

MODIFICATION NO. 4
TO
CONTRACT NUMBER VA-210625-CAI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
COMPUTER AID INC.

This Modification No. 4 ("**Modification #4**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and Computer Aid Inc. ("**Supplier**"), to modify and amend Contract No. VA-210625-CAI ("**Contract**"). This Modification #3 and any attachments thereto is, upon execution by VITA and Supplier, incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification #4 have the meaning as provided (i) where each term is used in the Modification #4 or (ii) as defined in the Contract.

The purpose of this Modification #4 is to document the agreement of VITA and Supplier to modify the Contract as follows:

1. Supplier and VITA agree that the following language is added to Section 9, "FEES, ORDERING, AND PAYMENT PROCEDURE", as subsection 9.I:

I. Timely Payment

Pursuant to the Virginia Prompt Payment Act (Code §§ 2.2-4347 *et seq.*), all Commonwealth Authorized Users are obligated to make timely payments to Supplier. Authorized Users shall make full payment to the Supplier within 30 days of the Authorized User's receipt of a proper invoice from Supplier if the Authorized User is a state agency, and within 45 days of the date of receipt of a proper invoice if the Authorized User is a local government. If any invoiced amount remains unpaid and undisputed, either: a) 31 days after the date of receipt of a proper invoice by a state agency or its designated agent; or b) 46 days from the date of receipt of a proper invoice by a local government or its designated agent, Supplier may charge the applicable Authorized User interest at the rate of one percent (1%) per month on any such unpaid amount.

The changes set forth in this Modification #4 are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

COMPUTER AID INC.

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: **Abe Hunter**

BY: **Jeanne C. Mertens**

NAME: Abe Hunter

NAME: Jeanne C. Mertens

TITLE: Executive Vice President

TITLE: Strategic Sourcing Consultant

DATE: **05/06/2022**

DATE: **05/06/2022**