's solution. A few examples of these terms documents have been included in the Section 6 portion of our response within Bonfire (Folder Ref.: "Supplier term examples")

This controlled quoting environment, paired with verification processes and disclosure of supplier license terms, ensures that Participating Agencies consistently receive accurate, compliant, and contractually aligned pricing and licensing under the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

For each applicable order placed under this contract, the supplier (also known as the OEM or software publisher) will be instrumental in provisioning, activating, or delivering

the licensed product or service directly to the Participating Public Agency, particularly for cloud-based or SaaS solutions.

In cases where physical products are involved, certain suppliers may utilize their own authorized distributors, fulfillment partners, or logistics providers to process and deliver hardware, software keys, or accessories directly to the Participating Agency.

Vertosoft maintains full contract oversight and remains responsible for ensuring contract compliance and fulfillment under the Master Agreement, regardless of which supplier or fulfillment partner may handle delivery activities on an individual order.

Additionally, Vertosoft's Customer Success Management (CSM) team conducts periodic check-ins post-award to ensure delivery and implementation have been completed to the agency's satisfaction. These check-ins help confirm successful onboarding, configuration, and adoption of the solution, as well as timely resolution of any fulfillment or service-related concerns.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Not applicable. Vertosoft is a value-added distributor and reseller focused predominantly on the distribution of software and related services. The majority of products offered under this contract are delivered electronically via digital provisioning, license activation, or cloud-based access directly from the supplier (OEM) to the Participating Public Agency.

Due to the fact Vertosoft primarily distributes software licenses, SaaS subscriptions, cloud services, and professional services, no physical warehouses, distribution facilities, or retail locations are utilized to support fulfillment under this Master Agreement.

All orders are processed and administered centrally through Vertosoft's headquarters located in Leesburg, VA, with remote support provided by our Customer Success and Contracts teams to ensure consistent nationwide service for Participating Public Agencies.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Vertosoft authorizes OMNIA Partners to make all documents related to this submission publicly available, with the exception of our full catalog pricing file (Section 2).

By way of context: under our existing OMNIA Partners contract #01-165, Vertosoft does not provide full catalog pricing in the form of an itemized product-level price list. Instead, we submit a supplier list organized alphabetically by supplier name, which reflects the contractually established discount percentages applied to each supplier's list price. This pricing structure is utilized for several reasons, including protecting the competitive interests of our suppliers, maintaining confidentiality, and managing the complexity and size of the full catalog data, which would be impractical to maintain and publish at a fully itemized level.

This approach provides Participating Agencies with clear visibility into the applicable discount structure for each supplier, while preserving supplier confidentiality and supporting administrative efficiency for both OMNIA Partners and Vertosoft.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Vertosoft is prepared to implement and actively promote the Master Agreement as a contract vehicle available to Public Agencies nationwide. Our 90-day plan is designed to ensure internal alignment, rapid sales enablement, coordinated marketing, and broad national adoption.

Day 0 – Award Notification

- Internal implementation teams are alerted of contract award.
- Kickoff coordination with OMNIA Partners team begins to align on messaging, resources, and launch timelines.

Within First 10 Days – Executive Leadership Endorsement

- Vertosoft executive leadership will endorse the Master Agreement internally as a key contract offering for Public Agencies.
- Organization-wide communications will be issued outlining contract benefits, sales enablement resources, and program expectations.
- Executive leadership will engage with OMNIA Partners to establish shared objectives, success metrics, and coordinated launch efforts.

Within First 14 Days – Public Announcement

- A co-branded press release will be issued jointly with OMNIA Partners to announce the award and its benefits.

Within First 30 Days – Web Launch & Resource Availability
Vertosoft will launch a dedicated contract webpage featuring:

- Master Agreement documents for compliance
- List of available solutions
- Program details and eligibility information
- Marketing collateral
- Dedicated toll-free support number and email address
- Direct links to OMNIA Partners resources

Within First 60 Days – Targeted Outreach & Education

- Social media campaigns will be launched across Vertosoft channels to increase awareness surrounding contract award.
- Vertosoft’s network, including suppliers, partners, customers, and more, will be notified and provided with messaging to support promotion of the contract to public sector customers.

Within First 90 Days – Sales Training & Partner Engagement

- Vertosoft will conduct internal sales training for its public sector sales force, led by executive leadership.
 - Training will cover contract details, quoting processes, eligible customer types, and positioning strategies.
- Vertosoft sales team members will leverage the internal training and resources provided to educate the awarded suppliers they support. This supplier education will include, but is not limited to, the benefits of cooperative purchasing, recommended messaging to use when presenting the contract to prospective customers, and guidance on how to incorporate the Master Agreement into their internal quoting and sales processes.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Provide Supplier’s logo, content and keywords for OMNIA Partners website contract search and ecommerce platform

Within the 10 ten days of award, Vertosoft will provide OMNIA Partners with all required materials to ensure full visibility of the contract on OMNIA’s website, contract search tools, and ecommerce platform. This includes Vertosoft’s company logo, approved marketing content, supplier descriptions, product and service details, and carefully selected keywords that optimize search functionality for Participating Public Agencies. Submission of this content will allow agencies to quickly locate Vertosoft’s Master Agreement and access key information on available solutions and contract benefits.

ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications

Within 14 days of award, Vertosoft will issue a co-branded press release in partnership with OMNIA Partners, officially announcing the Master Agreement award to the marketplace. The press release will be distributed widely to Public Agencies, existing customers, trade publications, and public sector media outlets. Simultaneously, Vertosoft will activate targeted social media campaigns across its digital channels, partner networks, and public sector communities to further amplify awareness and highlight the availability of the contract as a cooperative purchasing option.

iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Within thirty days of contract award, Vertosoft will publish a dedicated webpage on its corporate website to serve as a comprehensive resource for Participating Public Agencies. This webpage will include OMNIA Partners' standard logo, a copy of the original Request for Proposal, the executed Master Agreement and any amendments, detailed summaries of supplier offerings and pricing structures, program eligibility information, frequently asked questions, and co-branded marketing materials. In addition, the page will feature a dedicated toll-free phone number and email address to support inquiries from Participating Agencies and will include a direct link to OMNIA Partners' website for seamless navigation between both platforms. The webpage will remain actively maintained and updated throughout the term of the agreement.

iv. Design, publication and distribution of co-branded marketing materials within first 90 days

In collaboration with OMNIA Partners, Vertosoft will design, produce, and distribute co-branded marketing materials within the first ninety days following award. These materials will include brochures, one-page summaries, presentation slide decks, and sales tools tailored for use by both Vertosoft sales staff and supplier partners. The collateral will be used in agency meetings, industry conferences, partner engagements, webinars, and other outreach activities to consistently reinforce contract messaging, promote the benefits of cooperative purchasing, and educate Public Agencies on the ease of utilizing the Master Agreement.

v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Vertosoft is fully committed to attending and participating alongside OMNIA Partners at major national conferences such as the NIGP Annual Forum and NPI

Conference, as well as regional NIGP Chapter Meetings, Regional Cooperative Summits, supplier-specific trade shows, and industry events throughout the full term of the Master Agreement. Participation in these events allows Vertosoft to engage directly with Public Agencies, share contract benefits, provide educational opportunities, and strengthen relationships across multiple public sector markets.

vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)

Throughout the duration of the Master Agreement, Vertosoft will maintain a sustained marketing and promotion strategy to ensure continuous visibility and utilization of the contract. This includes the development of case studies, customer success stories, and testimonials highlighting agency experiences with the contract; hosting of webinars and training sessions for Public Agencies; ongoing updates and distribution of marketing collateral as supplier offerings evolve; participation in OMNIA Partners webinars and cooperative marketing initiatives; and placement of advertisements and sponsored content in relevant public sector trade publications. Vertosoft's continued outreach efforts will help drive awareness, adoption, and long-term value for Participating Public Agencies utilizing the Master Agreement.

vii. Dedicated OMNIA Partners page on Supplier's website with:

- **OMNIA Partners standard logo;**
- **Copy of original Request for Proposal;**
- **Copy of Master Agreement and amendments between Principal**
- **Procurement Agency and Supplier;**
- **Summary of Products and pricing;**
- **Marketing Materials**
- **Electronic link to OMNIA Partners' website;**
- **A dedicated toll-free number and email address for OMNIA Partners**

Within First 30 Days – Web Launch & Resource Availability

Vertosoft will launch a dedicated contract webpage featuring:

- Master Agreement documents for compliance
- List of available solutions
- Program details and eligibility information
- Marketing collateral
- Dedicated toll-free support number and email address
- Direct links to OMNIA Partners resources

Additionally, Vertosoft does this today for our existing OMNIA Partners contract (#01-165) and can be seen here as a testimonial to our commitment to providing the same level of support in the event of an award. Link: <https://vertosoft.com/ncpa-omnia-partners/>

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Given that Vertosoft currently holds an existing OMNIA Partners contract, we anticipate that transitioning existing Public Agency customers to the new Master Agreement in the event of an award will be a feasible process.

Our sales and contract teams have already been fully trained in utilizing OMNIA Partners as a preferred cooperative vehicle, and many of our teams actively rely on this contract today to efficiently serve public sector customers. With contract education already in place, Vertosoft is well-positioned to assist Participating Public Agencies in smoothly adopting the new Master Agreement upon successful award.

Vertosoft will work closely with Participating Public Agencies to provide contract education, assist with the transition, and ensure proper alignment to the new contract terms and structure. This proactive approach will help ensure a smooth and seamless transition for both existing and new customers under the national Master Agreement.

Full list of the cooperative contracts Vertosoft supports today:

- OMNIA Partners -- 01-165
- Texas DIR – DIR-CPO-5327
- Sourcewell – 060624-VTO
- TIPS – 250106, 230601, and 220105
- BuyBoard – 692-23

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Yes, Vertosoft authorizes OMNIA Partners to utilize its logo(s) for branding and marketing purposes. We also acknowledge that use of the OMNIA Partners logo will require permission for reproduction and will work through the proper channels to gain such approval.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. **Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. **Best government pricing**
- iii. **No cost to participate**
- iv. **Non-exclusive**

Vertosoft confirms it will actively promote its goods and services to Public Agencies nationwide and respond promptly to leads provided by OMNIA Partners. Our contracts as well as sales team is experienced with cooperative contract programs and understands the importance of consistent, proactive outreach to maximize contract utilization.

Existing internal processes ensure timely engagement with prospects and effective management of opportunities.

All sales materials will include the OMNIA Partners logo and clearly communicate the core benefits of the Master Agreement, including its competitive solicitation and public award by a Principal Procurement Agency, best government pricing, no participation cost, and non-exclusive nature.

Vertosoft confirms and agrees to continue communicating the contract benefits identified in Section F, subparts i–iv, when engaging with Participating Public Agencies.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement**
- ii. Working knowledge of the solicitation process**
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. Knowledge of benefits of the use of cooperative contracts**

Vertosoft confirms that its sales force will be fully trained on the contents of the Master Agreement. We have internal training resources and established processes in place today that ensure our sales team is thoroughly equipped to support this effort, which include the overarching topics outlined above in Section G, subparts i–iv. Additionally, Vertosoft will use a potential award under this agreement as an opportunity to further enhance internal education, supporting ongoing contract expansion and customer growth.

Vertosoft's sales team also draws on extensive prior cooperative contract experience, allowing for seamless integration of this training into ongoing sales activities and ensuring knowledgeable engagement with Public Agencies throughout the contract term.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support

Jay Colavita, President
Email: Jay@vertosoft.com
Phone: 703-568-4703

- ii. Marketing

Mary Dawson, Government Marketing Manager
Email: mary@vertosoft.com

Phone: 703-298-5052

iii. Sales

Josh Slattery, Vice President of Technology Sales

Email: jslattery@vertosoft.com

Phone: (703) 915-7856

iv. Sales Support

Nur Rahman, Director of Operations

Email: nur@vertosoft.com

Phone: 571-707-4133

v. Financial Reporting

Kevin Kaldes, Government Contract Specialist

Email: contracts@vertosoft.com

Phone: 703-479-9473

vi. Accounts Payable

Hannah Xiu, CFO

Email: ap@vertosoft.com

Phone: (571) 216-2502

vii. Contracts

**Ashlianne Shigley, Government Contracts Program
Manager**

Email: ashlianne.shigley@vertosoft.com

Phone: 571-799-9578

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Vertosoft's sales organization is structured to support national cooperative contracts through a combination of direct sales, channel management, and customer success functions, all focused on serving public sector customers across federal, state, and local government.

The sales organization is led by Josh Slattery, Vice President of Technology Sales, who has executive responsibility for the overall performance, strategy, and management of Vertosoft's sales team.

Sales Executive Contact:

Josh Slattery, Vice President of Technology Sales

Email: jslattery@vertosoft.com

Phone: (703) 915-7856

Vertosoft's sales team includes dedicated sales managers, account managers, inside sales representatives, sales development representatives, and more, who are trained to support Participating Public Agencies nationwide under the OMNIA Partners Master Agreement. The team is further supported by Vertosoft's contracts, operations, marketing, and IT teams to ensure compliance with all cooperative purchasing requirements.

J. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Vertosoft remains committed to strengthening its collaborative partnership with OMNIA Partners in support of the national program's successful implementation, expansion, and service delivery. Our approach emphasizes proactive coordination, clear communication, and mutual alignment on program goals to ensure long-term value to participating agencies.

1. Implementation Framework

Upon contract activation, Vertosoft and OMNIA Partners will work together to ensure a smooth and efficient program launch:

- Collaborative Onboarding: Vertosoft will participate in OMNIA Partners' established onboarding process to ensure contract details, processes, and resources are fully aligned and accessible to all stakeholders.
- Sales Team Training: Vertosoft will deliver training sessions to internal sales staff and channel partners to ensure a thorough understanding of OMNIA Partners' cooperative contract structure, eligible participants, pricing, and contract benefits.
- Marketing Resource Development: Vertosoft will collaborate with OMNIA Partners to create co-branded marketing collateral, sales tools, and promotional materials to support outreach and drive awareness of the contract.

2. Joint Growth Strategy

Vertosoft and OMNIA Partners will engage in ongoing collaboration to identify and pursue growth opportunities through:

- Sales Coordination: Vertosoft's sales leadership will work directly with OMNIA Partners representatives to share market intelligence, coordinate sales strategies, and support joint customer engagement efforts.
- Targeted Outreach Campaigns: Vertosoft will leverage OMNIA Partners' extensive membership base to conduct targeted marketing campaigns, webinars, and educational sessions designed to promote contract utilization and demonstrate value to participating agencies.
- Lead Sharing and Pipeline Management: Both teams will maintain open lines of communication to share leads, monitor opportunity pipelines, and ensure appropriate resource allocation to support public sector entities effectively.

1. Ongoing Program Servicing

Vertosoft is committed to providing responsive and effective support to OMNIA Partners and its members, including:

- Sales Support and Customer Engagement: Vertosoft's sales and contracts teams will remain actively engaged to provide real-time support for customer inquiries, pricing requests, and contract-related assistance.
- Reporting and Performance Tracking: Vertosoft will submit regular sales reports and performance metrics as required to OMNIA Partners, providing visibility into contract utilization and identifying trends for potential growth areas.
- Feedback and Continuous Improvement: Vertosoft welcomes ongoing feedback from OMNIA Partners and participating entities to refine processes, address challenges, and continuously improve service delivery under the national program.

4. Commitment to Partnership Success

Vertosoft values the partnership with OMNIA Partners as a key component of our public sector strategy. We are committed to maintaining open, transparent communication, alignment on mutual goals, and ensuring public agencies have consistent, reliable access to innovative technology solutions through the OMNIA Partners cooperative contract.

K. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Vertosoft has a proven track record successfully managing national cooperative programs and will apply that experience to ensure full compliance, growth, and operational excellence throughout the term of the Master Agreement with OMNIA Partners. The following outlines our comprehensive approach:

1. Ongoing Coordination of Marketing and Sales Efforts

Vertosoft maintains an active and evolving marketing and sales strategy designed to continually expand program awareness and customer engagement. This includes:

- Hosted Events & Webinars: We regularly organize events, webinars, and educational sessions targeted toward current and prospective public agency customers to highlight contract benefits and new solution offerings.
- Content Development: Vertosoft produces original marketing content including blogs, case studies, solution briefs, and targeted outreach materials to help drive awareness and support customer decision-making.
- Sales Team Engagement: Our sales team possesses direct experience with cooperative contract programs and maintains a deep understanding of the processes to engage with eligible participating public agencies. Sales staff are fully trained in program eligibility, access verification, and contract-specific guidelines, ensuring efficient onboarding of new agencies and full program compliance.

2. Timely New Participating Public Agency Account Set-Up

Vertosoft's sales and operations teams proactively manage the setup of new Participating Public Agency accounts by:

- **Pre-Sale Eligibility Checks:** Prior to engagement, our sales team verifies agency eligibility and confirms access to the OMNIA Partners program, leveraging their extensive knowledge and prior contract experience.
- **Streamlined Onboarding:** Once eligibility is confirmed, our teams initiate timely account creation, leveraging established internal processes that ensure rapid setup with minimal administrative burden on the agency.
- **Ongoing Process Optimization:** Vertosoft continuously evaluates and refines its onboarding processes to ensure a smooth and consistent experience for new agency participants.

3. Contract Administration and Reporting

Vertosoft employs a disciplined and proactive approach to contract management and reporting:

- **Automated Transaction Reporting:** Our reporting system is directly integrated with our CRM and ERP, allowing for automated data extraction to generate accurate, timely, and consistent sales reports. This automation minimizes the potential for human error and ensures that reporting obligations are met in full compliance with contract requirements.
- **On-Time Submissions:** Vertosoft has a consistent record of timely reporting across all existing cooperative contract programs and will maintain this high standard throughout the term of the Master Agreement.
- **Dedicated Contract Management Oversight:** Vertosoft's contracts team actively monitors contract requirements, ensuring that all administrative obligations, including reporting, compliance certifications, and updates, are completed accurately and on schedule.

4. Continuous Program Management Throughout Contract Term

Vertosoft's program management is not static, we remain committed to continuous improvement throughout the term of the Master Agreement by:

- Regularly reviewing program performance data with internal stakeholders.
- Proactively collaborating with OMNIA Partners on growth initiatives, targeted marketing campaigns, and strategic outreach opportunities.
- Remaining highly responsive to OMNIA Partners, Participating Public Agencies, and prospective clients with timely, professional service and support.

L. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Vertosoft's total sales in 2024 were \$219,477,008. Our Top 10 customers (by total price) are as follows:

1. Defense Logistics Agency (DLA) -- \$9,353,736.98
2. Air Force Life Cycle Management Center (AFLCMC) -- \$7,097,617.73
3. Department of Housing and Urban Development (HUD) -- \$6,648,750.36

4. Customs And Border Protection (CBP) -- \$6,150,490.66
5. General Services Administration (GSA) -- \$4,691,562.10
6. Department of Justice (DOJ) -- \$4,127,710.11
7. State of West Virginia -- \$3,973,016.24
8. Amtrak -- \$3,935,256.30
9. Defense Security Cooperation Agency (DSCA) -- \$3,645,891.00
10. Centers for Medicare & Medicaid Services (CMS) -- \$3,577,103.23

M. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Vertosoft utilizes an integrated set of enterprise systems to manage the full order lifecycle, from quoting and order processing through payment receipt and reconciliation. These systems are designed to ensure accuracy, efficiency, and transparency for both Vertosoft and its Public Agency customers.

Quoting and Order Processing:

Vertosoft uses Salesforce as its CRM, which is integrated with the CPQ (Configure, Price, Quote) functionality to generate accurate and compliant quotes based on approved, pre-loaded contract pricing. With these tools, quotes are able to seamlessly transition into orders for efficient, accurate processing.

Order Management and Financials:

Orders are processed and managed through Vertosoft's ERP platform, Oracle NetSuite, which handles order fulfillment, invoicing, payment application, and financial reporting. NetSuite provides real-time visibility into order status, billing, and payment activity.

Payment Processing:

Vertosoft's preferred and standard method of payment is ACH (Automated Clearing House) electronic transfer, which ensures secure, efficient, and timely payment processing. Credit card payments are also accepted and processed through Stripe, however, credit card transactions are subject to a 3% processing fee. This additional fee is clearly noted at the bottom of our CPQ-generated quotes, where standard language is included to disclose applicable credit card fees. All payments are fully reconciled within NetSuite to maintain accurate financial records.

