



Information Technology Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

ThunderCat Technology, LLC

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1.

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INFORMATION TECHNOLOGY SOLUTION CONTRACT
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INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS INFORMATION TECHNOLOGY SOLUTION CONTRACT ("**Contract**") is entered into by and 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 ThunderCat Technology, LLC ("**Supplier**"), a Virginia limited liability company headquartered at 11190 Sunrise Valley Drive, Suite 200, Reston, VA 20191, to be effective as of Contract Award Date ("**Effective Date**").

1. PURPOSE AND SCOPE

VITA, on behalf of the Commonwealth is engaging Supplier to provide an Identity Proofing Solution to Commonwealth public bodies and other Authorized Users using the digital identity verification and fraud prevention, cloud-based Software as a Service ("**SaaS**") solution developed by Socure Inc., a Subcontractor to Supplier. This Contract sets forth the terms and conditions under which the Supplier shall provide an Identity Proofing Solution to the Authorized Users. The solution shall support all phases of the identity proofing process by providing Identity Proofing software/licenses, Implementation & Integration services, Tier 2 & Tier 3 Technical Support Services, Training and Communications Management.

2. DEFINITIONS

Capitalized terms used in this Contract have the meaning as provided (i) where each term is used in the Contract unless the term is (ii) set forth in this "Definitions" section below which lists the capitalized terms used in this Contract and provides a definition for the term.

Acceptance

The written acknowledgement by the terms of successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable order or Statement of Work ("**SOW**"), including completed and successful acceptance testing in conformance with the Requirements as determined by the Authorized User and set forth in the applicable order or SOW.

Application

The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to Licensed Services hosted and supported by Supplier under the Contract, as described in Exhibit B or as described in any order or SOW issued under the Contract, including any Updates, enhancements, and replacements to the Application. Application includes the service platform through which Socure Inc. will provide its identity verification and fraud prevention services. Notwithstanding anything to the contrary, the service platform referenced in the preceding sentence and included in the Application is a Licensed Service and does not constitute a Deliverable or Software (all as defined herein).

Application User

Application User(s) include employees of an Authorized User, independent contractors engaged by an Authorized User, or entities contracting with an Authorized User for services, as specified in the applicable order or SOW. Application User(s) also include customers, suppliers, members of the general public, and other entities with whom an Authorized User may find it necessary or desirable to process or communicate electronically in pursuit of its business. In the event that the Authorized User is a private institution of higher education which is listed at: <https://cicv.org/Our-Colleges/Profiles.aspx.html>, Application User(s) may include students of that private institution.

Authorized Users

All public bodies, including VITA, as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012, authorized to participate in the procurement of information technology under this Contract. Authorized Users include private institutions of higher education that are listed at: <https://cicv.org/Our-Colleges/Profiles.aspx.html>.

Pursuant to Code § 2.2-4304, "Authorized Users" also includes those public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington

Council of Governments that have executed a participating addendum with the Supplier to utilize this Contract.

Claim

Any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements), and costs. Collectively, "Claims".

Code

The Code of Virginia, as in effect and amended from time-to-time.

Commercial Off-The-Shelf ("COTS") Application

Application that is general in nature, not broad enterprise applications, which can be purchased and used immediately "as is," without modification, in the same form in which it was sold in the commercial marketplace. Standard options are not considered modifications.

Commonwealth

The Commonwealth of Virginia.

Commonwealth Indemnified Parties

The Commonwealth, public bodies of the Commonwealth, VITA, and Authorized Users, together with their respective officers, directors, agents, and employees.

Component

Any part or service of the Solution, Application, or Deliverable delivered by Supplier under this Contract, including under all orders or SOWs.

Computer Virus

Any malicious code, program, malware, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

Concurrent Users

The maximum number of concurrent active users utilizing the Software at a given point in time.

Confidential Information

Non-public proprietary or trade secret information of VITA, Supplier, or an Authorized User, whether the information is in written, graphic, machine readable or other tangible form, and which at the time of disclosure to any other Party is either (i) marked as being "Confidential" or "Proprietary", (ii) considered a Supplier Product; (ii) Health Records; (iii) Personally Identifiable Information, including information about VITA's employees, contractors, and customers, or Sensitive Data, including PHI; or (iv) information that is protected by statute or other applicable law. In the case of VITA, "Confidential Information" also includes any (a) information to which the Supplier has access in VITA facilities or VITA's systems, (b) Work Product and information pertaining to the Work Product, (c) VITA data, VITA software, and systems access codes, and (d) information concerning VITA's and any other Authorized User's operations, plans, employees, contractors or third party suppliers.

The term "Confidential Information" does not include information that is:

- i) in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii) obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract; or
- iii) developed independently by the receiving Party without reference to the Confidential Information of the other Party.
- iv) required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order and not subject to an exemption from such disclosure.

Content

Any data, including the selection, arrangement and organization of such data, entered, uploaded to the Application, or otherwise provided to Supplier by Authorized User or by any Application User for processing in the Solution; and any related documentation, from whatever source, provided by Authorized User or Application User to Supplier for processing by the Solution in connection with this Contract.

Contract

This agreement, including all exhibits, schedules, and attachments, including any modifications or amendments thereto, entered into by VITA and Supplier.

Contractor

The use of the term "Contractor" in any of the following terms, conditions, links, or IRS Publication 1075 means the same as the term "Supplier" as defined and used in this Contract.

Deliverable

Documentation, Components, plans, reports, data, Work Product, and any other materials, items or events, in each case described or itemized as something that is developed, prepared or created and delivered or required to be developed, prepared or created and delivered or made available to VITA or other Authorized User as part of the Services, Maintenance Services, Licensed Services, Application, Solution, Product, System Software, Supplier Product, or Updates, including the development or creation of Work Product.

Documentation

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its agents to make productive use of the Application, Solution, Product, Service, Licensed Services or Deliverable, including any and all components, and to implement and develop self-sufficiency with regard to the Application, Solution, Product, Service, Licensed Services or Deliverable, including any and all components, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any order or SOW issued pursuant to this Contract.

Effective Date

The date this Contract goes into full force and effect as set forth in the preamble of this Contract above.

Federal Tax Information ("FTI")

Federal tax returns and federal tax return information (and information derived from it) that is in the possession or control of any Authorized User, which is covered by the confidentiality protections of the Internal Revenue Code ("IRC") and subject to the IRC § 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as "Sensitive" but "Unclassified" information and may contain personally identifiable information.

Industrial Funding Adjustment ("IFA")

The fee paid by Supplier to VITA to compensate VITA for the cost of procuring and managing the Contract.

Licensed Services

The operation of the Application and the necessary operating system software, hardware, and utilities on Supplier's host computer system; furnishing Supplier Product to Application users; storing Content; and making the Application, Content, and Supplier Product available to Application user(s) via the Web Site, as more fully described in Exhibit B or as described in any order or SOW issued hereunder. Licensed services includes the identity verification and fraud prevention services that will be performed by Socure Inc. under Exhibit A, including the provision of access to the Application, the collection, retention, use, analysis, testing and processing of Customer personal information in order to process individual transactions and continually develop and improve its fraud prevention and identity verification services and their underlying features, models and databases.

Maintenance Level

The defined parameters of Maintenance Services, including the times during which, and timeframes in which, Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels are defined in Exhibit B of this Contract, or as defined in any order or SOW

issued pursuant to this Contract. The actual Maintenance Level for a unit of Software will be set forth in the signed order or SOW for Maintenance Services of that Software referencing this Contract.

Maintenance Services

Those services, preventive and remedial, provided or performed by Supplier under the Contract or for an Authorized User in order to ensure continued operation of the Solution, including Software Updates. Maintenance Services include support services. Maintenance Services for Software may include the development of Work Product, if so authorized in the Contract.

Open Source

Computer software provided by a creator or community for users of the software to freely inspect, modify, enhance, and distribute the software and its source code. Open Source software operates under a licensing model whereby the copyright holder confers obligations to a user using that work, and all subsequent derivative works.

Party

Supplier, VITA, or in the case of a SOW, any Authorized User.

Receipt

An Authorized User has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria, and other parameters and characteristics of the Solution, Service(s), Application and Licensed Services and Deliverables, including any and all components, as authorized by any combination of the Contract, as set forth in Exhibit A or the applicable order or SOW, and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

Services

Any work performed or service provided by Supplier – including the design and development of solutions, products, implementation, installation, maintenance, support, testing, training, or other provision of services – in meeting the Requirements and fulfilling Supplier's obligations under the Contract or, as applicable, under any order or SOW authorized by the scope of the Contract. "Services" includes all functions, responsibilities, activities, and tasks of the Supplier that are an inherent, necessary, or customary part of the Services, or are required for the proper performance or provision of the Services. As permitted by the scope of the Contract, "Services" may include the discovery, creation, or development of Work Product.

Software Publisher

The third-party licensor of the Application, other than the Supplier, provided by Supplier under this Contract. Socure Inc is a Software Publisher and Subcontractor under this Contract.

Solution

The Supplier's contractually committed technical approach for solving an information technology business objective and associated Requirements as defined and authorized by the scope of the Contract or any order or SOW issued under the Contract. Solution means all Supplier and Supplier's third-party providers' components making up the Solution, including but not limited to the Application, configuration design, implementation, Supplier-developed interfaces, Licensed Services and Work Product.

Statement of Work ("SOW")

Any document in substantially the form of Exhibit C (describing the deliverables, due dates, assignment duration, Acceptance criteria, and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, is made a part of the Contract.