Integration and Data Management:

Salesforce CRM/CPQ and NetSuite ERP are fully integrated, allowing for automated data flow between sales, operations, and finance teams. This integration reduces manual entry, minimizes errors, and supports timely reporting for both internal management and external contract reporting.

Customer Communication and Reporting:

Vertosoft provides proactive communication throughout the order lifecycle, including order confirmations, delivery updates, invoicing, and payment status.

Customized reporting is available to meet specific agency or contract requirements.

Limitations:

While Vertosoft’s systems are highly integrated and automated, certain customer-specific platforms or unique procurement requirements may require some manual coordination. In these cases, Vertosoft follows documented processes to ensure continuity and accuracy.

Through this integrated set of systems, Vertosoft delivers a reliable, efficient, and flexible order management process designed to support the unique needs of Public Agencies.

[Redacted text block]

[Redacted text block]

[Redacted text block]

O. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement,**

and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Vertosoft is committed to providing Public Agencies with flexible, compliant, and competitively priced procurement options under the Master Agreement. Our approach under each scenario is as follows:

- i. Use Master Agreement pricing whenever possible;
We will default to using the Master Agreement pricing in our responses whenever it's accepted. This allows agencies to benefit from pre-negotiated pricing and a streamlined procurement process. These sales are always reported as Contract Sales to OMNIA Partners.
- ii. Offer lower pricing if needed to stay competitive;
If the situation calls for more competitive pricing, we're able to offer pricing below the Master Agreement rates while still using the contract. We make it clear in our response that this is based on the Master Agreement, and all sales are still reported to OMNIA Partners.
- iii. Only propose higher pricing if the agency won't use the Master Agreement;
In rare cases where a Public Agency chooses not to use the Master Agreement, we may respond with separate pricing outside of the contract. In those situations, the sales wouldn't be reported to OMNIA Partners.
- iv. Submit multiple options when allowed;
When a solicitation permits, we may submit multiple proposals — one using the Master Agreement pricing, and others reflecting any alternate pricing requested by the agency. This ensures the agency has full visibility into all available options, including the benefits of using the Master Agreement.

- 2. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.**

Vertosoft will sign and execute upon contract award.

- 3. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Completed, signed documents have been submitted within folder for this Section (3) within Bonfire.

- 4. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).**

Participating Agencies may submit orders via email using purchase orders, or through Vertosoft's sales team leveraging Salesforce CPQ for accurate contract-compliant quotes. Order processing, tracking, and invoicing are managed through NetSuite, which maintains full order history and real-time status visibility. Customized order reports are available upon request.

- 5. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.**

Vertosoft works closely with its network of supplier partners and manufacturers to coordinate timely fulfillment of orders. Delivery timelines are typically based on manufacturer or distributor lead times. Vertosoft maintains consistent communication throughout the fulfillment process to ensure agencies are informed of expected delivery schedules and promptly notified of any updates or delays.

- 6. Describe how supplier responds to emergency orders.**

Vertosoft prioritizes emergency orders and works closely with suppliers to expedite processing and fulfillment. Upon receiving an emergency request, Vertosoft immediately engages its internal teams, predominantly our customer success team, as well as supplier contacts to assess available inventory, expedite order entry, and coordinate accelerated shipment where possible. Vertosoft maintains close communication with the Participating Agency throughout the process to ensure timely updates and resolution.

- 7. What is supplier's average Fill Rate?**

The majority of Vertosoft's transactions under this contract involve fulfillment of software licenses, SaaS subscriptions, or electronically delivered solutions, which are typically processed and delivered immediately upon order completion without physical inventory limitations. For orders involving tangible products, Vertosoft works closely with its supplier partners to ensure full fulfillment based on real-time product availability. Vertosoft proactively communicates with Participating Agencies to minimize backorders or partial shipments and ensure timely, complete fulfillment.

8. Describe supplier's return and restocking policy.

As a reseller, Vertosoft's return and restocking policies are generally governed by the policies of the underlying manufacturers, publishers, or suppliers. Vertosoft will work with Participating Agencies to facilitate returns where allowable under supplier guidelines, subject to any applicable restocking fees, return authorizations, or manufacturer return windows. Due to the nature of software licenses, SaaS subscriptions, and electronic deliveries, returns on these items are typically limited or not permitted once delivered or activated.

9. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

As a reseller, Vertosoft passes through all manufacturer and publisher warranties directly to Participating Agencies. Warranty terms, service levels, and product life expectancy are governed by the original supplier. Vertosoft will assist agencies in coordinating warranty claims, repairs, or replacements in accordance with supplier policies.

10. Describe any extended warranty programs or service maintenance programs.

Extended warranty and service maintenance programs are offered based on the availability of such programs from the original manufacturers or publishers. Vertosoft facilitates the purchase and management of these programs where offered by its supplier partners but does not provide separate extended warranties or service programs directly.

11. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

Vertosoft provides responsive customer service through a dedicated customer support team available Monday through Friday, 9:00 AM to 5:00 PM (Eastern Time), excluding federal holidays. Customer inquiries and service requests will be acknowledged and responded to within one (1) business day. Vertosoft assigns appropriate personnel to

resolve issues in coordination with suppliers, ensuring timely and accurate resolution. In addition, Vertosoft's sales team maintains unique email aliases for each supplier they support, allowing seamless task routing and ensuring efficient handling of requests and timely follow-up. Support is available via email, phone, and direct engagement with account management teams.

12. Describe supplier's contract implementation/customer transition plan.

Upon receiving a reward, Vertosoft will activate a structured implementation plan to ensure a smooth transition and immediate contract availability for Participating Agencies. This includes internal team briefings, executive leadership endorsement, joint coordination with OMNIA Partners, development of co-branded marketing materials, and launch of a dedicated contract webpage. Vertosoft provides training for sales and supplier partners to ensure correct quoting, contract usage, and customer support. Throughout the transition, Vertosoft commits to maintaining clear communication with agencies to assist with onboarding, addressing questions, and facilitating contract adoption.

13. Describe the financial condition of supplier.

Vertosoft is a financially stable, privately held organization with sound financial management and a consistent history of responsible fiscal operations. Vertosoft has no known material financial liabilities or conditions that would negatively affect its ability to perform under this contract. Financial statements or additional financial documentation can be provided upon request under appropriate confidentiality provisions

14. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Vertosoft's corporate website is available at <https://www.vertosoft.com>, which provides information about the company's solutions, suppliers, and public sector focus. The website is available 24/7 for informational purposes. Ordering, invoicing, and reporting are coordinated through Vertosoft's internal systems and direct interaction with our staff rather than a self-service portal. Return requests are handled on a case-by-case basis in accordance with the individual return policies of Vertosoft's suppliers. Participating Agencies receive dedicated support throughout the ordering and fulfillment process, and reporting or order status updates are able to be provided upon request.

15. Describe the supplier's safety record.

As a reseller of software, SaaS solutions, and related services, Vertosoft's operations do not involve physical manufacturing, warehousing, or product handling activities that would typically generate reportable safety incidents. As such, Vertosoft has no reportable safety violations or incidents and maintains a clean safety record.

16. Describe technology used to support the contract.

Software and SaaS Solutions
Vertosoft LLC

RFP 25-S940
June 19th, 2025

Vertosoft utilizes a fully integrated technology stack to support contract management, order processing, customer support, and more. We utilize Salesforce for our CRM, which is integrated with CPQ (Configure, Price, Quote) to generate accurate contract-compliant quotes and manage customer accounts. NetSuite ERP handles order processing, invoicing, payment application, and financial reporting. Stripe is used to securely process credit card payments when applicable. These systems are integrated to ensure accurate data flow, minimize manual processing, and support timely reporting for both internal management and contract compliance.

17. Provide any additional information relevant to this section.

N/A

C. References and Experience

1. Provide a brief history of the supplier, including year it was established and corporate office location.

Vertosoft was established in 2016 and is headquartered in Leesburg, Virginia. Since its founding, Vertosoft has focused exclusively on delivering emerging technology solutions to the public sector. As a value-added technology distributor, Vertosoft partners with innovative software companies to provide federal, state, and local government agencies access to cutting-edge software and services through streamlined procurement channels. Vertosoft's specialized expertise, cooperative contract experience, and commitment to customer success have enabled the company to serve a growing network of public sector agencies across the United States.

2. Describe supplier's reputation in the marketplace.

Vertosoft has built a strong reputation in the public sector marketplace as a trusted technology distributor known for its focus on emerging software solutions, operational excellence, and customer service. Vertosoft is recognized for its ability to successfully bridge innovative technology providers with government agencies, offering a streamlined procurement experience while ensuring compliance with public sector requirements.

Vertosoft's ISO 9001:2015 certification reflects its commitment to quality management and continuous improvement across all aspects of its operations. Public agencies, suppliers, and technology providers consistently recognize Vertosoft for its responsiveness, accuracy in contract administration, and its ability to simplify complex procurement processes. This reputation has led to longstanding relationships with a diverse and growing portfolio of technology suppliers, as well as successful participation in multiple cooperative contracts serving agencies nationwide. A copy of our ISO 9001:2015 certificate has been uploaded to Section 6 under the "Additional Attachments" subfolder within Bonfire.

3. Describe supplier's reputation of products and services in the marketplace.

Vertosoft represents a carefully curated portfolio of innovative and emerging technology suppliers, offering products and services that are highly regarded across the public sector marketplace. Vertosoft's approach is to selectively partner with technology companies that deliver proven, cutting-edge solutions tailored to meet the evolving needs of government agencies. This approach allows Vertosoft to provide customers with highly specialized expertise and solutions that address complex mission requirements.

The suppliers Vertosoft supports are recognized for their technological leadership in verticals such as Artificial Intelligence, Data Analytics, Cybersecurity, Cloud Computing, Business Applications, and related technology sectors. Vertosoft's commitment to providing agencies with reliable access to these leading-edge solutions, combined with its

focus on responsive customer service and efficient contract administration, has resulted in strong, trusted relationships with both its supplier partners and public sector customers.

4. Describe the experience and qualification of key employees.

The key personnel listed in our submission for *Section 3, Subsection H*, who will be involved in the day-to-day operations of this contract in the event of a successful award, have extensive experience supporting public sector organizations, which is the core focus of Vertosoft's business. The entirety of our leadership team and the majority of our staff have dedicated their careers to working in the government sector, delivering technology solutions that address the specific missions, operational needs, and regulatory requirements of public agencies. Collectively, Vertosoft's leadership team brings nearly 150 years of combined experience in public sector support and emerging technology solutions. This depth of experience allows Vertosoft to anticipate agency needs, efficiently manage procurement requirements, and deliver timely, effective solutions that fully support public sector missions.

5. Describe supplier's experience working with the government sector.

Vertosoft exclusively serves the public sector, with a primary focus on supporting federal, state, and local public agencies. Since its founding, Vertosoft has built longstanding relationships with government customers by facilitating access to emerging technology solutions through cooperative contracts and streamlined procurement vehicles. Vertosoft has extensive experience navigating public sector procurement requirements, contract administration, and regulatory compliance, ensuring that agencies can efficiently acquire and implement innovative software solutions that support their unique missions.

Through its work with a diverse and growing portfolio of technology suppliers, Vertosoft continues to provide public sector customers with cutting-edge solutions across areas such as Artificial Intelligence, Business Applications, Cloud Computing, Cybersecurity, Data Analytics, and other technology verticals. Vertosoft's exclusive focus, deep market knowledge, and commitment to government customers have earned the company a strong reputation as a trusted and reliable technology distributor in the public sector marketplace.

6. Describe any social diversity initiatives.

Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of services and resale partners that Vertosoft works with around the country that are either minority, women owned, service-disabled veteran, certified 8(a), or HUB Zone companies. These partners comply with our software supplier's diversity programs and help public sector agencies meet their own goals for diversity.

7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Vertosoft has no history of litigation, bankruptcy, reorganization, or state investigations involving the company or any of its current officers and directors.

8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

To protect the privacy and confidentiality of our customers, Vertosoft does not provide customer reference information as part of initial proposal submissions. However, if Vertosoft is down selected for a potential award, we would be happy to work directly with OMNIA Partners to provide any reference information or additional supporting materials that we are able to share and that may be requested during the final evaluation stages.

9. Region 14 ESC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any submitting a proposal.

Accepted.

10. Provide any additional information relevant to this section.

N/A

D. Value Added Products/Services

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

Vertosoft delivers significant value add to Participating Agencies by pairing its innovative software portfolio with a comprehensive suite of technical, customer support, training, and marketing services tailored to the needs of the public sector.

- **Pre-Sales Engineering Support:** Vertosoft's Account Managers are trained pre-sales specialists, supported by dedicated technical experts who specialize in key technology verticals such as Artificial Intelligence, Big Data & Analytics, Cloud Computing, Cybersecurity, and more. These resources provide valuable technical guidance to help agencies identify and procure the most effective solutions for their mission needs.
- **Customer Success Management:** Vertosoft assigns a dedicated Customer Success Manager (CSM) to support OMNIA Partners Participating Agencies. CSMs assist with software entitlement management, customized reporting completed in conjunction with our Sales Operations team, service desk support, and technical advisory check-ins to ensure ongoing customer satisfaction.
- **Training and Education:** Vertosoft, in collaboration with its suppliers, offers a variety of training programs tailored to each software solution. Training options include standardized product training, advanced and specialized training, and fully customizable training solutions to meet the specific needs of each agency. Training may be provided at no cost or on a fee-for-service basis depending on scope and complexity.
- **Marketing and Awareness Campaigns:** Upon contract award, Vertosoft will implement targeted marketing efforts, including press releases, dedicated contract websites, email campaigns, social media outreach, and hosted events to educate and engage public sector customers. Vertosoft also maintains a strong physical presence at national and regional public sector conferences, trade shows, and industry events, providing opportunities for direct engagement with current and prospective customers.
- **Secure Software Supply Chain:** Vertosoft works with its suppliers to provide transparency through Software Bills of Materials (SBOM), supporting federal cybersecurity directives and helping agencies manage software supply chain risk.

These comprehensive offerings are designed to maximize contract utilization, simplify procurement, and deliver long-term value and satisfaction to Participating Agencies.

2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.

Vertosoft primarily distributes software licenses and related services. At this time, Vertosoft does not offer physical equipment, used equipment, parts, accessories, service and repair, or trade-in programs as part of this contract offering. Vertosoft's portfolio is primarily focused on emerging software solutions and services. Should future opportunities arise to expand offerings that align with the contract scope, Vertosoft will work with OMNIA Partners to incorporate any such additions in accordance with contract terms and requirements.

3. Describe any equipment reconditioning and recertification offerings.

The vast majority of Vertosoft's offerings consist of software licenses and related services. In limited cases, Vertosoft may offer certain physical hardware products, which represent a small portion of overall sales. At this time, Vertosoft does not maintain any internal reconditioning or recertification programs. Any supplemental hardware products offered are provided through Vertosoft's supplier partners and are subject to the supplier's terms, conditions, and available support offerings. Should any future need for equipment reconditioning or recertification arise, Vertosoft will coordinate with its suppliers as well as OMNIA Partners to meet applicable customer and/or contractual requirements.



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT A

DATE (MM/DD/YYYY)

3/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030 | CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 703-667-5940 E-MAIL ADDRESS: certs@preferins.com | | FAX (A/C, No): 703-991-4838 | | | | | | | | | | | | | |
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| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance</td> <td>20508</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Valley Forge Insurance | 20508 | INSURER B: Continental Casualty Company | 20443 | INSURER C: Continental Insurance Company | 35289 | INSURER D: Arch Specialty Insurance Company | 21199 | INSURER E: | | INSURER F: |
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| INSURER E: | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | |
| INSURED Vertosoft LLC 1602 VILLAGE MARKET BLVD SE STE 320 Leesburg VA 20175 | VERTLLC-01 | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 623723740 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 7013025936 | 12/1/2024 | 12/1/2025 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7013025936 | 12/1/2024 | 12/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 7013027489 | 12/1/2024 | 12/1/2025 | EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 7013027475 | 12/1/2024 | 12/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | Tech E&O/Cyber/Media Liability | | | C-4LRC-103259-CYBER-2025 | 2/15/2025 | 12/1/2025 | Each Claim/Aggregate 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

7013025936



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL UMBRELLA PLUS COVERAGE PART

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured identified under **SECTION II – WHO IS AN INSURED** of this policy.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

1. Insuring Agreement

We will pay on behalf of the insured those sums in excess of "scheduled underlying insurance," "unscheduled underlying insurance" or the "retained limit" that the insured becomes legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

a. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "incident" anywhere in the world;
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) With respect to "bodily injury" or "property damage" that continues, changes or resumes so as to occur during more than one policy period, both of the following conditions are met:
 - (i) Prior to the policy period, no "authorized insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part; and
 - (ii) During the policy period, an "authorized insured" first knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

For purposes of this Paragraph (1) a.(3) only, if (a) "bodily injury" or "property damage" that occurs during this policy period does not continue, change or resume after the

termination of this policy period; and (b) no "authorized insured" first knows of this "bodily injury" or "property damage" until after the termination of this policy period, then such first knowledge will be deemed to be during this policy period.

- b. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "authorized insured" includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "authorized insured":
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand, claim or "suit" for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. This insurance applies to "personal and advertising injury" caused by an "incident" committed anywhere in the world during the policy period.

If we are prevented by law, statute or otherwise from paying on behalf of the insured, then we will indemnify the insured for those sums that the insured is legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

2. Exclusions

This Insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property. This exclusion does not apply to Employers Liability claims for "bodily injury" covered by "scheduled underlying insurance."

b. Contractual Liability

"Bodily injury," "property damage" or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the

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assumption of liability in a contract or agreement. This exclusion does not apply to liability for "ultimate net loss":

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. "Personal and advertising injury" Exclusions

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of the insured;
- (5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (8) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan;

- (9) Committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of websites for others; or
 - (c) An Internet search, access, content or service provider;

However, this exclusion does not apply to paragraphs **10. a., b. and c.** of "personal and advertising injury" under **SECTION V – DEFINITIONS**;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- (10) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or
- (11) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a:

- (1) Workers' compensation;
- (2) Disability benefits; or
- (3) Unemployment compensation law or any similar law.

e. Employers Liability

"Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply:

- (1) To liability assumed by the insured under an "insured contract"; or
- (2) Only to the extent that coverage is provided by "scheduled underlying insurance."

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

(e) That are, or that are contained in property that is:

(i) Being transported or towed by, or handled for movement into, onto or from a covered "automobile";

(ii) Otherwise in the course of transit;

(iii) Being stored, disposed of, treated or processed in or upon the covered "automobile";

(f) Before the "pollutants" or property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "automobile"; or

(g) After the "pollutants" or property in which the "pollutants" are contained are moved

from the covered "automobile" to the place where they are finally:

(i) Delivered;

(ii) Disposed of; or

(iii) Abandoned

by the insured.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraph (e)(iii) does not apply to fuels, lubricants, fluids, exhaust, gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "automobile" or its parts if the "pollutants" escape or are discharged, dispersed or released directly from an "automobile" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants."

Subparagraphs (f) and (g) do not apply if the "pollutants" or property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "automobile" and the discharge, dispersal, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

(2) "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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- (3) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

g. Watercraft

"Bodily injury" or "property damage" arising out of the:

- (1) Ownership;
- (2) Maintenance;
- (3) Use; or
- (4) Entrustment to others

of a "watercraft" owned or operated by or rented or loaned to an insured. Use includes operation or "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A "watercraft" while ashore on premises you own or rent;
- (2) A "watercraft" you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge; or
- (3) Liability assumed under an "insured contract" for the ownership, maintenance or use of "watercraft."

h. Aircraft

The ownership, maintenance, operation, use, entrustment to others or "loading or unloading" of any "aircraft":

- (1) Owned by an insured; or
- (2) Chartered without crew by an insured or on an insured's behalf.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "aircraft" that is owned or operated by or rented or loaned to any insured.

i. War

Any liability arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. Damage to your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to you Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. E.R.I.S.A.

Liability for alleged or actual violations of the Employees Retirement Income Security Act of 1974 or any amendments or additions thereto.

p. Directors and Officers

Liability for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director or officer of an organization.

q. Uninsured/Underinsured Motorist and Similar Laws

Liability imposed on the insured under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

r. Electronic Data

Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

s. Nonemployment Related Discrimination

To any alleged or actual nonemployment related discrimination committed intentionally against a person.

t. Asbestos

- (1) "Bodily Injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened exposure at any time to "asbestos"; or
- (2) Any loss, cost or expense that may be awarded or incurred:
 - (a) By reason of a claim or "suit" for any such injury or damage; or
 - (b) In complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of "asbestos."

u. Fungi and Microbes

- (1) "Bodily injury," "property damage" or "personal and advertising injury," which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi or microbes"; or
- (2) Any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of "fungi or microbes" by any insured or by anyone else.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

v. Silica

- (1) "Bodily injury" arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of "silica;" or

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(2) "Personal and advertising injury" or "property damage" arising in whole or in part out of the actual, alleged or threatened presence of "silica."

w. Named Insured vs. Named Insured

Any liability arising out of claims or "suits" by a named insured against another named insured.

x. Employment Related Practices

Any liability arising out of:

- (1) A refusal to employ;
- (2) Termination of employment;
- (3) Demotion, evaluation, reassignment, discipline;
- (4) Coercion, defamation, discrimination, harassment or humiliation; or

any other employment related practices, policies, acts or omissions.

y. Terrorism Limitation

"Bodily injury" or "property damage" arising out of any act of terrorism, unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

z. Liquor Liability Limitation

"Bodily injury" or "property damage" for which an insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

aa. Auto and Mobile Equipment Limitation

Any liability arising out of the:

- (1) Ownership;
- (2) Maintenance;
- (3) Use; or
- (4) Entrustment to others

of an "automobile" or "mobile equipment" owned or operated by or rented or loaned to an insured unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

To the extent that this insurance applies to an "automobile" or "mobile equipment" it is further subject to the pollution exclusion, exclusion f. of this policy.

Use includes operation or "loading or unloading."

bb. Do Not Call

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or the CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

SECTION II – WHO IS AN INSURED

1. Named Insured means any individual or organization stated in the Declarations of this policy and if you are designated in the Declarations of this policy as:

a. An individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner.

If you are designated in the Declarations of this policy as an individual, this policy shall not apply to liability arising out of your domestic or non-business activities. This does not apply to the ownership, maintenance, use or "loading or unloading" of any "automobile," or to the Personal Umbrella Liability Coverage Part.

b. A partnership or joint venture, you and your members, your partners, and their spouses, but only with respect to the conduct of your business.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

c. An organization other than a partnership or joint venture, you and your executive officers and directors, but only with respect to their duties as your officers or directors. Your stockholders are also named insureds, but only with respect to their liability as stockholders.

d. A limited liability company, you and your members, but only with respect to the conduct of your business. Your managers are also named insureds but only with respect to their duties as your managers.

No person or organization is an insured with respect to the conduct of any current or past limited liability company that is not shown as a Named Insured in the Declarations.

- e. A corporation or organization, other than partnerships, joint ventures or limited liability companies, that you form, acquire or gain control of during the policy period, but only with respect to "bodily injury," "property damage" or "personal and advertising injury" taking place after you form, acquire or gain control of such corporation or organization.

2. Insured means the Named Insured and:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your employees, other than your executive officers and directors (if you are an organization other than a partnership, joint venture or limited liability company) or your members (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or "volunteer workers" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you; to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company) or to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-employee or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control or, or over which physical control is being exercised for any purpose by

you, any of your employees, "volunteer workers" any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

- b. A person or organization for whom you are required, by virtue of a written contract entered into prior to the "bodily injury," "property damage" or "personal and advertising injury" occurring or being committed, to provide the insurance that is afforded by this policy. This insurance applies only with respect to operations by you or on your behalf or to facilities you own or use, but only to the extent of the limits of insurance required by such contract, not to exceed the limits of insurance in this policy.

- c. Any other persons or organizations included as an insured under the provisions of the "scheduled underlying insurance" shown in the Declarations of this policy and then only for the same coverage, except for limits of insurance, afforded under such "scheduled underlying insurance."

However, If a blanket additional insured endorsement is attached to the general liability "scheduled underlying insurance" pursuant to a written or oral contract or agreement between you and another person or organization (called additional insured), this insurance is excess over such insurance provided to the additional insured subject to the following conditions:

- (1)** If the limits specified in the written contract or agreement are less than the limits provided by the "scheduled underlying insurance," then no coverage is provided to the additional insured under this policy.
- (2)** If the limits specified in the written contract or agreement are greater than the limits provided by the "scheduled underlying insurance," then this insurance is excess over the insurance provided by the "scheduled underlying insurance." The limits of insurance for the additional insured are the lesser of:
 - (i)** The limits specified in the written contract; or
 - (ii)** The limits of the "scheduled underlying insurance" plus the limits of this policy.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits."

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- d. "Automobiles," "aircraft" or "watercraft" to which this policy applies; or
 - e. Coverages under which loss is insured in this policy.
2. The limit of insurance shown in the Declarations as the Aggregate Limit is the most we will pay for the sum of all "ultimate net loss," to which this insurance applies and applies separately to all "ultimate net loss":
- a. Included in the "products-completed operations hazard";
 - b. To which, and in the same manner, an aggregate limit applies under "scheduled underlying insurance" other than "ultimate net loss" included in the "products-completed operations hazard"; and
 - c. To which no "scheduled underlying insurance" applies.

The Aggregate Limit does not apply to "ultimate net loss" for which no aggregate limit applies in the "scheduled underlying insurance."

3. Subject to 2. above, the limit of insurance shown in the Declarations as the Each Incident limit is the most we will pay for the sum of all "ultimate net loss" to which this insurance applies arising arising out of any one "incident."
4. In the event of reduction or exhaustion of the aggregate limits of insurance under "scheduled underlying insurance" solely by reason of payments of a combination of covered:
- a. Expenses;
 - b. Settlements; or
 - c. Judgments

paid thereunder as a result of "bodily injury," property damage" or "personal and advertising injury" taking place during this policy period, this policy shall, subject to this limit of insurance provision and to the remaining terms and provisions and conditions of this policy:

- a. Apply in excess of such reduction of "scheduled underlying insurance"; or
- b. Apply in place of the exhausted amount of "scheduled underlying insurance."

Nothing in a. or b. above shall serve to increase the limits of insurance shown in the Declarations.

5. The limits of this policy shall apply separately to:
- a. Each consecutive annual period; and
 - b. Remaining periods of less than 12 months;
- starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less

than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – CONDITIONS

1. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of you or an "underlying insurer" shall neither relieve nor increase any of our obligations under this policy.

In the event there is diminished recovery or no recovery available to you as a result of such financial impairment of an insurer providing "scheduled underlying insurance," the coverage under this policy shall apply only in excess of the limits of insurance stated in the "scheduled underlying insurance." Under no circumstances shall we be required to drop down and replace the limits of insurance, or assume the obligations of a financially impaired insurer.

2. Duties of the Insured

- a. In the event of an "incident" which has not resulted in a claim or suit.

Whenever you have information of an "incident" which involves injuries or damages likely to involve this policy, written notice shall be given by or for you to us or to our authorized agent as soon as practicable. The notice shall contain:

- (1) Particular information sufficient to identify the insured;
- (2) Such information as can be reasonably obtained with respect to time, place and circumstances of the occurrence or offense; and
- (3) Names and addresses of the insured and of available witnesses.

- b. In the Event of Claims or Suit

You shall provide us with written notice as soon as practicable whenever:

- (1) A claim is made or "suit" is brought against you;
- (2) You receive notice that a right to bring claim or "suit" against you will be asserted; or
- (3) You obtain information that the obligation of "underlying insurers" to:
 - (a) Investigate;
 - (b) Defend;
 - (c) Pay on behalf of; or
 - (d) Indemnifyyou has ceased.

Every demand, notice, summons, amended complaint or other process received by you or your representative shall be forwarded with each notice.

3. Legal Action Against Us

No legal action shall be brought against us unless you have fully complied with all the terms of this policy and the amount of your obligation to pay has been finally determined either by:

- a. Judgment against you after actual trial; or
- b. Written agreement between us, you and the claimant.

4. Other Insurance

This insurance is excess over and will not contribute with any other insurance available to the insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

5. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. If the premium is shown in the Declarations as flat, the premium for this policy is not subject to adjustment.
- c. If the premium is shown in the Declarations as adjustable, the premium shown as the advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured shown in the Declarations. If the sum of the advance and audit premiums paid for the policy term are greater than the earned premium, we will return the excess, subject to the minimum premium, to the first Named Insured shown in the Declarations.
- d. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we request.

6. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Severability of Interests

The insurance afforded applies separately to each insured against whom claim is made or "suit" is

brought. However, the inclusion of more than one insured shall not operate to increase the limits of insurance.

8. Annual Rating

If this policy is issued for a period in excess of one year, the premium may be revised on each annual anniversary in accordance with our rates and rules in effect at that time.

9. "Scheduled Underlying Insurance"

Material change in premium for "scheduled underlying insurance" shall be promptly reported to us. Premium for this policy may be adjusted to reflect changes in underlying insurance in accordance with our manuals in effect at the time of the change.

10. Maintenance of "Scheduled Underlying Insurance"

While this policy is in force you agree that the policies listed in the Declarations as "scheduled underlying insurance" and their renewals and replacements shall be maintained, without alterations of terms or conditions, in full effect during the term of this policy; except for reduction or exhaustion of the aggregate limits of insurance in the "scheduled underlying insurance," provided that such reduction or exhaustion is solely the result of "incidents" taking place during this policy period, and not before. If you fail to maintain "scheduled underlying insurance," this condition shall not invalidate this policy. However, in the event of such failure, we will only be liable to the same extent as if you had complied with this condition.

11. Appeals

If you or your "underlying insurers" elect not to appeal a judgment in excess of the limits of insurance afforded by the:

- a. "Scheduled underlying insurance";
- b. "Unscheduled underlying insurance"; or
- c. "Retained limit";

we may elect to appeal. Our limit of liability shall not be increased because of such appeal. We will, however, pay the following costs and expenses:

- a. All premium bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy;
- b. All premiums on appeal bonds required in such defended "suit," but without obligation to apply for or furnish such bonds;
- c. Court fees;
- d. Costs and expenses taxed against you by the appellate court and interest accruing after entry of a judgment against you and before we have:

- (1) Paid;

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- (2) Offered to pay; or
- (3) Deposited in court

the part of the judgment that is within the applicable limit of insurance. Where the "underlying insurers" terminate their liability to pay interest on the judgment by an offer to pay their limits, you shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such "underlying insurer."

12. Subrogation

In the case of any payments by us under the coverages of this policy, we shall be subrogated to all rights of recovery against any other party which you may have and will cooperate with you and all other interests. Amounts recovered shall be apportioned in the following order:

- a. Amounts paid in excess of the payments under this policy shall first be reimbursed up to the amount paid by those, including you, who made such payments;
- b. We are then to be reimbursed up to the amount we paid;
- c. Any remainder shall be available to the interests of those over whom this coverage is in excess and who are entitled to claim such remainder.

Expenses necessary to the recovery of such amounts shall be divided between the interests concerned, including you, in the ratio of their respective recoveries as finally settled.

13. Settlement of Claims or Suit

We may pay, but are not obligated to pay, any part or all of the amount of the "retained limit" to effect settlement of a claim or "suit." Upon notification of the action taken you shall promptly reimburse us for such part of the "retained limit" that we had paid. All named insureds are jointly and severally responsible for our reimbursement and agree to make such reimbursement within 30 days after we give you written notice or demand for payment.

14. Sole Agent

The insured first named in the Declarations is authorized to act on behalf of all named insureds and other insureds with respect to:

- a. The giving and receiving of notice of cancellation; and
- b. Receiving return premium that may be payable under this policy.

The insured first named in the Declarations is responsible for the payment of premiums, but the other named insureds jointly and severally agree to make

such payments in full if the insured first named fails to pay the amount due within 30 days after we give written notice or demand.

15. Trade Sanctions

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void ab initio (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- a. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
- b. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or "suit" is prohibited by U.S. economic or trade sanctions;
- c. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
- d. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
- e. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this policy a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this policy a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

SECTION V – DEFINITIONS

- 1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods or services for the purposes of attracting customers or supporters is considered an advertisement.

2. **"Automobile"** means

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads; including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "automobile" does not include "mobile equipment."

3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

4. **"Aircraft"** means a vehicle designed to transport persons or property in the air.

5. **"Impaired property"** means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

6. **"Insured contract"** means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. The part of other contracts or agreements pertaining to your business (including an

indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contracts or agreements are made prior to the "bodily injury" or "property damage."

Tort liability means liability that would be imposed by law in the absence of contracts or agreements.

An "insured contract" does not include that part of a contract or agreement:

a. That indemnifies an architect, engineer or surveyor for an injury or damages arising out of:

(1) Preparing, approving or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Designs; or
- (h) Specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in a.(1) above and supervisory, inspection or engineering services; or

c. That indemnifies a person or organization for damage by fire to premises rented or loaned to an insured.

7. **"Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "aircraft," "watercraft" or "automobile";
- b. While it is in or on an "aircraft," "watercraft" or "automobile"; or
- c. While it is being moved from an "aircraft," "watercraft" or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft," "watercraft" or "automobile."

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8. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles that travel on crawler treads;
- c. Vehicles maintained for use solely on or next to premises you own or rent;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following type of permanently attached equipment are not "mobile equipment" but will be considered "automobiles":

- (1) Equipment designed primarily for:
 - (a) Snow removal ;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on "automobiles" or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a

compulsory or financial responsibility law or other motor vehicle insurance law are considered "automobiles"

9. **"Incident"**

- a. With respect to "bodily injury" and "property damage," "incident" means an occurrence. An occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- b. With respect to "personal and advertising injury," "incident" means an offense arising out of your business.

10. **"Personal and Advertising Injury"** means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution or abuse of process;
- c. Wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- d. Discrimination, unless such insurance is prohibited by law;
- e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement;"
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

11. a. **"Products-completed operations hazard"** includes "bodily injury" and "property damage" occurring away from premises an insured owns or rents and arising out of "your product" or "your work" except:

- (1) Products in your physical possession; or
- (2) Work not yet completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following:

- (1) When all work called for in the "insured contract" has been completed;
- (2) When all of the work to be done at the site has been completed if the "insured's contract" calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by a person or organization other than another contractor or subcontractor working on the same project. Work that may need:

- (a) Service;
- (b) Maintenance;
- (c) Correction;
- (d) Repair; or
- (e) Replacement;

but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or
- (2) The existence of:
 - (a) Tools;
 - (b) Uninstalled equipment; or
 - (c) Abandoned or unused materials.

12. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

13. "Suit" means a civil proceeding in which damages because of:

- a. "Bodily injury";
- b. "Property damage"; or
- c. "Personal and advertising injury";

to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding alleging such damages to which you must submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your product" and the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your work" and the providing of or failure to provide warnings or instructions.

16. "Retained limit" means the amount stated as such in the Declarations. The "retained limit" is retained and payable by the insured as respects all "incidents" not covered by "scheduled underlying insurance" or by "unscheduled underlying insurance."

17. "Scheduled underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance including renewal or replacement of such contracts which are not more restrictive than those listed in the aforementioned Schedule of Underlying Insurance.

18. "Ultimate net loss"

- a. "Ultimate net loss" means the actual damages the insured is legally obligated to pay, either through:
 - (1) Final adjudication on the merits; or
 - (2) Through compromise settlement with our written consent or direction;

because of "incident(s)" covered by this policy.

However, it includes the above mentioned sums only after deducting all other recoveries and salvages.

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b. "Ultimate net loss" does not include the following:

(1) Costs or expenses related to:

- (a) Litigation,
- (b) Settlement;
- (c) Adjustment; or
- (d) Appeals;

nor costs or expenses incident to the same which an "underlying insurer" has paid, incurred or is obligated to pay to or on behalf of the insured;

- (2) Pre-judgment interest;
- (3) Office costs and expenses and salaries and expenses of the employees of an insured;
- (4) Our office costs and expenses and salaries of our employees; or
- (5) General retainer and/or monitoring fees of counsel retained by the insured.

19. **"Underlying insurer"** means an insurer whose policy covers "bodily injury," "property damage" or "personal and advertising injury" also covered by this policy but does not include insurers whose policies were purchased specifically to be in excess of this policy. It includes all insurers providing:

- a. "Unscheduled underlying insurance"; and
- b. "Scheduled underlying insurance."

20. **"Unscheduled underlying insurance"**

a. "Unscheduled underlying insurance" means insurance policies available to an insured, whether:

- (1) Primary;
- (2) Excess;
- (3) Excess-contingent; or
- (4) Otherwise;

except the policies listed in the Schedule of Underlying Insurance.

b. "Unscheduled underlying insurance" does not include insurance purchased specifically to be in excess of this policy.

21. **"Watercraft"** means a vehicle designed to transport persons or property in or on water.

22. **"Authorized Insured"** means any named insured or any employee authorized by a named insured to give or receive notice of a claim or "suit."

23. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including

systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

25. **"Fungi or microbes"** means:

- a. Any form of fungus, yeast, mold, mildew, or mushroom, including mycotoxins, spores, scents, byproducts or other substances produced or released by fungi; and
- b. Any bacteria, virus, or any other non-fungal, single celled or colony-form organism, including any toxins, scents, byproducts or other substances it produces or releases, whose injurious source is in or on a building or its contents.

But "fungi and microbes" does not include fungi that were deliberately grown for human consumption, microbes that were transmitted directly from person to person, or microbes that caused food poisoning, if your business is food processing, sales, or serving.

26. **"Silica"** means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains "silica."

27. **"Asbestos"** means the mineral in any form whether or not the asbestos was at any time:

- a. Airborne as a fiber, particle or dust;
- b. Contained in or formed a part of a product, structure or other real or personal property;
- c. Carried on clothing;
- d. Inhaled or ingested; or
- e. Transmitted by any other means.

28. **"Volunteer worker"** means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VI – DEFENSE PAYMENT AND RELATED DUTIES

1. If a claim or "suit" alleges damages covered by underlying policies and the obligation of all "underlying insurers" either to:

- a. Investigate and defend the insured; or
- b. Pay the cost of such investigation and defense;

ceases solely through exhaustion of all underlying limits of insurance through payment of a combination

of covered expenses, settlements or judgments for "bodily injury," "property damage" or "personal and advertising injury" taking place during our policy period, then we will either:

- a. Assume the investigation and defense of the insured against "suits" seeking damages; or
 - b. If we elect not to assume the investigation and defense in 1.a. above, we will reimburse the insured for reasonable defense costs and expenses incurred with our written consent. However, such reimbursement excludes:
 - (1) Office expenses of the insured;
 - (2) Salaries and expenses of employees; and
 - (3) General retainer fees of counsel retained by the insured.
2. We will investigate and defend an insured or reimburse an insured for "suits" brought against an insured for a claim or "suit" that alleges damages because of "bodily injury," "property damage" or "personal and advertising injury" not covered under:
- a. "Scheduled underlying insurance"; and
 - b. "Unscheduled underlying insurance";

but which seeks damages because of "bodily injury," "property damage" or "personal and advertising injury" otherwise covered under this policy. Costs and expenses of such investigation and defense are not subject to the "retained limit."

3. We will investigate and defend an insured or reimburse an insured for such costs of investigation and defense described in either 1. or 2. above, even if the allegations of a "suit" are:
- a. Groundless;
 - b. False; or
 - c. Fraudulent;

but only until we make payment or offer to pay or deposit in court that part of judgment(s) not exceeding our limit of insurance.

4. We shall also have the sole right to make settlement of a "suit" as we deem expedient.
5. If not permitted by law or otherwise to perform these duties, we will pay an insured for defense costs and expenses incurred with our prior written consent.
6. Amounts we pay or incur pursuant to the obligation to defend or pay the costs and expenses of defense are in addition to, and not subject to, the limits of insurance stated in the Declarations.
7. In addition to our limits of insurance, we will pay prejudgment interest awarded against an insured on that part of a judgment covered by this policy. We will

not pay prejudgment interest on that period of time after we offer to pay:

- a. Our limit of insurance; or
 - b. That portion of our limit of insurance which equals the amount of a settlement demand when combined with the limits of "underlying insurers."
8. We will pay interest on a judgment that accrues after entry of that judgment, but before we have:
- a. Paid;
 - b. Offered to pay; or
 - c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy. The amount of interest we pay will be in direct proportion that amount we pay as damages bears to the total amount of judgment. We will not pay additional interest that accrues after we have:

- a. Paid;
- b. Offered to pay;
- c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy.

9. We will pay all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit." This includes actual loss of earnings up to liability \$250. a day because of time off from work.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that:

- I. This policy does not apply:
- A. Under Liability Coverage to "bodily injury" "personal and advertising injury" or "property damage"
1. With respect to which an insured under this policy, is also an insured under a nuclear energy liability policy issued by the:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada;or any of their successors, or would be an insured under any such policy but for its

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- termination upon exhaustion of its limit of liability; or
2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law or amendment thereof; or
 - b. The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material," and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" "personal and advertising injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
 1. The "nuclear material":
 - a. Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - b. Has been discharged or dispersed therefrom;
 2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 3. The "bodily injury," "personal and advertising injury," or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the:
 - a. Planning;
 - b. Construction;
 - c. Maintenance;
 - d. Operation; or
 - e. Use of
any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (C.3.) applies only to "property damage" to such "nuclear facility" and any property threat.

- II. As used in this endorsement:
 - A. "Hazardous properties" include radioactive, toxic or explosive properties.
 - B. "Nuclear material" means "source material," "special nuclear material" or "byproduct material."
 - C. "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - D. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."
 - E. "Waste" means waste material:
 1. Containing "by-product material" other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its "source material" content; and
 2. Resulting from the operation by any person or organization, of a "nuclear facility" included within paragraphs 1. and 2. of the definition of "nuclear facility."
 - F. "Nuclear facility" means:
 1. Any "nuclear reactor";
 2. Any equipment or device designed or used for:
 - a. Separating the isotopes of uranium or plutonium;
 - b. Processing or utilizing "spent fuel"; or
 - c. handling, processing or packaging "waste";
 3. Any equipment or device used for the processing, fabricating or alloying of special "nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment is located consists of or contains more than:
 - a. 25 grams of plutonium or uranium 233 or any combination thereof; or
 - b. 250 grams of uranium 235;
 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

G. "Nuclear reactor" means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

H. "Property damage" includes all forms of radioactive contamination of property.

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

| TABLE OF CONTENTS | |
|--------------------------|--|
| I. | Blanket Additional Insured Provisions |
| A. | Additional Insured – Blanket Vendors |
| B. | Miscellaneous Additional Insureds |
| C. | Additional Provisions Pertinent to Additional Insured Coverage |
| 1.a. | Primary – Noncontributory provision |
| 1.b. | Definition of "written contract" |
| 2. | Additional Insured – Extended Coverage |
| II. | Liability Extension Coverages |
| A. | Bodily Injury – Expanded Definition |
| B. | Broad Knowledge of Occurrence |
| C. | Estates, Legal Representatives and Spouses |
| D. | Fellow Employee First Aid |
| E. | Legal Liability – Damage to Premises |
| F. | Personal and Advertising Injury – Discrimination or Humiliation |
| G. | Personal and Advertising Injury – Broadened Eviction |
| H. | Waiver of Subrogation – Blanket |

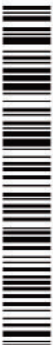
I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
- a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
 - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The "**bodily injury**" or "**property damage**;" or
- (b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/1/2023

Policy No. 7013027475

Endorsement No.

Insured


Vertosoft LLC

Premium \$

Insurance Company

CNA

Countersigned by





CERTIFICATE OF APPROVAL

This is to Certify that the Quality Management System of:

Vertosoft

1602 Village Market Blvd., Suite 320
Leesburg, VA 20175, USA

has been assessed and approved by Smithers Quality Assessments, Inc., to the following Quality management system standards and requirements:

ISO 9001:2015 without Design

The Quality Management System is Applicable to:

Software distributor and re-seller to government agencies.

Approval Certificate Number: 21.298.1

Original Approval: October 25, 2021

Current Certificate: October 24, 2024

Certificate Expires: October 23, 2027



The use of the accreditation mark indicates accreditation in respect of those activities covered by the above certificate number.

on behalf of SQA - J. Michael Hochschwender, CEO

The approval is subject to the company maintaining its system to the required standards which will be monitored by Smithers Quality Assessments, Inc., 121 S. Main St. Suite 300, Akron, Ohio, 44308, USA



COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

VERTOSOFT LLC

is a certified Small

Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 725842

Valid Through: Apr 1, 2026

Accordingly Certified

Tracey G. Wiley, Director



Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---------|--|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran |
| DOC #7 | Certification of Non-Involvement in Prohibited Activities in Russia or Belarus |
| DOC #8 | New Jersey Business Registration Certificate |
| DOC #9 | EEOAA Evidence |
| DOC #10 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Vertosoft LLC

Organization Address: 1602 Village Market Blvd STE 320, Leesburg, VA 20175

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| Jay Colavita | 19592 Glastonbury Lane, Leesburg, VA 20175 |
| Lynn Colavita | 19592 Glastonbury Lane, Leesburg, VA 20175 |
| Chet Hayes | 913 Tinsman Dr. NE, Leesburg, VA 20176 |
| Josh Slattery | 40810 Erins View Ct. Leesburg, VA 20176 |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| n/a | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| n/a | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|------------------------|--------|------------|
| Full Name (Print): | Jay Colavita | Title: | President |
| Signature: | <i>H. Jay Colavita</i> | Date: | 06/17/2025 |

DOC #2

NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|--|--|
| | Reference: VII-H |
| Name of Form: | NON-COLLUSION AFFIDAVIT |
| Statutory Reference: | No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

NON-COLLUSION AFFIDAVIT

State of Virginia
County of Loudoun

ss:

I, Chet Hayes (name of affiant) residing in Leesburg (name of municipality) in the County of Loudoun and State of Virginia of full age, being duly sworn according to law on my oath depose and say that:

I am CTD (title or position) of the firm of VertasoFT LLC (name of firm)

_____ the bidder making this Proposal for the bid entitled Software & SAAS Solutions (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by VertasoFT LLC.

Subscribed and sworn to

before me this day

Ashlianne Shigley Chet Hayes
Signature

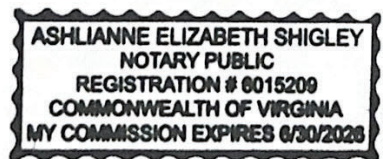
June 13th, 2025

Chet Hayes
(Type or print name of affiant under signature)

Commonwealth of Virginia
Notary public of

My Commission expires 6/30/2026

(Seal)



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Vertosoft LLC

Street: 1602 Village Market Blvd SE Ste. 320

City, State, Zip Code: Leesburg, VA 20175

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

06/17/2025

Date

H. Jay Colavita, President
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|--|--|
| Name: Jay Colavita | Name: Lynn Colavita |
| Home Address: 19592 Glastonbury Lane, Leesburg, VA 20175 | Home Address: 19592 Glastonbury Lane, Leesburg, VA 20175 |
| Name: Chet Hayes | Name: Josh Slattery |
| Home Address: 913 Tinsman Dr. NE, Leesburg, VA 20176 | Home Address: 40810 Erins View Ct. Leesburg, VA 20176 |
| Name: John Severino | Name: |
| Home Address: 5421 Heredity Lane, Gainesville, VA 20155 | Home Address: |

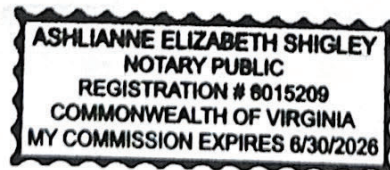
Subscribed and sworn before me this 13 day of June, 2025

(Notary Public) *Ashlianne Shigley*

My Commission expires: 6/30/2026

Chet Hayes
(Affiant)
Chet Hayes / CTO
(Print name & title of affiant)

(Corporate Seal)





DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 25-S940 - Request for Proposal (RFP) for Software and SaaS Solutions

VENDOR NAME: Vertosoft LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Blank lines for providing details on entity engagement.

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

H. Jay Colavita
Signature

06/17/2025
Date

Jay Colavita, President
Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

H. Jay Colavita
Signature of Vendor's Authorized Representative

Jay Colavita, President
Print Name and Title of Vendor's Authorized Representative

Vertosoft LLC
Vendor's Name

1602 Village Market Blvd SE Ste. 320
Vendor's Address (Street Address)

Leesburg, VA 20175
Vendor's Address (City/State/Zip Code)

06/17/2025
Date

81-3911287
Vendor's FEIN

703-568-4703
Vendor's Phone Number

571-291-4119
Vendor's Fax Number

Contracts@vertosoft.com
Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version April 2, 2025

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
LONG FORM STANDING WITH CHARTER DOCUMENTS

VERTOSOFT LLC
0451176911

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Virginia Foreign Limited Liability Company was registered by this office on September 11, 2024.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

REGISTERED AGENTS INC
971 US HIGHWAY 202N
STE R
BRANCBURG, NJ 08876

I further certify that as of the date of this certificate, no amendments have been filed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 16th day of June, 2025.

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6165647560

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jay Colavita Title: President

Signature: *H. Jay Colavita* Date: 06/17/2025

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

| | | |
|---|---|---|
| 1. FID. NO. OR SOCIAL SECURITY 81-3911287 | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 40 |
| 1. COMPANY NAME Vertosoft LLC | | COMPANY E-MAIL sales@vertosoft.com |
| 2. STREET 1602 Village Market Blvd. Suite 215 | CITY Leesburg | COUNTY Loudoun |
| | STATE VA | ZIP CODE 20175 |
| 3. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None | | |
| 7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER | | |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ | | |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT | | |
| 10. PUBLIC AGENCY AWARDED CONTRACT | | |

| Official Use Only | DATE RECEIVED | INAUG. DATE | ASSIGNED CERTIFICATION NUMBER |
|-------------------|---------------|-------------|-------------------------------|
| | | | |

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DONOTSUBMIT ANEEO-1REPORT.**

| JOB CATEGORIES | ALL EMPLOYEES | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | | | | |
|---|---------------|-----------|--|-----------------|----------|-------------|-------|-----------|-----------------|------------------|----------|-------------|----------|-----------|-----------------|
| | COL. 1 | COL. 2 | COL. 3 | ***** MALE***** | | | | | | *****FEMALE***** | | | | | |
| | Total | Male | Female | BLACK | HISPANIC | AMER INDIAN | ASIAN | NON MIN | 2 OR MORE RACES | BLACK | HISPANIC | AMER INDIAN | ASIAN | NON MIN | 2 OR MORE RACES |
| Officials/Managers | 12 | 7 | 5 | | | | | 7 | | | | | 2 | 3 | |
| Professionals | 10 | 5 | 5 | | | | | 5 | | | | | | 5 | |
| Technicians | | | | | | | | | | | | | | | |
| Sales Workers | 22 | 17 | 5 | | 2 | | | 12 | 3 | | | | | 5 | |
| Office & Clerical | | | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | |
| TOTAL | 44 | 29 | 15 | | 2 | | | 24 | 3 | | | | 2 | 13 | |
| Total employment From previous Report (if any) | 31 | 21 | 10 | | | | | | | | | | | | |
| The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | 3 | 1 | 2 | | | | | 1 | | | | | | 2 | |

| | | |
|---|---|--|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 09 07 2022 |
| 13. DATES OF PAYROLL PERIOD USED From: 05/30/2024 To: 05/30/2025 | | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | |
|--|-------------------------------------|--|--|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) Howard Jay Colavita | SIGNATURE <i>H. Jay Colavita</i> | TITLE President | DATE MO DAY YEAR 06 17 2025 |
| 17. ADDRESS NO. & STREET 1602 Village Market Blvd SE STE 320 | CITY Leesburg | COUNTY Loudoun | STATE VA |
| | ZIP CODE 20175 | PHONE (AREA CODE, NO., EXTENSION) 703 - 568 - 4703 | |

DOC #10

**MACBRIDE-PRINCIPLES**

STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
 AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
 NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 25-S940 - Request for Proposal (RFP) for Software and SaaS Solutions

VENDOR NAME: Vertosoft LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

H. Jay Colavita

Signature

06/17/2025

Date

Jay Colavita, President

Print Name and Title

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ AGC _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ AGC _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."


Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ AGC _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____  _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.


Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____  _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Vertosoft LLC

Address, City, State, and Zip Code:
1602 Village Market Blvd STE 320, Leesburg, VA 201275

Phone Number: 703-568-4703 Fax Number: 571-291-4119

Printed Name and Title of Authorized Representative:
Jay Colavita, President

Email Address:
jay@vertosoft.com

Signature of Authorized Representative: *H. Jay Colavita* Date: 06/18/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required auditservices.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Vertosoft LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

H. Jay Colavita

Signature of Contractor's Authorized Official

Jay Colavita, President

Name and Title of Contractor's Authorized Official

06/18/2025

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability.** This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.**
- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

ATTACHMENT A

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Vertosoft LLC

Address, City, State, and Zip Code:
1602 Village Market Blvd STE 320, Leesburg, VA 201275

Phone Number: 703-568-4703 Fax Number: 571-291-4119

Printed Name and Title of Authorized Representative:
Jay Colavita, President

Email Address: jay@vertosoft.com

Signature of Authorized Representative: *H. Jay Colavita*

Date: 06/18/2025

Appendix A – Required Documents

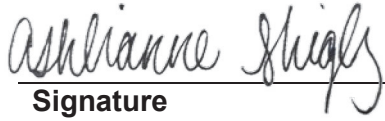

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
 Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

| | | | |
|----------------|--------------------------------------|--|--|
| Company | Vertosoft LLC | Contact |  |
| | | | Signature |
| | | | Ashlianne Shigley |
| | | | Printed Name |
| | 1602 Village Market Blvd SE Ste. 320 | | Government Contracts Program Manager |
| Address | Leesburg, VA 20175 | | Position with Company |
| | | Official Authorizing Proposal |  |
| | | | Signature |
| | | | Jay Colavita |
| | | | Printed Name |
| Phone | 703-568-4703 | | President |
| | | | Position with Company |
| Fax | 571-291-4119 | | |

*Appendix A, DOC # 2***Implementation of House Bill 1295****Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1325282

Date Filed:
06/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vertosoft LLC
Leesburg, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 14 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 25-S940
Software and SaaS Solutions

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jay Colavita, and my date of birth is 02/05/1973.

My address is 1602 Village Market Blvd SE Ste. 320, Leesburg, VA, 20175, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Loudoun County, State of VA, on the 17 day of June, 2025.
(month) (year)

H. Jay Colavita

Signature of authorized agent of contracting business entity
(Declarant)

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jay Colavita, as an authorized representative of

Vertosoft LLC, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

H. Jay Colavita
 Signature of Named Authorized Company Representative

06/17/2025
 Date

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE SERVICES OFFERED BY CFKAA HOLDINGS, LLC (“AUTURA”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH AUTURA THAT REFERENCE THESE TERMS AND CONDITIONS (EACH, AN “ORDER FORM”), YOU (“LICENSEE”) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Proprietary Rights.

(a) Platform. Upon mutual execution, each Order Form shall be incorporated into these Terms and Conditions and form a part of the Agreement. For each Order Form, subject to Licensee’s compliance with this Agreement (including any applicable limitations and restrictions set forth on the applicable Order Form), Autura hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees who have been issued valid access credentials from Autura (“**Authorized Users**”) to access and use the Platform solely for use within the region set forth in the applicable Order Form. Autura will provide Licensee with the support services set forth in Attachment A.

(b) Restrictions. Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse-engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

(c) Autura Ownership. Except for the rights granted to Licensee in Section 1(a) above, as between the Parties, Autura owns and retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto and all data submitted through the Platform by third parties). Without limiting the foregoing, Autura shall own all aggregated and de-identified information that Autura’s systems or applications automatically collect with respect to the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) (“**Diagnostic Data**”), which, notwithstanding anything to the contrary, Autura may freely exploit. All rights that Autura does not expressly grant to Licensee in this Section 1 are reserved and Autura does not grant any implied licenses under this Section 1. For clarity, notwithstanding anything else, any information or data collected by a third party (excluding Licensee) are subject to the terms between Autura and such third party.

(d) Licensee Ownership. As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Autura by Licensee or its Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, “**Data**”). Licensee hereby grants to Autura a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely for the purpose of performing its obligations and exercising its rights pursuant to this Agreement (including, without limitation, to notify lienholders and interested parties with respect to repossessed cars processed through the Services). Upon termination or expiration of this Agreement for any reason, Autura will permit Licensee to download all Data from the Platform in .csv format. Autura shall have no obligation to maintain or permit access to Licensee Data following said period and shall not be liable hereunder for any return, loss, or destruction of Licensee Data thereafter.

(e) Updates. From time to time, Autura may (but is under no obligation to) provide updates, upgrades, fixes, improvements, or additional features to the Platform which do not constitute a separate product or service (each an “**Update**”), which may be provided either free of charge at Autura’s discretion, or as an additional paid module or feature (subject to an Order Form or separate contract between the Parties). Any duly authorized and implemented Update shall be deemed part of the “Platform” licensed hereunder upon release to Licensee.

(f) Feedback. During the Term, Licensee may provide general feedback, comments, suggestions, and other communications regarding potential improvements to the Services (collectively, “**Feedback**”). Licensee grants to Autura the non-exclusive, perpetual, irrevocable, fully sublicensable, fully transferable, royalty-free right to use, copy, reproduce, publish, perform, display, distribute, create derivative works of, have and have made, sell, and otherwise commercially exploit Feedback in any format or medium for any purpose in its discretion. The foregoing license shall survive the termination or expiration of this Agreement for any reason.

(g) Publicity. Licensee agrees that Autura may use and display Licensee's name and/or current trademark brand or logo in its customer lists, advertisements, and other published marketing materials factually describing Licensee as Autura's customer and/or a recipient of Services during the Term. Licensee agrees that Autura may create a written case study based on Licensee's use of the Services (and you agree to reasonably work together with Autura on this case study). Notwithstanding anything else, you acknowledge and agree that Autura may use data collected through the Services in an aggregated and anonymized manner for purposes of the case study and related marketing efforts.

(h) Customizations. The Services may include certain customized configurations, developments, or integrations of the Platform (each a "Customization") according to the specifications set forth in an Order Form, including without limitation the incorporation of Licensee's pre-existing proprietary trademarks, service marks, trade names, logos, branding, content, or other materials (collectively, "Licensee Materials"). Licensee hereby grants to Autura the non-exclusive, royalty-free right to use, display, copy, modify, publish, and perform Licensee Materials solely for the purpose of developing and implementing the Customizations in accordance with the applicable Order Form. Such license shall be sublicensable to Autura's affiliates and third-party contractors in connection with the foregoing permitted purpose. As between the Parties, Autura shall be the sole owner of all right, title, and interest in and to Customizations (excluding Licensee Materials incorporated therein), which shall be considered Inventions (defined below) and subject to the provisions of Section 3(b). Customizations are licensed and not sold to Licensee.

2. Use of the Services.

(a) Adding Third Party Municipalities to this Agreement. Autura and Licensee may mutually agree to add third-party municipalities to this Agreement (each, a "Third Party Municipality"). To do so, the applicable Third Party Municipality and Autura shall both sign an Order Form referencing this Agreement and agree that purposes of such Order Form, such Third Party Municipality shall be the "Licensee" as that term is used in this Agreement. Additionally, this Agreement, insofar as it relates to any such Order Form with a Third Party Municipality, shall be deemed to be a two-party agreement between Autura on the one hand and the Third Party Municipality on the other hand, as governed by the terms of this Agreement.

(b) Autura's Obligations. Autura will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Autura will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.

(c) Licensee's Obligations. Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement. Licensee will cooperate with Autura in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Autura may reasonably request (including, without limitation, communicating information around fee changes, documentation requirement changes, tow rotation/dispatch methodology changes, and VIN data collection processes).

3. Professional Services.

(a) General. Subject to Licensee's compliance with the terms and conditions of the applicable Order Form, Autura will perform the Professional Services in accordance with any specifications set forth in such Order Form. Licensee will reasonably cooperate with Autura to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Autura to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Licensee obligations described in the applicable Order Form in a timely manner; and (iii) responding to Autura's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in the applicable Order Form to the contrary, Autura will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

(b) Intellectual Property Rights. Autura solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Autura, solely or in collaboration with others, arising out of, or in connection with, Autura performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). Autura hereby grants to Licensee a non-exclusive, non-transferable,

non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Autura provides to Licensee under the applicable Order Form solely to use any such deliverables. Autura reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. Fees.

(a) Fees. As consideration for the Services rendered hereunder, Licensee will pay Autura the fees, expenses, and other charges set forth in the applicable Order Form (collectively, "**Fees**") (collectively, "**Fees**"). Unless otherwise specified in an Order Form, all Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Autura. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower, accruing from the date such payment was due until the date paid.

(b) Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Autura's net income). If Licensee is legally entitled to an exemption from the payment of any Taxes, immediately following the date of the applicable Order Form, Licensee shall provide Autura with valid, current tax exemption certificates and any other supporting documentation required to establish Licensee's tax-exempt status for each jurisdiction in which it claims an exemption.

5. Confidential Information.

(a) Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information of Autura also includes the Autura technology underlying the Platform and any related non-public specifications, documentation or technical information that Autura makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third party other than those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by substantially similar terms as those set forth in this Section 5.

(c) Terms of this Agreement. This Agreement (including its terms and conditions, Order Forms and fees and pricing schedules) shall be deemed Autura's Confidential Information but shall be subject to the compelled disclosure provisions set forth in Section 5(d).

(d) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law to do so (as evidenced by legal opinion of outside counsel), provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If Receiving Party is compelled to disclose any Confidential Information of Disclosing Party as permitted by this Section 5(d), Receiving Party agrees to disclose only the information strictly necessary to comply with the applicable law (as evidenced by legal opinion of outside counsel).

6. Term and Termination.

- (a) Term. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Service Terms (the "Term"). For each Order Form, unless otherwise specified therein, the "Order Form Service Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial service term specified on such Order Form (the "Order Form Initial Service Term"), and (y) following the Order Form Initial Service Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Service Term (each, a "Order Form Renewal Service Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Service Term or then-current Order Form Renewal Service Term, as applicable.
- (b) Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30)-day notice period.
- (c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the rights and licenses granted by Autura hereunder will automatically terminate and Licensee shall immediately cease all use of and access to the Services. All outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 1(e), 2(b), 3(b), 4, 5, 6(c), 7(d), 8, 9, 10 and 12 and all defined terms used in those Sections, together with any provisions hereof which expressly by their terms survive, will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) Licensee. Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY AUTURA ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. AUTURA DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AUTURA MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND AUTURA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO AUTURA DURING THE TERM; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THIS

SECTION 8 DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

(a) Licensee. Licensee will defend, indemnify, and hold harmless Autura, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns from and against all third-party claims ("**Third Party Claims**"), and all losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorney's fees), in each case, that are paid or payable to third parties pursuant to such Third Party Claims, to the extent such Third Party Claims (1) arise from any Licensee Data (including, without limitation, any allegation that (i) any Licensee Data infringes, violates, or misappropriates the personal, intellectual property, or proprietary rights of any third party, or (ii) any Licensee Data is inaccurate or otherwise damaging to any third party), and/or (2) arise from or allege the violation of any applicable law or regulation by Licensee or Licensee Data. "Affiliate" means any entity controlling, controlled by, or under common control with a party hereto, where "control" means the ownership of more than 50% of the voting securities in such entity.

(b) Autura. Autura will defend, indemnify, and hold harmless Licensee, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns from and against all Third Party Claims, and all losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorney's fees), in each case, that are paid or payable to third parties pursuant to such Third Party Claims, to the extent such Third Party Claims allege that the Platform (not including any Licensee Data) infringes, violates, or misappropriates such third party's intellectual property right(s) ("**Infringement Claim**"). In the event of an Infringement Claim, Autura, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or the allegedly infringing part thereof; (ii) modify the Platform so that it is no longer infringing; (iii) replace the Platform or the allegedly infringing part thereof with other non-infringing software, applications, or materials having substantially the same capabilities; or, (iv) terminate this Agreement and repay to Licensee a pro-rata portion of the Fees applicable to the period of time following the effective date of such termination. Notwithstanding the obligations, Autura will have no liability for an Infringement Claim to the extent the actual or alleged infringement, misappropriation, or violation results from (a) any violation of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform made by a person or entity other than Autura; (c) any failure by Licensee or any Authorized Users to use any updates made available by Autura; (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Autura in writing; or (e) the combination of the Platform with any software, hardware, or other material not directly provided by Autura hereunder.

(c) Procedures. Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("**Indemnified Party**") providing the other Party ("**Indemnifying Party**") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10. Records. Autura shall maintain all records and supporting documentation pertinent to Autura's compliance with applicable laws with respect to the products set forth on the applicable Order Form for a period of no less than one (1) year after the termination or expiration of this Agreement. If any litigation involving these records has been started before the expiration of the one (1) year retention period, the records shall be retained until resolution of such litigation.

11. Insurance. Autura will maintain insurance policies providing at least the following coverage and will upon written request of the Licensee, provide a certificate of insurance evidencing the following: (i) Technology Products and Services Errors & Omissions liability with a limit of at least \$1 Million; (ii) Technology & Cyber Security liability with a limit of at least \$1 Million; (iii) Commercial General liability with a limit of at least \$1 Million; (v) Workers Compensation and Employer's liability that meets the statutory limits; and (vi) Umbrella liability with a limit of at least \$3 million. Autura also agrees that it will be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain other insurance at levels no less than those required by applicable law

and customary in Autura's and its agents' industries. For liability coverage, the insurance certificate shall list the Licensee as Certificate Holder and name as additional insureds "Licensee, and its officers, agents and employees," and an endorsement to the liability policy shall confirm the naming of the Licensee as an additional insured.

12. Miscellaneous. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State of California without reference to its conflict of laws principles. This Agreement, including all Order Forms referencing this Agreement, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the contacts for each Party set forth on the Order Form (and in any event, in the case of Autura, also to info@Autura.com. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient. Autura will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Autura including, without limitation, acts of God, natural disaster, pandemic, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

* * *

ATTACHMENT A

SUPPORT LEVEL AGREEMENT

1. This Support Level Agreement (this "SLA") provides the support terms for the Autura Services and related Software and is an integral part of the Autura Service Agreement. Autura will use commercially reasonable efforts to provide technical support to Licensee 24 hours each day, seven days each week, including national holidays ("**Support**"). To request Support, Licensee must contact Autura using one of the following methods:

- (a) On-line Help Desk: <https://support.Autura.com>
- (b) Email: helpdesk@Autura.com
- (c) Phone Support for agency (city/county/state) users: 877-787-5006
- (d) Phone Support for tow company users: 877-999-9874

2.

(a) **Provision of Support.** Autura will provide Support to the Licensee's designee. Autura will not be responsible for addressing or resolving Events (defined below) that Autura reasonably determines are caused by Licensee's systems or any misuse of the Platform.

(b) **Events.** "**Events**" are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Autura in its reasonable discretion. Autura distinguishes among three classes of Events as follows:

- (i) **Class 1 Event:** A complete loss of the Platform's functionality such that no user can use the Platform.
- (ii) **Class 2 Event:** The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose.
- (iii) **Class 3 Event:** Any other problems or issues, including, without limitation, any general questions about the Platform or problems that do not rise to Class 1 Events or Class 2 Events.

(c) **Response Times.** Autura will use commercially reasonable efforts to respond to Licensee support requests in accordance with the target response time frames set forth below, which begin at the time Autura receives a Support request:

| <u>Class</u> | <u>Target Response Time</u> |
|--------------|-----------------------------|
| 1 | 4 hours or better |
| 2 | 24 hours or better |
| 3 | 5 business days |

(d)

(d) **Scheduled Maintenance Downtime.** Autura will use commercially reasonable efforts to schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Autura will provide Licensee with reasonable advance written notice of scheduled downtime unless otherwise reasonably necessary to address an emergency or critical error. Autura may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Platform updates, bug fixes and/or any other changes that Autura deems necessary or advisable.



MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("**MSA**") IS A LEGALLY BINDING CONTRACT BETWEEN THE ENTITY SPECIFIED AS A CUSTOMER ("**CUSTOMER**") AND THE DIGITAL.AI ENTITY IDENTIFIED IN THE APPLICABLE ORDER ("**DIGITAL.AI**") AND GOVERNS CUSTOMER'S USE OF THE SOFTWARE AND PROVISION OF ANY ASSOCIATED PROFESSIONAL SERVICES. "MSA" MEANS THIS MSA, INCLUDING ANY ATTACHMENTS AND/OR DOCUMENTS REFERENCED HEREIN.

1. Definitions

"**Affiliate**" means any person or entity which directly or indirectly owns, controls, or is controlled by, or is under common control with a party, where control is defined as owning or directing more than 50% of the voting equity securities or similar ownership interest in the controlled entity.

"**Customer Application**" means any software application owned by, or licensed from a third party to, Customer which is accessed, used, processed by, or made available via the Software.

"**Confidential Information**" means any information, maintained in confidence by a disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or information that by its form, nature, content, or mode of transmission a reasonable recipient would deem confidential or proprietary, including the Digital.ai offer, pricing, and any benchmark data or results produced. The Software may contain valuable trade secrets and Confidential Information of Digital.ai.

"**Customer Data**" means any information that Customer or a User provides to Digital.ai, or otherwise authorizes access, (i) in the course of accessing and using the Subscription, or (ii) in connection with an engagement to obtain Professional Services from Digital.ai.

"**Documentation**" means all written and electronic information and materials made generally available by Digital.ai to Customer on <https://digital.ai> relating to the access, use, operation or functionality of the Software, including technical and user manuals and operating instructions. "Documentation" does not include any third-party content posted to <https://digital.ai>, content published in user forums hosted or moderated by Digital.ai, content related to any future functionality, or communications exchanged between Digital.ai and Customer, unless such communications are specifically identified as Documentation within an applicable Order.

"**Initial Term**" means the term specified in an applicable Order.

"**Order**" means the document by which Customer or Customer's Affiliates acquire a Subscription and, if applicable, Professional Services (including a Statement of Work).

"**Professional Services**" means technical, installation, integration, configuration, consulting and training services provided to Customer by Digital.ai or its designated subcontractors as set out in a Statement of Work.

"**Redistributable Components**" means software components, provided by Digital.ai in object code format, to be incorporated into a Customer Application as an inseparably combined work.

"**Software**" means the object code versions of the Digital.ai software as described on an Order.

"**Statement of Work**" means a document describing Professional Services to be provided by Digital.ai to Customer. For purposes of this MSA, a Statement of Work shall constitute an "Order".

"**Subscription**" means the License and Support together as described in an Order.

"**Support**" means the technical support for the Software as specified in Section 5 below.

"**User**" means any individual employee, contractor, or third-party agent authorized by Customer to use Software licensed under this MSA. The number of Users associated with each Subscription is indicated in the Order(s).

2. License

2.1 License Grant for Software. Subject to the terms and conditions of this MSA, Digital.ai grants Customer a non-exclusive, non-transferable, revocable, and non-sublicensable license for the term of the applicable Order to use the Software and Documentation, solely for Customer's internal business purposes, , and on platforms (if applicable) specified in such Order as licensed (the "**License**"). The License is limited to the licensing metric(s) indicated on the applicable Order. Any Order shall be incorporated herein by reference.

2.2 License Grant for Redistributable Components. Subject to the terms and conditions of this MSA, Digital.ai grants Customer a non-transferable, revocable, and non-sublicensable license for the term of the applicable Order to reproduce the Redistributable Components identified in the Documentation, solely in object code format and to distribute such copies of the Redistributable Components to Customer's end user customers ("**End User(s)**") as an inseparably combined work as specified in such Order as licensed (the "**Redistributable Components License**").

2.3 License Grant to Customer Affiliates. Customer's Affiliates may license the Software and the Documentation, provided any such Affiliate executes a separate Order which by reference incorporates in and is subject to the terms and conditions of this MSA. Any

such use by Customer's Affiliates will count toward the stated metrics and does not relieve the Customer of its obligations under the MSA.

2.4 License Conditions and Restrictions.

(i) Customer shall not circumvent, or attempt to circumvent, the requirements for an individual login for each User, any license requirement, security devices, access logs, or other measures provided, or permit or assist any User to do the same. Digital.ai may supply administrator login credentials which enable Customer to assign usernames and passwords to Users. Customer assumes sole responsibility for use of any such credentials and shall notify Digital.ai immediately if such credentials are, or are suspected to have been, misappropriated. Customer must follow the recommended installation procedures for Software licensed under the MSA. Unless otherwise agreed upon, Customer agrees that the server(s) on which the Software will be installed will be connected at all times to the Internet and not to block, electronically or otherwise, the transmission of data required for compliance with the MSA. Any blocking of data required for compliance under the MSA is a material breach of the MSA. Customer is responsible for providing the systems, servers, software and network and communications necessary to access and use the Software. Customer is responsible for all acts and omissions of its Users as if they were Customer's acts and omissions.

(ii) Except as expressly permitted by the MSA, Customer will not, directly or indirectly,

(a) act as a service bureau, application service provider, or other service provided to third parties, sublicense transfer, lease, rent or otherwise assign its rights in the Software, Redistributable Components, or the Documentation to any third party;

(b) modify the Software, Redistributable Components, or the Documentation, create or attempt to create any derivative works of the Software, Redistributable Components, or the Documentation, or translate, reproduce, reverse engineer, re-engineer, de-compile, or disassemble the Software, Redistributable Components, or the Documentation;

(c) make use of any of the Software, Redistributable Components, or the Documentation for which it has not paid;

(d) use the Software, Redistributable Components, or Documentation in violation of applicable laws;

(e) alter or remove any proprietary rights notices or legends appearing on or in the Software, Redistributable Components, or Documentation; or

(f) use the Software, Redistributable Components, or Documentation in any manner inconsistent with this MSA, including Digital.ai's Acceptable Use Policy available via <https://digital.ai/acceptable-use-policy/>, which is incorporated hereunder.

2.5 Customer Data.

(i) Customer owns all rights, title and interest in and to all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Digital.ai to provide the Subscription to Customer without violating the rights of any third party. Customer agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable Software. Digital.ai does not and will not assume any obligations with respect to Customer Data other than as expressly set forth in this MSA or as required by applicable law. Customer will have sole responsibility for the accuracy and quality of Customer Data, the means by which Customer acquired Customer Data and Customer's use of Customer Data with the Subscription. If Users or any End User(s) are located in the European Economic Area and/or their member states, Switzerland and the United Kingdom, Customer represents and warrants that it shall obtain all appropriate consents, make all necessary disclosures, and otherwise conform to all applicable laws of the EEA, Switzerland and/or the United Kingdom related to any personal data included in Customer Data provided in the course of using a Subscription or collected or otherwise processed by the Software and/or Customer Application(s).

(ii) Digital.ai may use the Customer Data for purposes of providing the Subscription in accordance with the terms of this MSA. Digital.ai may use metadata, technical data and related operations information collected from Customer's use of the Subscription for internal use to develop, improve, operate and support its products and services.

2.6 Trial Use.

(i) Subject to the terms and conditions offered to Customer for trial use and the terms of this MSA, Customer may access and use the applicable Software, Redistributable Components, and/or Documentation on a trial basis, for the period stated in the applicable Order, or Digital.ai internet portal ("Trial Period"). At the end of the Trial Period, Customer's right to access and use the Software, Redistributable Components, and/or Documentation, as provided herein, automatically expires and Customer agrees to cease accessing and using such Software, Redistributable Components, and/or Documentation. For purposes of a trial, Digital.ai represents and warrants that it has the right, title and interest to provide the Software, Redistributable Components, and/or Documentation and perform its obligations in accordance with the terms hereof. EXCEPT FOR THE FOREGOING, CUSTOMER AGREES THAT THE SOFTWARE, REDISTRIBUTABLE COMPONENTS, AND/OR DOCUMENTATION ARE PROVIDED "AS IS" AND DIGITAL.AI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, HEREUNDER INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

3. Warranty

3.1 Digital.ai warrants that (i) it is entitled to license the Software to Customer, (ii) the Software shall conform in all material respects to the Documentation and (iii) the Software does not contain a computer virus, malware, ransomware, or other malicious code at the time of delivery of the Software to the Customer. Digital.ai does not warrant that operation of the Software will be uninterrupted or “bug” or error free. The parties acknowledge and understand that the Software is permitted to contain customary license keys, such as keys limiting the number of Users in accordance with the applicable Order(s) and restricting access after termination or expiration of a then-current license term.

3.2 THE FOREGOING WARRANTIES ARE EXCLUSIVE. DIGITAL.AI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES REGARDING THE SOFTWARE, REDISTRIBUTABLE COMPONENTS OR THE DOCUMENTATION, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF DIGITAL.AI BREACHES THE APPLICABLE FOREGOING WARRANTY AND CUSTOMER PROMPTLY NOTIFIES DIGITAL.AI IN WRITING OF THE NATURE OF THE BREACH, DIGITAL.AI SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROMPTLY REPAIR OR REPLACE THE NON-CONFORMING SOFTWARE WITHOUT CHARGE.

4. Fees and Audit

4.1 Each Order will be due and payable annually in advance, on the due date(s) stated within the applicable Order. Digital.ai may distribute temporary license keys to Customer until such time an applicable invoice is paid in full. Digital.ai may assess finance fees of 1.5% per month for any late payments. Additionally, Digital.ai reserves the right to suspend or terminate Customer’s access to the Software without liability to Customer if Customer fails to cure any instance of non-payment within 15 days of receipt of notice from Digital.ai.

4.2 Amounts specified in an Order are exclusive of applicable sales, use, VAT, consumption, and any other taxes. Customer shall timely pay all such taxes. Customer will indemnify Digital.ai and hold Digital.ai harmless from and against any such taxes and will promptly reimburse Digital.ai for the amount of any taxes that Digital.ai is required to or otherwise pays as a result of Customer’s failure to pay such amount.

4.3 Customer shall immediately owe and pay fees associated with usage in excess of the Software amounts licensed and promptly (and in no event more than 15 days after becoming aware thereof) remedy any underpayments both retroactively as well as prospectively for the remainder of the Subscription term.

4.4 Customer agrees that, upon Digital.ai’s request during or after any Subscription term, Customer shall provide Digital.ai a written summary of its usage of the Software. Customer shall maintain complete, current and accurate records of the location of each copy of the Software in Customer’s possession for at least five (5) years. Furthermore, Customer shall maintain the location of all Users thereof, and the number of all Users under the MSA.

5. Support Services

5.1 Support is provided during the term of the applicable Order, pursuant to the Support terms located at: <https://digital.ai/support/support-and-maintenance/> which is incorporated herein by reference.

6. Professional Services

6.1 Digital.ai shall perform the Professional Services with reasonable care and skill pursuant to an applicable Order. Unless otherwise specified in the applicable Order, all Professional Services are performed on a time and materials basis. Nothing in the Order may be construed as an obligation of Digital.ai to deliver a certain result. Unless otherwise specified in the applicable Order, Customer shall reimburse Digital.ai’s reasonable cost for travel and expenses incurred in connection with the performance of the Professional Services insofar as (i) such cost are in compliance with Customer’s travel policy; and (ii) Digital.ai substantiates such cost with receipts. All costs for expenses in compliance with Customer’s travel policy which have already been incurred by Digital.ai in the performance of the Professional Services, prior to an early termination of the Order by Customer, shall be borne by Customer.

6.2 Except for Customer’s pre-existing intellectual property or Customer Data provided by the Customer, all rights, titles and interest, including moral rights in intellectual property to or arising from any Professional Services shall be owned solely by Digital.ai or its licensors. Digital.ai grants to Customer a non-exclusive, non-licensable, non-sublicensable, non-transferable right to use the Professional Services and all works derived therefrom during the applicable Subscription term and solely in connection with the Software.

7. Indemnification

7.1 Except for the limited license rights granted pursuant to this MSA, title, ownership rights and all intellectual property rights in and to the Software and Documentation shall remain the sole and exclusive property of Digital.ai and its licensors.

7.2 Digital.ai will defend Customer against any third-party claim brought against Customer that Customer’s use of the Software or Redistributable Components in accordance with the terms herein infringes or misappropriates any patent subsisting, copyright, trademark or trade secret, provided however that Customer with regard to any such claims: (i) promptly notifies Digital.ai; (ii) reasonably cooperates with Digital.ai; and (iii) allows Digital.ai to control the defense and all related settlement negotiations. Digital.ai will pay such damages or costs as are finally awarded by a court of competent jurisdiction against or agreed to by Digital.ai in settlement for such claim. Customer will have the right to participate with Digital.ai in the defense or appeal of any such claim, at Customer’s own expense (such expense not being indemnified by Digital.ai), but Digital.ai will have sole control and authority with

respect to any such defense, compromise, settlement, appeal or similar action, provided that Digital.ai obtains Customer's prior consent to any settlement that requires Customer to make any admission of fault or pay any amounts in connection with such settlement.

7.3 If an injunction is sought or obtained against Customer's use of the Software or Redistributable Component(s) as a result of a third party infringement claim, Digital.ai may, at its sole option and expense, (i) procure for Customer the right to continue using the affected Software or Redistributable Component(s), (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not commercially feasible, (iii) terminate the Subscription and refund the Subscription fee received from Customer for the affected Software or Redistributable Component(s) less a usage charge based on a 12-month amortization schedule.

7.4 Digital.ai shall have no liability for any third-party claim of infringement based upon: (i) use of other than the then current, unaltered version of the applicable Software or Redistributable Component(s), unless the infringing portion is in the then current, unaltered release; or (ii) use, operation or combination of the applicable Software or Redistributable Component(s) with non-Digital.ai programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination. THE PARTIES MUTUALLY AGREE THAT THIS SECTION 7 STATES DIGITAL.AI'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT CLAIMS RELATED TO OR ARISING FROM THE AGREEMENT, THE SOFTWARE, THE REDISTRIBUTABLE COMPONENTS OR ANY PRODUCTS OR SERVICES PROVIDED BY DIGITAL.AI UNDER ANY ORDER.

7.5 Customer agrees to release, indemnify and hold Digital.ai, its Affiliates and licensors, and each of their respective officers, employees, directors, managers, partners, and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind arising out of or relating to any third party claims arising from or related to (i) Customer's or any User's breach of Section 2 of this MSA or (ii) any allegation that materials or data (a) maintained on Customer's or any Users' behalf, or (b) uploaded to the Software or used in connection with the Software infringe or misappropriate any patent subsisting, copyright, trademark or trade secret.

7.6 If Customer has licensed the Software for a Customer Application, Customer will defend at its expense, indemnify, and hold harmless Digital.ai from and against any losses, costs or damages resulting from or in connection with any claims brought by a third party against Digital.ai resulting from or in connection with the use, manufacture, or distribution of Customer Application by Customer and Customer's Users or End Users in any country, provided that Digital.ai gives Customer prompt written notice of any such claim, tenders to Customer the defense or settlement of any such claim at Customer's expense, and cooperates with Customer, at Customer's expense, in defending or settling such claim. This indemnification obligation shall not apply to infringement actions or claims if such actions or claims are based solely on the use of the Software in the form provided by Digital.ai.

8. Confidentiality

8.1 Each party that receives Confidential Information of the other party agrees that, unless the disclosing party gives its prior written authorization, the receiving party shall not: (i) use such Confidential Information other than for the purposes of this MSA; or (ii) disclose any such Confidential Information to any third party except those directors, managers, officers, employees, subcontractors, consultants, representatives and agents of the receiving party (collectively, the "**Representatives**") who are required to have such Confidential Information in order to carry out the purposes of this MSA and who have signed a non-disclosure agreement or are otherwise bound by confidentiality obligations at least as restrictive as the provisions of this MSA. The receiving party shall prevent the unauthorized use, disclosure, dissemination or publication of Confidential Information by itself and by its Representatives using at least the same degree of care that the receiving party uses to protect its own confidential information of a similar nature, but in no event less than a commercially reasonable degree of care.

8.2 The obligations of the parties under this Section 8 shall not apply to the extent of any disclosure required pursuant to a duly authorized subpoena, court order, or government authority of competent jurisdiction, provided that the receiving party has provided, to the extent permitted by applicable law, prompt notice to, and full cooperation with, the disclosing party prior to such disclosure so that such party may seek a protective order or other appropriate remedy to protect against or limit disclosure.

8.3 Upon request by the disclosing party, the receiving party will certify to the disclosing party in writing that all copies, abstracts, summaries, and documents including Confidential Information have been destroyed.

8.4 Any breach of the confidentiality obligations set forth in this Section would constitute a material breach of this MSA, which the parties acknowledge may cause irreparable harm to the disclosing party, leaving it without an adequate remedy at law. Such a breach shall therefore entitle the disclosing party to seek injunctive relief in addition to all other remedies, without the necessity of posting of a bond or other security in connection therewith.

8.5 This Section 8 will remain in effect during the term of this MSA and for a period of two (2) years following the termination of this MSA or the applicable Order and, in the case of Confidential Information that constitutes a trade secret under applicable law, for so long as such Confidential Information remains a trade secret.

9. Limitation of Liability

9.1 EXCEPT FOR A PARTY'S: (I) WILLFUL BREACH OF A MATERIAL TERM OF THIS MSA; OR (II) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, A PARTY'S AGGREGATE LIABILITY FOR DAMAGES (DIRECT OR OTHERWISE) CONCERNING PERFORMANCE OR NON-PERFORMANCE IN ANY WAY RELATED TO OR ARISING FROM OR UNDER THIS MSA, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT,

STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO DIGITAL.AI FOR THE 12-MONTH SUBSCRIPTION PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO OTHER EVENT SHALL A PARTY BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF DATA, LOSS OF USE, LOSS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, RELATED TO OR ARISING FROM OR UNDER THIS MSA.

9.3 UNDER NO CIRCUMSTANCES WILL DIGITAL.AI BE LIABLE IN ANY WAY FOR CUSTOMER APPLICATIONS, INCLUDING FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT UPLOADED OR EMAILED IN CONNECTION WITH OR VIA THE SOFTWARE. CUSTOMER ACKNOWLEDGES THAT DIGITAL.AI AND ITS DESIGNEES WILL HAVE THE RIGHT (BUT NOT THE OBLIGATION) IN THEIR SOLE DISCRETION TO REFUSE OR REMOVE ANY CUSTOMER APPLICATION THAT IS AVAILABLE IN CONNECTION WITH OR VIA THE SOFTWARE, INCLUDING FOR VIOLATIONS OF THIS MSA OR ANY POLICIES OR TERMS OF USE OF DIGITAL.AI.

10. Term and Termination

10.1 The term of this MSA shall commence upon Customer's acceptance thereof (the "**Effective Date**") and shall continue until the termination or expiration of the last then-current Order. Any associated Orders shall automatically extend for additional one-year periods (each, an "**Extension Term**") at the end of the Initial Term or, as applicable, any Extension Term.

10.2 Customer will continue to receive the Subscription for any Extension Term of an Order in exchange for payment of Digital.ai's then-current fees. Unless otherwise expressly provided in an Order, any extension fees shall be due and payable to Digital.ai no later than thirty (30) days prior to the start of the applicable Extension Term.

10.3 Either party may terminate any or all existing Order(s) immediately by providing written notice to the other party of such termination if the other party: (i) breaches any material provision of this MSA; (ii) is adjudicated as bankrupt or makes an assignment for the benefit of creditors, or if a receiver, liquidator, administrator or a trustee is appointed for such party's affairs; or (iii) if a party is dissolved. None of the foregoing termination for cause rights shall be valid if the breaching party is able to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching party. Either party may terminate an Order at the end of the Initial Term or an Extension Term thereof by giving the other party at least 90 days' prior written notice before the beginning of the next Extension Term.

10.4 If this MSA or any Order is terminated, Customer must within 30 days after such termination, at Digital.ai's direction, destroy or return all affected Software and Documentation and certify in writing that it has complied with this Section 10.4. Upon expiration or termination of the MSA, if Customer was granted a Redistributable Components License, then in addition, Customer shall: (a) cease the reproduction and distribution of the Redistributable Components (except as provided below); and (b) promptly certify to Digital.ai that Customer has done so. However, for those Customer Applications that have been distributed by Customer prior to such expiration or termination and for which Customer retains the Redistributable Components License post-termination, Customer may retain one (1) copy of the Redistributable Components to support existing End Users of the Customer Application, provided that Customer has paid all applicable fees due to Digital.ai and Customer acknowledges and agrees that it is not entitled to Support, nor does Digital.ai have any further obligation to provide Customer with Support after the effective date of termination. Customer assumes all risks with respect to the Customer Application.

10.5 All provisions and obligations of this MSA or any Order which by their nature should survive any termination of this MSA or an Order will survive any such termination, including provisions and obligations with regard to accrued rights to payment, confidentiality obligations, warranty disclaimers, limitations of liability, engaging of third parties and liability for taxes and premiums.

11. Miscellaneous

11.1 *Force Majeure.* Digital.ai shall not be liable for, nor shall Digital.ai be considered in breach of this MSA due to, any failure to perform its obligations under this MSA as a result of a cause beyond its reasonable control, including any act of God or a public enemy, terrorist act, act of any military, civil or regulatory authority, change in any law or regulation, epidemic, pandemic, freight embargo, strike, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, introduction of a virus, worm or similar disabling code in the Software by Customer or a third party or any other cause, whether similar or dissimilar to any of the foregoing.

11.2 *Assignment.* Either party may assign this MSA and any of its rights or obligations hereunder to its Affiliates or in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger, consolidation, reorganization, or change in control or similar transaction. The terms of this MSA shall be binding upon the permitted successors and assigns of each party. Any attempted assignment or transfer in violation of the foregoing will be null and void.

11.3 *Severability.* If any part of this MSA is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other parts of this MSA.

11.4 *Waiver.* Any failure by either party to detect, protest, or remedy any breach of this MSA will not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver can only occur pursuant to the prior written express permission of an authorized officer of the other party.

11.5 *Notices.* All notices, instructions, requests and other communications required or permitted under this MSA shall be in writing and shall be delivered in person or sent by either commercial overnight courier or certified or registered mail, return receipt requested, or electronic transmission to either party at the respective addresses set forth on the applicable Order or to such other address as specified in writing by a party to the other party in accordance with the terms of this Section. All such notices, instructions, requests and other communications shall be deemed effective (i) immediately if delivered in person; (ii) the next business day if delivered by commercial overnight courier; (iii) three business days after deposit with the United States Postal Service, postage prepaid, if delivered by certified or registered mail; or (iv) when delivered, if delivered by electronic transmission such as electronic mail.

11.6 *Open Source Software.* The Software may contain open source software (“OSS”) licensed under such OSS’s applicable license terms and not this MSA.

11.7 *Export Restrictions.* Export laws and regulations of the United States and any other applicable jurisdictions apply to the Software. Customer agrees that such applicable export control laws govern Customer’s use of the Software and agrees to comply with all such applicable export laws and regulations (including “deemed export” and “deemed re-export” regulations). Customer agrees that no data, information or Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws, including nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer represents and warrants that Customer is not: (i) located in a country that is subject to a U.S. Government embargo (e.g., an embargoed country as designated by the Office of Foreign Asset Control of the U.S. Treasury Department), or that has been designated by the U.S. Government as a “terrorist supporting” country; or (ii) listed on any U.S. Government list of prohibited or restricted parties (e.g., the prohibited persons list maintained by the Bureau of Industry and Security of the U.S. Department of Commerce).

11.8 *Compliance with Laws.* Customer shall comply with applicable federal, state, local laws, regulations and ordinances, and all other applicable laws and regulations in the performance of this MSA and use of any Subscription provided hereunder.

11.9 *Counterparts.* This MSA and any Order, may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts shall, together, constitute one instrument. Signatures to this MSA or any Order may be exchanged by facsimile, portable document format or other similar electronic format, and all signatures exchanged in such manner shall constitute and be deemed original signatures.

11.10 *Governing Law.* This MSA shall be governed by the laws of the State of Delaware, which governing law shall control without giving effect to conflict of law principles and excluding the U.N. Convention on Contracts for the International Sale of Goods, even where adopted as a part of the domestic law of the country whose law governs this MSA. Any suit or proceeding relating to this MSA shall be brought exclusively before the state or federal courts located in the State of Delaware.

Any disputes arising in countries not recognizing or not executing court verdicts from the jurisdiction Digital.ai set forth in this Section shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“ICC”). Such disputes or claims shall be settled by simplified arbitration arranged by ICC in accordance with the rules of arbitration procedure adopted by ICC and in force at the time when such proceedings are commenced. Arbitration shall be conducted in the State of Delaware before one arbitrator is appointed in accordance with the ICC Rules. All arbitration shall be conducted in English. The award rendered thereon by the arbitrator shall be final and binding on the parties thereto, and judgement thereon shall be confidential and may be entered in any court of competent jurisdiction. Nothing in this section shall prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief. Customer may only resolve disputes with Digital.ai on an individual basis and Customer agrees not to bring or participate in any class, consolidated, or representative action against Digital.ai or its Affiliates or any of their employees.

11.11 *Third Party Offerings.* Customer is responsible for complying with any applicable terms and conditions of any third-party data, products, services, and platforms used by Customer in conjunction with the Software or Customer’s Subscription (“**Third Party Offerings**”). Digital.ai makes no representations or warranties regarding such Third-Party Offerings.

11.12 *Interpretation.* The following rules of interpretation must be applied in interpreting this MSA: (i) the section and subsection headings used in this MSA are for reference and convenience only, and will not enter into the interpretation of this MSA, (ii) all references to Sections are to the Sections in this MSA or, as applicable, an attachment to this MSA, and (iii) as used in this MSA, the term “including” will always be deemed to mean “including without limitation”.

11.13 *Publicity.* Digital.ai may use Customer’s name and may disclose that Customer is a licensee of the Software in Digital.ai advertising, press, promotion and similar public disclosures with respect to the Software and Professional Services; provided, however, that such advertising, promotions or similar public disclosures shall not indicate that Customer in any way endorses any Software, without prior written permission from Customer.

11.14 *Independent Contractors.* In the performance of this MSA, each party is an independent contractor, and the employees, officers and agents of one party will act only in the capacity of representatives of that party and not as employees, officers or agents of the other party.

11.15 *Notice for California Users.* Under California Civil Code Section 1789.3, users of the Software and other Digital.ai solutions from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

11.16 *Privacy and Data Protection Agreement.* Digital.ai will process Personal Data in accordance with, and for the purposes defined in, Digital.ai’s Privacy Policy available at <https://digital.ai/privacy-policy>. The parties agree that the Data Protection Agreement (“DPA”), located at <https://digital.ai/data-processing-addendum>, sets forth their obligations with respect to the processing and security of Personal Data, as such term is defined in the DPA.

11.17 *Security Emergencies.* If Digital.ai reasonably determines that the security of its Software, Redistributable Components or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, then, notwithstanding anything to the contrary, Digital.ai may, without liability to Customer, temporarily suspend the Software, Redistributable Components and/or related services and Digital.ai will take action to promptly resolve such security issues.

11.18 *Order of Precedence.* Any conflict or inconsistency among or between the terms and conditions of the documents comprising the agreement shall be resolved according to the following order of precedence: (i) a valid and binding Order Form, (ii) this MSA, or (iii) the DPA if applicable, but only for the specific Software described in the applicable Order.

11.19 *Entire Agreement.* This MSA, together with its incorporated exhibits, schedules, attachments, addenda, and the applicable Order(s) constitutes the entire agreement and understanding of the parties regarding the subject matter thereof and supersedes all prior and contemporaneous oral and written agreements, proposals or representations concerning such subject matter.

OpenGov End User License Agreement

The parties to this End User License Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the party procuring OpenGov's products and services ("Customer") through an authorized reseller ("Reseller"). This Agreement sets forth the terms under which OpenGov will provide its products and services to Customer through the Reseller.

1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record) including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) used between the Reseller and the Customer to purchase the Software Services and Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Party" (or "Parties") refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.7. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.8. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.9. "Statement of Work" or "SOW" means the document(s) separately executed by the Parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.
- 1.10. "Subscription Term" means the time period from the start date of the Software Services

specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.

2.2. Professional Services.

- 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible

for the operation, support, or security of any third-party software, systems, or services not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the Parties agree to comply with the terms of the Data Processing Addendum, located at <https://opengov.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Subscription Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat, and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software

maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation, and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation, and Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving Party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving Party without restriction on disclosure before receipt from the disclosing Party; (e) is disclosed to the receiving Party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other Party in writing prior to the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Subscription Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement (“Term”), unless earlier terminated pursuant to this Section 6.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination for Cause. If either Party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party, the non-breaching Party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days’ prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each Party shall, upon request of the other Party, return or delete any of the other Party’s Confidential Information.

7. Payment of Fees

Fees for the Software Services and Professional Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services or Professional Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
 - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty

to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and Reseller will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO RESELLER FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either Party; (b) either Party's infringement of the other Party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the Party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination or

expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither Party may assign, or otherwise transfer this Agreement without the other Party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither Party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The Parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each Party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

Terms of Service

These Quokka Terms of Service (“Agreement”) are between Kryptowire, Inc., dba Quokka, or one of its affiliates (together, “Quokka,” “Our,” “We,” “Us” or similar terms) and the customer (“Customer,” “You,” or “Your”) who accepts this Agreement, or accesses and/or uses the Services (as defined below). This Agreement governs Customer’s subscription to the Services described in the Order and constitutes a binding contract in connection with any paid or evaluation use of the Quokka Services.

IF YOU DO NOT AGREE WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU CANNOT ACCESS OR USE THE SERVICES. IF YOU ARE ACTING ON BEHALF OF YOUR EMPLOYER OR COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR EMPLOYER OR COMPANY TO THIS AGREEMENT.

ARTICLE I DEFINITIONS

1.1 “Customer Application” means the application submitted by Customer for evaluation by Quokka using the Services, whether a third-party application or an application developed or owned by Customer.

1.2 “Derivative Work” means a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.3 “Documentation” means the user guides for use of the Services that Quokka makes generally available in connection with the Services.

1.4 “Personal Data” any data relating to an identified or identifiable individual.

1.5 “Quokka Portal” means the online portal through which Quokka provides the Services.

1.6 “Order” means either the quote provided by Quokka and signed by Customer or the purchase order or written confirmation provided by Customer and signed by Quokka that describes the Services and forms a part of this Agreement.

1.7 “Service(s)” means the Quokka applications for security and privacy analysis of software applications and device management as described in the Order, including, if specified, Q-Scout, Q-Mast or Q-Vet and any support services provided under the Support Terms. Services may be provided as a software service platform that is accessed through the Quokka Portal.

1.8 “User” means any employee, contractor or agent who is authorized by Customer to utilize the Services in accordance with the terms and conditions of this Agreement and applicable Order.

ARTICLE II RIGHT TO USE

2.1 Right to Use Services. If Customer has purchased the Services as set forth in an Order, then, subject to the terms and conditions of this Agreement, Quokka (a) will use commercially reasonable efforts to make the Services available to Customer and its Users in accordance with the Documentation and this Agreement; and (b) hereby grants to Customer a limited, non-exclusive, non-transferable right: (i) to have Users access and use the Services solely for Customer’s internal business operations, consistent with this Agreement and the limitations specified or referenced in the Documentation and the Order; and (ii) to use the Documentation in support of Customer’s authorized access to or use of the Services.

2.2 Evaluation Offering. Upon written approval of Quokka, which it may grant or deny in its sole discretion, You may use the Services for Your own internal evaluation purposes only (“Evaluation”) for a period of up to thirty (30) days from the start date of the Evaluation (the “Evaluation Period”). During Evaluation Period, You: (i) may have one User access and use, solely during the Evaluation Period, the Services to evaluate one Customer Application; and (ii) shall comply with the use restrictions in Section 2.3. Upon conclusion of the Evaluation Period, unless You have placed an Order for the Services, You and Your Users shall cease access and use of the Services and return all Documentation in Your or Your Users’ possession to Us, and confirm to Us in writing (email accepted) of such deletion and uninstallation. You agree to provide Us Your evaluation and feedback on Your use of the Services during the Evaluation Period (collectively “Feedback”); such Feedback shall be deemed Our confidential information subject to Article VII of this Agreement and shall not be disclosed or published by You. You understand and agree that the Services provided during the Evaluation Period may be a limited version and may not offer all features or functionality. You grant Us the irrevocable, worldwide, perpetual, royalty-free and exclusive right to use the Feedback for any purpose, including improving and developing new features for the Services.

2.3 Restrictions. Customer will not, and will not permit its Users or any third party to: (a) access, use or copy the Services (including the Documentation) except as expressly permitted by this Agreement; (b) relicense, sublicense, rent or lease the Services or use the Services for third-party training, commercial time-sharing or service bureau use; (c) copy, modify, translate, reverse engineer, disassemble or decompile the Services, attempt to determine source code or protocols from the executable code of the Services or create any Derivative Works based upon the Services, except to the extent expressly permitted by applicable law, and then only after Customer has notified Quokka in writing of Customer’s intended activities; (d) access or use the Services for any unlawful or tortious purpose; (e) use the Services to store or transmit any viruses, software routines or other code designed to permit unauthorized access, disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (f) take

any action that may impose an unreasonable or disproportionately large load on the infrastructure of the Services or our systems or networks connected to the Services or otherwise interfere with or disrupt the operation of any of the Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies or regulations of such servers or networks; or (g) probe, scan or test (except for the limited Evaluation of the Services under Section 2.2 during the Evaluation Period) the efficacy or vulnerability of the Services, or take any action in an effort to circumvent or undermine the Services.

2.4 Users. Customer shall ensure that all Users of the Services comply with the terms and conditions of this Agreement, any applicable End User License Agreement and all applicable laws and regulations. Customer shall be responsible for compliance with this Agreement by each User and shall monitor and manage all Users in connection with the use of the Services under this Agreement. Customer is liable for its Users' use of the Services and any breach of this Agreement or applicable laws or regulations by its Users.

2.5 Ownership. As between Quokka and You, Quokka retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks, trade secrets and other intellectual property rights in and to the Services (or any portion thereof) including, without limitation, any copy or Derivative Work or Update (as defined below) of the Services (or any portion thereof). You agree to take any action reasonably requested by Quokka to evidence, maintain, enforce or defend the foregoing. You shall not take any action to jeopardize, limit or interfere in any manner with Quokka's ownership of and rights with respect to the Services, or any Derivative Work thereof. You shall have only those rights in or to the Services and any Derivative Work thereof granted to You pursuant to this Agreement.

2.6 Uploading of Customer Application to the Services. If Customer is uploading a Customer Application for analysis by the Services (such as Q-Mast or Q-Vet), then Customer represents and warrants that it has the right to provide the Customer Application to Quokka for use and analysis in connection with the Services, that the Customer Application does not violate the copyright, patent, trademark, trade secret or other intellectual property right, or any privacy or other rights, of any third party, and that the Customer Application does not contain any viruses, malware, ransomware or any other destructive computer program or application.

2.7 Q-Scout. Q-Scout is a Service that allows the Customer to monitor the security and privacy posture of a mobile device, that has the Q-Scout mobile application installed. The Order will specify the number of devices that the Company can monitor using this Service. Customer represents and warrants that it has provided all notices and obtained all consents necessary to use this Service to monitor the devices and that such monitoring will not violate any copyright, patent, trademark, trade secret or other intellectual property right, or any privacy or other rights of any employee, contractor or any third party whose device is monitored by this Service.

2.8 Data. You will retain all right, title and interest in and to data specific to the Customer Applications created by Your use of the Services ("Your Data") and Quokka will retain all right, title and interest in and to the results of the analysis of Your Customer Application generated through Your use of the Services ("Quokka Data"), provided that Quokka will not disclose to third parties (except Our subcontractors under an obligation of confidentiality) or make publicly

available Quokka Data specific to Your Customer Application, except in connection with a Quokka certification program. You grant Quokka and its affiliates the worldwide right to use Your Data to test, improve and develop new features and refine the Services. Quokka shall not use Your Data to train Artificial Intelligence/Machine Learning models without your prior written consent. Quokka hereby grants and will grant to You a limited, non-exclusive, non-transferable license (without the right to sublicense) to use the Quokka Data for Your internal business purposes only, in accordance with the terms and conditions of this Agreement, provided that You will not disclose to third parties (except Your subcontractors under an obligation of confidentiality) or make publicly available Quokka Data specific to Your Customer Application and You will maintain the Quokka Data as confidential under Article VII. For the avoidance of doubt, Quokka will retain all right, title and interest in and to all anonymized crash reporting data generated by the Services and Quokka shall automatically have a right to access and use such data for any purpose, including commercial purpose.

2.9 Support. Quokka will provide support to You and the Users in accordance with its support terms (“Support Terms”). Except as set forth in the Support Terms or as may otherwise be provided under a written support agreement entered into by Quokka and You, Quokka is under no obligation to provide engineering support services or otherwise to support the Service in any way, nor to provide any modification, error correction, bug fix, new release or other update (each an “Update”) to or for the Services. In the event Quokka, in its sole discretion, supplies or makes available any Update to You, such Update shall be deemed to be part of the Services hereunder, as applicable, and shall be subject to the terms and conditions of this Agreement.

2.10 Modification. Quokka may modify the Services from time to time in its sole discretion, provided that no such modification shall materially reduce the functionality of the Services subject to any Order then in effect. If such modification materially reduces the functionality of the Services, then You may terminate this Agreement with thirty (30) days’ prior written notice to Quokka, provided that if Quokka provides a workaround or other resolution that mitigates such material reduction of functionality during such thirty (30) day period, then no such right of termination shall arise.

2.11 Subcontractors. Quokka may from time to time engage consultants, independent contractors or subcontractors to assist Quokka in providing the Services under this Agreement provided that Quokka shall at all times remain liable for the actions of such consultants, independent contractors and subcontractors.

2.12 Compliance. In addition to any other remedies available to Quokka, subject to determination in accordance with the Contract Disputes Act, Quokka may suspend Your or any User’s access to and use of the Services if You or any such User fails to comply with the terms of this Agreement or if Quokka reasonably suspects such failure to comply. Quokka shall not be deemed to be in breach of this Agreement solely as a result of such suspension.

ARTICLE III ORDERING OF SERVICES

3.1 Order. The Services provided to Customer will be set forth in an Order agreed to in writing by Customer and Quokka, in each case covering Customer's subscription to the applicable Services. For an Order to be valid, it must be executed by both the Customer and Quokka. Unless otherwise expressly specified in the Order executed by Quokka, the terms of this Agreement shall supersede any conflicting terms in an Order. Any form or writing submitted by Customer that is not accepted in writing by Quokka is expressly rejected.

3.2 Charges. The total, non-refundable fees for use of the Services shall be set forth in Your Order and shall be payable in accordance with the terms and conditions of Your Order and the GSA Schedule Contract. If Customer has purchased a recurring subscription to the Services, then Customer shall either pay or provide a payment method (such as credit card) to pay the subscription fees on the first day of each subscription period.

3.3 Failure to Pay Fees. Quokka shall have the right to terminate this Agreement in accordance with the Disputes Clause (Contract Disputes Act) if Customer fails to timely pay fees when due. In addition, Quokka shall have the right to charge interest on any past due amount at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

ARTICLE IV WARRANTIES AND REMEDIES

4.1 Disclaimer. QUOKKA WARRANTS THAT THE SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, QUOKKA PROVIDES THE SERVICES ON AN AS-IS BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. QUOKKA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Quokka does not warrant that the Services will operate in combination with hardware, software, systems or data not provided by Quokka, except as expressly specified in the Documentation, or that the operation of the Services will be uninterrupted or error-free. You are responsible for the initial determination of whether a problem is caused by an error in the Services. Except as provided in Section 2.9, Quokka does not provide assistance on the general use of the Services or problem diagnosis to customers that have not ordered support services from Quokka. Quokka shall have no liability for Your specific use of the Services.

ARTICLE V INDEMNIFICATION

5.1 By Quokka. Quokka shall have the right to intervene to defend, indemnify and hold You harmless from and against any loss, liability, damage or cost (including reasonable attorneys'

fees) in connection with any third-party claim of United States copyright infringement or trade secret misappropriation relating to Your access to or use of the Services in accordance with the terms and conditions set forth in this Agreement and the Documentation, provided that You promptly notify Quokka in writing of any such claim and allow Quokka to control, and fully cooperate with Quokka in, the defense of any such claim and all related settlement negotiations. In the event an injunction is sought or obtained against Your access to or use of the Services as a result of any such infringement claim, Quokka may, at its sole option and expense, (a) procure for You the right to continue using the Services or (b) replace or modify the Services so that it does not infringe. Quokka shall have no liability for and to the extent permissible under applicable law, You shall indemnify and hold Quokka harmless from and against any loss, liability, damage or cost (including reasonable attorneys' fees) in connection with any third-party claim based upon: (i) the Customer Application; (ii) Your use of other than the then-current, unaltered version of the Services, unless the infringing portion is also in the then-current, unaltered release; (iii) Your use, modification, operation or combination of the Services with non-Quokka programs, data, equipment or documentation if such infringement would have been avoided but for such use, modification, operation or combination; (iv) compliance with Your designs, specifications or instructions; or (v) any third-party software. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF QUOKKA, AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY RIGHTS. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED IN DEROGATION OF THE U.S. DEPARTMENT OF JUSTICE'S RIGHT TO DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST THE U.S., PURSUANT TO ITS JURISDICTIONAL STATUTE 28 U.S.C. §516.

5.2 Reserved.

ARTICLE VI TERMINATION

6.1 Term. This Agreement is effective as of the date of Your Order until the expiration date set forth in Your Order or until terminated in accordance with Sections 2.2, 3.3 or 6. Subscriptions may be renewed for each successive subscription period on the same terms as set forth in the Order, subject to any price increases applicable to the Services, by executing a written order.

6.2 Termination for Breach. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Quokka shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6.3 Suspension of Services. In addition to any other remedies, subject to determination in accordance with the Contract Disputes Act, Quokka may suspend access to the Services if You fail to pay the charges due under any Orders within thirty (30) days after the applicable due date. Quokka shall not be deemed to be in breach of this Agreement solely as a result of such suspension.

6.4 Effect of Termination. Upon expiration or termination of this Agreement, (a) the provisions of Sections 2.2 (with respect to the license to Feedback only), 2.3, 2.5, 2.8 (with respect to the license to Your Data), and 6.4, and Articles IV, V, VII, VIII, IX and X shall survive; and (b) You will cease all use of the Services, remove any Quokka applications from Your User Devices, return to Quokka or destroy all Documentation and related materials in Your possession, and so certify to Quokka in writing.

ARTICLE VII CONFIDENTIAL INFORMATION AND PRIVACY

7.1 You shall treat and hold the Services, Quokka Data and any other confidential information provided by Quokka to You in connection herewith in strict confidence and shall restrict access to the Services to Users. To the extent the performance of its obligations under this Agreement requires Quokka to be exposed to any information that is identified prior to disclosure by You as being confidential or proprietary, Quokka shall not disclose such information to any third parties and shall use such information only to the extent necessary to perform under this Agreement; provided, however, no such obligations shall apply to information in the public domain, received from third parties under no obligation of confidentiality or previously known by the applicable party. Quokka recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

7.2 Any personal information or personal data of any User or provided by Customer under this Agreement shall be used by Quokka in accordance with its Privacy Policy, which is incorporated herein by reference. Customer represents and warrants that it has provided all notices and obtained all consents necessary to provide the personal data of any User, employee or contractor to Quokka for purposes of administering this Agreement or providing the Services. Each party shall be responsible for complying with applicable laws with respect to its use of personal information. To the extent required by law, we will process such personal information in accordance with our then applicable data protection agreement, which You accept as a condition to using our Services.

ARTICLE VIII LIMITATION OF LIABILITY

8.1 To the extent allowed by applicable law, Quokka’s entire liability to You for damages concerning performance or nonperformance by Quokka or in any way related to the Services or the subject matter of this Agreement, regardless of whether the claim for such damages is based in contract, tort, strict liability, or otherwise, shall not exceed the amounts received by Quokka under this Agreement.

ARTICLE IX CONSEQUENTIAL DAMAGES WAIVER

9.1 TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL QUOKKA BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES,

DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF QUOKKA HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. Quokka shall have no liability with respect to claims relating to or arising from the use of non-Quokka products and services, even if Quokka has recommended, referred or introduced You to such products and services. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Quokka's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

ARTICLE X GENERAL TERMS

10.1 Governing Law/Jury Trial Waiver. This Agreement and all matters arising out of or relating to this Agreement will be governed by the Federal laws of the United States, without giving effect to any choice of law rule. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded.

10.2 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

10.3 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law, merger, change in control or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Quokka. Quokka may freely assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under this Agreement. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

10.4 Export Administration and Compliance with Laws. You will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively "Export Controls") with respect to any use of the Services. Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Services, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls. You agree not to export the Services, directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

10.5 Government End-User Rights. You agree that the Services (and Derivative Works thereof) are "Commercial Items" as defined in 48 C.F.R. 2.101, and Your use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and software is restricted

in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, this commercial product and software are licensed to U.S. federal government end users (i) only as Commercial Items, and (ii) with only those rights as are granted to all other users pursuant to this Agreement.

10.6 Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

10.7 Use of Logo. Customer authorizes Quokka to use its name, without notice to or consent by Customer, in connection with certain promotional materials that Quokka may disseminate to the public to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. The promotional materials may include, but are not limited to, brochures, internet website, press releases, advertising and any other materials relating the fact that Quokka has a customer relationship with Customer and such materials may be developed, disseminated and used without Customer's review. Nothing herein obligates Quokka to use a Customer's name, logo and/or trademark, in any promotional materials of Quokka.

10.8 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices to You shall be sent to the address specified on Your Order (or to such other address as may be designated by You by giving written notice to Us pursuant to this Section). All notices to Quokka shall be sent to 800 N Glebe Rd, STE 720C, Arlington, VA 22203 US. (or to such other address as may be designated by Us by giving notice to You pursuant to this Section).

10.9 Entire Agreement. This Agreement and the Order constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement and the Order will supersede the terms in any of Your purchase orders or other ordering documents.

Exhibit B:
Insurance Requirements for Agreements Involving Information Technology

Consultant or Vendor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance

appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Consultant.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Consultant's insurance, at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10 **and** CG 20 37 forms if later revisions used. For Vendors ISO Form CG 20 15 12 19 is acceptable. Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

REV 2025-06-04

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary and non-contributory**, with coverage at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance, including any excess policies, and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

REV 2025-06-04

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
425 N El Dorado Street
Stockton, CA 95202



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 4/15/2026, 4:04 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: readyrebound@vertosoft.com

Vertosoft Contact: Leo Burns
Phone:
Email: leo.burns@vertosoft.com

Vertosoft Quote for Ready Rebound - City of Stockton, CA
Vertosoft is an authorized distributor and reseller of all Ready Rebound products

Contract: OMNIA Partners: 159574

Quote #: Q-21641
Expires On: 4/30/2026

Ship To
City of Stockton, CA

Quote For:
Name: Timothy Caluya
Company: City of Stockton, CA
Email: timothy.caluya@stocktonca.gov
Phone:

| PAYMENT TERMS | DELIVERY METHOD | PAYMENT METHOD | VERTOSOFT CUST ID | SUPPLIER REF |
|---------------|-----------------|-----------------------|-------------------|--------------|
| Net 30 | Electronic | Check/ACH/Credit Card | | |

Year 1 (6/1/2026 - 5/31/2027)

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|--|--------|------------|--------------|
| Recover-CA | Ready Rebound Recover 24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers. Sports medicine healthcare model for members and nuanced return-to-work communication for all stakeholders, including employers and medical providers. Service is available for all musculo-skeletal injury circumstances for paid members, their immediate family, and retirees. | 214.00 | \$525.26 | \$112,405.64 |
| Year 1 (6/1/2026 - 5/31/2027) TOTAL: | | | | \$112,405.64 |

ATTACHMENT A

Year 2 (6/1/2027 - 5/31/2028)

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|--|------------|-------------------|-----------------|
| Recover-CA | Ready Rebound Recover 24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers. Sports medicine healthcare model for members and nuanced return-to-work communication for all stakeholders, including employers and medical providers. Service is available for all musculo-skeletal injury circumstances for paid members, their immediate family, and retirees. | 214.00 | \$525.26 | \$112,405.64 |
| Year 2 (6/1/2027 - 5/31/2028) TOTAL: | | | | \$112,405.64 |

Year 3 (6/1/2028 - 5/31/2029)

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|--|------------|-------------------|-----------------|
| Recover-CA | Ready Rebound Recover 24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers. Sports medicine healthcare model for members and nuanced return-to-work communication for all stakeholders, including employers and medical providers. Service is available for all musculo-skeletal injury circumstances for paid members, their immediate family, and retirees. | 214.00 | \$538.40 | \$115,217.60 |
| Year 3 (6/1/2028 - 5/31/2029) TOTAL: | | | | \$115,217.60 |

| |
|----------------------------|
| TOTAL: \$112,405.64 |
|----------------------------|

Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer’s staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year’s fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

READY REBOUND MASTER SUBSCRIPTION AGREEMENT

This is a contract between Company and Customer. Customer is responsible for carefully reading all terms and conditions of this Agreement before signing an Order Form, clicking an "Accept" button, or accessing or using any Service. By signing an Order Form, or accessing or using any Service, Customer confirms that it has read and accepts this Agreement in its entirety. Any different or additional terms Customer may reference or provide to Company are overridden by this Agreement.

1. CONTRACT STRUCTURE AND ORDER-OF-PRECEDENCE

This Master Subscription Agreement ("**MSA**") is entered into between Ready Rebound, Inc. ("**Company**") and customer ("**Customer**") procuring Company Services through an authorized reseller ("**Reseller**") identified on the corresponding executed order document between Customer and Reseller that references this MSA ("**Order Form**"). If Customer purchases Professional Services, the Parties must enter into a statement of work ("**SOW**") describing those Services in the event such Professional Services are not described in the Order Form. In addition to the terms and conditions of the MSA, Customer's use of certain Services is subject to the additional terms and conditions provided in the Order Form ("**Service-Specific Terms**"). By using the Services listed in these Service-Specific Terms, Customer agrees that these Service-Specific Terms are incorporated into the MSA. Capitalized terms used below have the same meanings as used in the Agreement, unless expressly defined otherwise. This MSA, the Service-Specific Terms, all Order Forms and SOWs (collectively, the "**Agreement**") govern Customer's access to and use of Company's Service. In the event of any conflicts between this MSA, any Order Form, and any SOW, the following order-of-precedence applies: SOW takes precedence and prevails over its associated Order Form solely with respect to its subject matter; an the MSA takes precedence and prevails over the Order Form solely with respect to its subject matter; and Service-Specific Terms takes precedence and prevails over this MSA solely with respect to its subject matter. Customer and Company may be referred to in the Agreement individually as a "**Party**" and collectively as the "**Parties**." For the avoidance of doubt, Reseller is not a Party to this Agreement.

2. OWNERSHIP OF SERVICE AND CUSTOMER DATA

2.1 Ownership of the Service. The Service and Company Technology are the property of Company and its licensors, and are protected by copyright, patent, trade secret and other intellectual property laws. Company and its licensors retain any and all rights, title and interest in and to the Service and Company Technology (including all intellectual property rights), including all copies, modifications, improvements, extensions and derivative works thereof and any software, applications, inventions or other technology developed in connection with supporting the Company Technology.. Customer's right to use the Service and Company Technology is limited to the rights expressly granted in this MSA and the applicable Order Forms. All rights not expressly granted to Customer are reserved and retained by Company and its licensors.

2.2 Ownership and Use of Customer Data. As between Customer and Company all Customer Data is the property of Customer. Company may store, access and process Customer Data as necessary to provide the Service, meet its obligations under the Agreement and verify Customer's compliance with terms of Service, including to monitor and analyze use of the Service, and to develop, improve and enhance the Service and other Company offerings.

2.3 Storage. Company stores Customer Data in data centers that are owned and controlled by Company or owned and controlled by a third-party vendor of Company. Customer Data may be accessed remotely for support and technical operations purposes from outside the US.

2.4 Feedback. Customer grants Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Services Customer's Feedback. Company will exclusively own any improvements or modifications to the Services based on or derived from any of Customer's Feedback including all intellectual property rights in and to the improvements and modifications.

3. GRANT OF ACCESS

Subject to the terms and conditions of this MSA, Company hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 14.2 (Assignment)) right to access and use the Service and Company Technology during the Service Term in accordance with the limitations in this MSA and the terms of all applicable Order Form(s) and SOWs. Unless otherwise set forth in an applicable Order Form, the usage allotments (e.g., number of members) to which Customer is entitled will correspond to the Service to which Customer then subscribes.

If Customer's use of the Service exceeds the entitlements applicable to its then-current subscription, Company may (i) require Customer to pay any Fees associated therewith; or (ii) terminate all applicable Order Forms for cause in accordance with Section 6.2(b) (Termination of Order Form or SOW).

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsible for Member. Customer is responsible for all activity related to the Customer's Members and for complying with all laws and regulations applicable to Customer's and its Members' use of the Service and Company Technology.

4.2 Use Restrictions. Customer must not, without Company's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublicense, operation of a service bureau, transfer or other commercial exploitation of, or other third party access to, any element of the Service or Company Technology, except to the extent expressly permitted by the Agreement; (b) creation of any modifications or derivative works of the Service or Company Technology; (c) reverse engineering of the Service or Company Technology; (d) gaining of unauthorized access to the Service, Company Technology or its related systems or networks; (e) interference with or disruption of the integrity or performance of the Service, Company Technology or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service or Company Technology for which Customer lacks sufficient ownership or other rights; or (g) sending, storing or use of any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the Service or Company Technology. Customer also must use reasonable security measures to access the Service and Company Technology, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service or Company Technology. Company also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service or Company Technology (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in the Agreement.

4.3 No Export; Government Use. Customer may not remove or export from the United States or allow the export or re-export of the Services, Company Technology or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Technology and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

4.4 No Medical Advice. Company is not a healthcare provider and does not provide medical advice. Company only acts as an intermediary to connect Members who seek medical advice to providers of medical advice. COMPANY HAS NO CONTROL OVER THE ACTIONS OF THE THIRD-PARTY PROVIDERS AND DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICE. The Content and other materials created by Company or obtained from Company's licensors, and other materials contained on the Service are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Customer acknowledges that Members should seek the advice of their physician or other qualified health provider with any questions they may have regarding a medical condition. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Service. Reliance on any information provided by Company, Company employees, others appearing on the Service at the invitation of Company is solely at the Members own risk. The service providers and professionals utilizing or featured on the Service are not Company employees. Any health education, opinions, advice, or information expressed by a professional or service provider utilizing or featured on the Service are of the professional and the professional alone. They do not reflect the opinions of the Company. Company does

not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on Company or by a licensee of Company.

4.5 **Equipment.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4.6 **Customer Data.** Customer or its applicable Member has obtained and will continue to obtain all rights, licenses and permissions necessary for Company to use the Customer Data in the provision of the Service as contemplated hereunder and shall be solely responsible for such Customer Data, including its legality, reliability, and appropriateness.

5. INDEMNIFICATION

5.1 **By Company.** Company shall, at its sole cost and expense, indemnify, defend and hold harmless Customer, its Affiliates and its and their respective officers, directors, employees, counsel, consultants and agents ("**Indemnitees**") from and against all losses, liabilities, costs, damages and expenses, including but not limited to reasonable legal fees and expenses finally awarded against Customer ("**Losses**"), incurred or suffered by any of them as a result of third party claims, actions or demands ("**Claims**"), arising out of or in connection with infringement or misappropriation of intellectual property rights resulting from the authorized use of the Service.

5.2 **By Customer.** Customer shall, at its sole cost and expense, indemnify, defend and hold harmless the Company Indemnitees from and against all Losses, incurred or suffered as a result of third party Claims (including intellectual property claims) arising out of or in connection with (i) the unauthorized use of the Service or Company Technology, or (ii) Customer Data, and (iii) any disputes with Members including regarding their use of the Service.

5.3 **Exceptions.** Company's indemnification obligations under this Section 5 do not apply if (i) the allegation does not specify that the Service or Company Technology as the basis of the Claim, (ii) a Claim arises from the unauthorized use of the Service, (iii) a Claim arises from the use or combination of the Service or Company Technology or any part thereof with services, offerings, software, hardware or processes not provided by Company, or (iv) a Claim arises from the Customer or Members' violation of law, gross negligence or willful misconduct.

6. TERM, TERMINATION AND EFFECT OF TERMINATION

6.1 TERM

6.1(a) **Term of MSA.** This MSA will begin on the Effective Date and continue in effect until all Order Forms and SOWs, if any, expire or are terminated in accordance with this MSA.

6.1(b) **Term of Order Forms.** The initial term of each Order Form will start on the Start Date and end on the End Date as each is identified on the Order Form (the "**Service Term**").

Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with Section 6.2(b), upon expiration of the Service Term, the relevant Order Form will terminate. This Agreement will renew if Customer enters another Order Form for the Services and/or additional Professional Services before the end of the Service Term.

6.2 TERMINATION

6.2(a) **Termination of Agreement.** Neither Party will have the right to terminate the Agreement without legally valid cause (no termination "for convenience"). This MSA will automatically terminate upon the date that all Order Forms and all SOWs, if any, have expired or been terminated in accordance with the terms set forth herein. Upon permitted termination of this MSA, all Order Forms and SOWs governed by it will also be terminated automatically.

(b) **Termination of Order Form or SOW.** Either Party may terminate an Order Form or SOW in accordance with their respective terms. Either Party may terminate an Order Form or SOW for cause upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this MSA, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach.

(c) **Termination for Change of Law.** Notwithstanding anything to the contrary in this MSA, if complying with any law applicable to the Service by Company enacted after the Effective Date would materially change the Parties' costs or risks in providing the Service, then the Parties' respective legal counsel will promptly meet to discuss alternative options. If the Parties are unable to reach an amicable resolution within thirty (30) days, then each Party will have the right to terminate the Agreement (including all Order Forms and SOW) – in which case the termination will be effective thirty (30) days thereafter. In the event of such a termination, Customer's sole right and Company's sole obligation (except to the extent otherwise expressly stated in this MSA) will be for Reseller to promptly refund to Customer, on a pro rata basis, any Fees paid under all Order Forms and SOW then in effect that are unused as of the termination effective date.

6.3 EFFECT OF TERMINATION

6.3(a) **Effect of Expiration or Termination of MSA.** Sections 1, 2, 4.2 - 4.4, 5, 6.3, 12, 13, 14, and 15 of this MSA will survive any expiration or termination of this MSA. An Order Form or SOW may identify additional terms that will survive any expiration or termination of the applicable Order Form or SOW.

(b) **Effect of Termination of MSA, Order Form or SOW.**

Subject to the exclusive remedy provisions in this MSA: (a) if Customer terminates an Order Form, SOW or this MSA for uncured material breach in accordance with this MSA, Customer will be entitled to a refund, on a pro rata basis, of any prepaid Fees that are unused as of the termination effective date; and (b) if Company terminates an Order Form, SOW or this MSA for uncured material breach in accordance with Section 6.2, all amounts owed by Customer thereunder will become due and payable.

7. ORDER PROCESS

Customer orders the Service via one or more Order Forms, and Customer orders Company's Professional Services via one or more SOW. Customer's Affiliates are also permitted to sign Order Forms and SOWs with Company that are governed by this MSA, in which case all references to "Customer" in this MSA shall be interpreted to refer to the relevant Customer Affiliate for purposes of interpreting such Affiliate Order Forms and SOW; provided, however, that Company's maximum liability under Section 12 to Customer and all of its Affiliates who sign Order Forms or SOWs under this MSA shall not exceed, in the aggregate, the limits stated in Section 12.

7.1 **Purchase Orders.** If Customer requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, Customer must provide to Company such valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to such terms and conditions.

7.2 **Modification of Fees Upon Renewal.** Reseller reserves the right to modify the Fees for the Service under one or more Order Forms, effective upon commencement of the next Renewal Service Term of the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term. Unless Customer notifies Reseller in writing at least twenty (20) days prior to the end of the then-current Service Term that Customer chooses not to renew such Order Form(s), the modified Fees shall take effect under the relevant Order Form(s) upon commencement of the next Renewal Service Term.

8. FEES AND PAYMENT

8.1 **Payment Details.** Customer must pay all fees and charges in accordance with this MSA and each mutually executed Order Form and SOW ("**Fees**"). Except to the extent otherwise expressly stated in this MSA, or in an Order Form or SOW:

a. all obligations to pay Fees are non-cancelable and non-refundable;

- b. Customer must make all payments without setoffs, withholdings or deductions of any kind;
- c. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when Reseller emails them to Customer's designated billing contact); and
- d. all Fees must be paid in U.S. Dollars.

In accordance with each Order Form: (i) Reseller charges and collects in advance the annual Fees for use of the Service based on the Service subscribed to by Customer (after the Initial Service Term, Reseller will invoice Customer for such annual Fees at least thirty (30) days prior to the start of each Renewal Service Term); and (ii) if Customer's use of the Service exceeds the contracted usage volume(s) specified in the applicable Order Form, Customer will pay the additional usage-based Fees, as described in such Order Form. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

8.2 **Taxes.** Company's Fees are exclusive of all taxes, levies, withholdings, deductions or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, withholdings, deductions or duties except any taxes based solely on Reseller's income or which do not arise from any Order Form or SOW. If Reseller has the legal obligation to pay or collect taxes for which Customer is responsible, that additional amount will be invoiced to, and paid by Customer, unless Customer provides Reseller a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer has the legal obligation to withhold or deduct any amount from the Fees, the sum payable by Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Company receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's admin user address as set forth in the applicable Order Form. Customer may update such address by providing written notice to Reseller and taxes will be updated on a prospective basis.

8.3 **Customer Contact Information.** Customer agrees to provide Reseller accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to Reseller's Accounts Receivable team.

8.4 **Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Reseller may have under this MSA or applicable law:

- a. Customer will owe Reseller an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
- b. Reseller will be entitled to recover its reasonable costs of collection;
- c. Reseller may suspend the start of any Renewal Service Term, or subsequent Service Term agreed in an Order Form between the Parties; and
- d. If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from Reseller, which may be provided via email to Customer's designated billing contact, Company may temporarily suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with [Section 6](#). Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

9. THIRD PARTY INTERACTIONS

To the extent Customer's use of the Service requires use of any third-party products, packages or services not made available by Company (e.g., Salesforce CRM, Amazon Web Services or a Web browser), Customer may be required to separately purchase or license such products, packages or services directly from the applicable third party. In addition, in connection with using the Service, Customer may choose to purchase or license certain other third-party products, packages or services identified by the Company. Any third-party products, packages and services and any terms associated therewith are between Customer and the relevant third parties. Company does not license, support, control, endorse or otherwise make any representations or warranties regarding any third-party products or services under this section, and in no event will Company have any liability whatsoever in connection therewith, even if Customer has directed Company to implement or configure the third-party products, packages or services. Customer is responsible for the conduct of any third party which obtains access to the Services from Customer.

10. PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from Company through Reseller relating to the Service ("**Professional Services**"), the Parties will mutually agree to one or more separate SOW (or if applicable, Order Form) containing the relevant description of services. Company Professional Services are separate and apart from the Service, and neither Party's obligations in connection with the Service are dependent in any way on any Professional Services. Company retains all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for Company (either alone or jointly with Customer or others) and provided to Customer, and any derivative works thereof, excluding any Customer Confidential Information. Company grants Customer a non-exclusive, non-transferable, royalty-free right to access and use the materials Company provides with the Professional Services internally in connection with the Service during the Term of this Agreement. Customer may not create derivative works of any materials Company provides with the Professional Services. Nothing in this MSA will prohibit, restrict or limit (i) Company from performing the same or similar Professional Services for or providing the same or similar work product to any third party, or (ii) Customer from hiring a third party to perform professional services related to the Services.

11. WARRANTIES AND DISCLAIMERS

11.1 **Mutual Warranties.** Each Party represents and warrants to the other that it has the legal power and authority to enter into this MSA, and that: (a) this MSA has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) to the best of its knowledge, no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this MSA; and (c) to the best of its knowledge, the execution, delivery and performance of this MSA does not violate the terms or conditions of any other legally binding agreement.

11.2 **Additional Customer Warranties:** Customer Party represents and warrants it will not use the Services for any illegal or unauthorized purposes and the use of the Services will not violate any applicable law or regulation.

11.3 **Additional Company Commitments.** Company further represents and warrants that:

- a. It will use reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, time bombs, cancelbots and other computer programming routines designed to damage or detrimentally interfere with software or data;
- b. The Service will perform substantially in accordance with the relevant documentation;
- c. It will make reasonable efforts to notify Customer, at least thirty (30) days in advance via Company's Normal Communication Channels, of any scheduled changes Company believes are likely to have a material, adverse impact on Customer's use of the Service ("**Material Changes**"); and
- d. Professional Services provided by Company will be performed in a professional and workmanlike manner.

If Company breaches any warranties in this [Section 11.3](#), Customer's exclusive remedy and Company's sole obligation will be for Company to make reasonable efforts to correct the non-conformity or, if Company is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) or SOW and receive a refund, on a pro rata basis, of any Fees prepaid under such Order Form(s) or SOW that are unused as of the termination effective date.

e. It shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Service. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by

Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

11.4 Warranty Disclaimers. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS MSA: (A) COMPANY AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY COMPANY.

CUSTOMER IS RESPONSIBLE FOR USING THE SERVICE IN COMPLIANCE WITH APPLICABLE LAW. USE OF THE SERVICE IS NOT A GUARANTEE OF COMPLIANCE WITH APPLICABLE LAW.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY COMPANY.

CUSTOMER AGREES THAT ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THE AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THIS AGREEMENT, AN ORDER FORM OR AN SOW.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

12.1 EXCEPT FOR (A) FEES DUE TO RESELLER UNDER APPLICABLE ORDER FORMS AND SOWS, (B) CUSTOMER'S OBLIGATIONS UNDER SECTIONS 4.2 (USE RESTRICTIONS), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT WILL EXCEED THE FEES ACTUALLY PAID BY AND DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

12.2 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE; AND

12.3 THE TERMS OF SECTION 12 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY, CLAIM OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 12 ALLOCATE RISKS UNDER THE AGREEMENT BETWEEN CUSTOMER AND COMPANY, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY. COMPANY SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY MEMBER) IN RELIANCE ON INFORMATION ABOUT PROFESSIONALS AND SERVICE PROVIDERS ON THE SERVICE.

13. CONFIDENTIALITY

13.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by or on behalf of the disclosing Party or its Affiliate(s) ("**Discloser**") to the Party or its Affiliate(s) receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or

(b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes Customer Data and Customer's non-public business plans, and Company's Confidential Information includes pricing terms offered under any Order Form, Company's non-public business plans, all non-public aspects of the Company Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

13.2 Permitted Disclosures and Obligations. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under the Agreement. For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that eliminates or does not include Personal Data is not prohibited. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary; (ii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iii) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

13.3 Exclusions. Recipient's obligations under Section 13 do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; or (c) was independently developed by Recipient without using any Discloser Confidential Information. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or

(iii) necessary to establish the rights of either Party will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure. Except to the extent permitted by a separate written agreement, the Parties will not disclose any information requiring an authorization to be exported outside of the United States.

13.4 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. Promptly after any request by Discloser, Recipient will destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control. However, Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices.

13.5 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 13 will remain in effect for the term of the Agreement and for three (3) years after any expiration or termination of the Agreement. Notwithstanding the foregoing, Recipient's obligations under the Agreement will continue to apply to Confidential Information that qualifies as a trade secret or Personal Data under applicable law for as long as it so qualifies.

14. GENERAL

14.1 **Governing Law and Dispute Resolution.** The Agreement is governed by Wisconsin law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or relating to the Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Milwaukee County, Wisconsin, USA. However, other than with respect to seeking injunctive relief in connection with matters that qualify for such an extraordinary remedy under applicable law, neither Party may initiate any litigation against the other Party until after providing clear written notice of its intention to do so and first making a good faith effort to resolve the dispute informally through escalation to an appropriate level of executive management of both Parties for at least thirty (30) days after providing such notice.

14.2 **Assignment and Other Transfers.** Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) the Agreement, or any of a Party's rights or obligations under the Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOWs (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate.

Notwithstanding anything to the contrary in this section, however: (i) in the event of any permitted transfer by Customer under this section to a direct competitor of Company, Company will have the right to terminate this Agreement, including all associated Order Forms and SOW, for cause under Section 6.2 (in the event of such a termination, Company will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date); and (ii) Customer is not allowed to transfer to a successor-in-interest or Affiliate a subscription to a particular version of the Service if in Company's sole determination such successor-in-interest or Affiliate would not otherwise be eligible to subscribe to that version.

In the event of a transfer by Customer that is permitted under this section, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

14.3 **Force Majeure.** If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "**Force Majeure**"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (a) give the other Party prompt written notice of the nature and expected duration of such Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

14.4 **Marketing.** Company may: (i) identify Customer as a Company customer with Customer's prior written consent (not to be unreasonably withheld); (ii) issue a mutually agreed press release announcing that Customer has selected Company as a vendor; and (iii) during the Initial Service Term, make available a member of the Customer marketing department to participate in virtual meetings with Company's customer advocacy team to discuss other potential marketing and communication opportunities regarding Customer's use of the Service.

14.5 **Independent Contractors.** The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with the Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

14.6 **Notices.** All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Company at hello@readyrebound.com, and Company may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

14.7 **Anti-Corruption.** Each Party acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any employee, representative or agent of the other Party in connection with the Agreement. Each Party will use reasonable efforts to promptly notify the other Party if it becomes aware of any circumstances that are contrary to this acknowledgment.

14.8 **Export.** Each Party agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the U.S. Commerce or Treasury Departments). Customer shall not make the Service available to any individual or entity that is (i) located in a country that is subject to a United States government embargo, or (ii) is listed on any United States government list of prohibited or restricted parties.

14.9 **Contract Revisions.** Company may make modifications to this Agreement by providing 30 (thirty) days prior notice. Such notice shall be either: (a) written; (b) email to the address associated with Customer account; or (c) via the Services. The modifications to this Agreement will be considered agreed to by the Customer and shall apply 30 (thirty) days after Company sends the notice.

14.10 **Entire Agreement.** This MSA, together with any applicable Order Forms and SOWs (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and Company regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements (including any non-disclosure or other agreement governing the sharing of confidential information by and between Company and Customer), whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties. Each term and provision of the Agreement is valid and enforceable to the fullest extent permitted by law, and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most effectively accomplishes the Parties' shared goals and intent, determined from the perspective of an objective, reasonable person.

15. DEFINITIONS

As used in the Agreement:

"**Affiliate**" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"**Content**" means the audio and visual information, documentation and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

"**Customer Data**" means any data, information or material processed by the Service (including Personal Data) in the course of Customer or Members' use of the Service;

"**Customer Personal Data**" means that portion of Customer Data that is Personal Data received from Customer or Members in the course of accessing or using the Services pursuant to the Agreement.

"**including**" (and its variants) means including without limitation.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Services provided by Customer to Company.

"**Normal Communication Channels**" means the online channels through which Company normally communicates important information to its customers, e.g., the email address(es) provided by Customer (Customer must opt-into Company's online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service);

ATTACHMENT A

“Personal Data” means any information relating to an identified or identifiable natural person as such term or its equivalent (e.g., personally identifiable information or personal information);

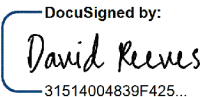
“Service” means Company’s offerings ordered by Customer on an Order Form (including all related Content);

“SOW” means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Company provides its Professional Services;

“Member(s)” means Customer’s employees, representatives, consultants, contractors and agents who have been authorized by Customer to use Service; and

“Company Technology” means all of Company’s and its licensors’ proprietary technology that Company makes available to Customer as part of or in connection with Customer’s subscription to the Service (including any and all software, software packages, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know- how, techniques, designs and other tangible or intangible technical material or information).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

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| <p>Company: Ready Rebound, Inc.</p> <p>By:  31514004839F425...</p> <p>Name: David Reeves</p> <p>Title: Chief Executive Officer</p> <p>Date: 4/16/2026</p> | <p>Customer:</p> <p>By:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> |
|--|---|