Subcontractor

Any entity to which Supplier (or other Subcontractor of any tier) has subcontracted for performance of, or delegated any of its responsibilities under the Contract, including an affiliate of the Supplier. All Subcontractors are listed in Exhibit H – Supplier Procurement and Subcontracting Plan. An entity whose services are embedded into standard commercial products provided hereunder are not considered Subcontractors.

Supplier

The entity set forth in the preamble of this Contract and any entity that controls, is controlled by, or is under common control with Supplier.

Supplier Personnel

Any and all of Supplier's employees, agents, contractors, or Subcontractors performing under this Contract.

Supplier Product

Supplier's proprietary reports, information, and data made available to Authorized User as part of the Licensed Services.

Supplier Reporting System ("SRS")

The VITA system used by Supplier to fulfill reporting obligations under this Contract. The SRS can be accessed at the following URL(s): <https://www.vita.virginia.gov/procurement/supplier-reporting/supplier-reporting-system-access/>, or any successor URL(s).

SWaM

Any entity certified by the Commonwealth's Department of Small Business and Supplier Diversity as a small, women-owned, minority-owned, or service disabled veteran-owned business, as defined in Code §§ 2.2-2000.1 and 2.2-4310, or a certified micro business as defined in Executive Order Number 35 (2019).

Transition Out Plan

The written plan developed by Supplier addressing the transition of Supplier's contractual obligations, in whole or in part, away from the Supplier and to Authorized User, or its designee, after the expiration or termination of the Contract.

Transition Period

The period of time after the expiration or termination of the Contract that Supplier is obligated to continue providing assistance to Authorized Users so as to transition the Supplier's contractual obligations, or any portion thereof, to any other supplier.

Total Sales

Sales under this Contract for which Supplier has received full and complete payment from an Authorized User.

Update

Any update, modification, or new release of the, System Software, Application, Documentation, or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

VITA

The Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§ 2.2-2005 et seq.) of the Code, or any successor agency.

Web Site

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator ("URL") specified in the applicable order or SOW (or any successor URL(s)).

Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract. Work Product does not include configuration of software, nor does it include anything developed by Supplier prior to, or outside of, this Contract.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, will be effective and legally binding for a period of two (2) years

("Initial Term"). VITA, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year renewal periods (each a "Renewal Term") after the expiration of the Initial Term. The Initial Term and any elected Renewal Term(s) constitute, collectively, the "Contract Term". VITA will issue a written notification to the Supplier stating VITA's intention to exercise a Renewal Term no less than 30 calendar days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the Contract Term may survive the expiration of the Contract Term, in which case all contractual terms and conditions required for the operation of such order or SOW will remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User, unless the SOW is otherwise terminated or expires in accordance with the terms of this Contract.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, at any time and for any reason upon not less than 30 calendar days prior written notice to Supplier. An Authorized User may terminate an order or SOW, in whole or in part, at any time and for any reason upon not less than 30 calendar days prior written notice to Supplier. Any termination under this provision will not affect the rights and obligations attending any order or SOW outstanding at the termination date.

C. Termination for Breach

In the event of breach by the Supplier, VITA will have the right to terminate this Contract, in whole or in part, and an Authorized User may terminate an order or SOW issued hereunder, in whole or in part. Supplier will be deemed in breach in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder. Any termination under the provisions of this section will be deemed a "Termination for Breach".

If VITA deems the Supplier to be in breach, VITA shall provide Supplier with notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued pursuant to this Contract, in whole or in part. If an Authorized User deems the Supplier to be in breach of an order or SOW, that Authorized User shall provide Supplier with notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, the Authorized User may immediately terminate its order or SOW, in whole or in part. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 U.S.C. § 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 U.S.C. § 1352, or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations from public bodies under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User will have any future liability except for Deliverables accepted by an Authorized User or Services (including any applicable Licensed Services and Maintenance Services) rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User, and Supplier shall refund any monies paid by any Authorized User for the unaccepted Deliverable. The Authorized User will have the right, in its sole discretion, to return any unaccepted Deliverable (other than Secure Output) and Supplier shall refund any monies paid for the unaccepted Deliverable, less a reasonable value for use of those components.

F. Termination by Supplier

In no instance will termination by Supplier be considered. Failure by an Authorized User to make timely payments owed to Supplier for its performance under this Contract may constitute a breach by that Authorized User. Supplier's remedies for an alleged breach by a Commonwealth Authorized User are limited to the remedies set forth in Code § 2.2-4363 and the "Remedies" section of this Contract below.

G. Transition of Services

At the request of an Authorized User prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance as the Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, to any other supplier with whom the Authorized User contracts for provision of same. This Transition Period obligation may extend beyond expiration or termination of the Contract for a period of 6 months. If this Contract includes Supplier's provision of licensed products, Supplier shall take no action to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract or during any Transition Period, or both. Authorized Users shall pay for any additional maintenance or licensing fees during any Transition Period at the hourly rate or at a fee agreed upon by Supplier and the applicable Authorized User. Supplier shall provide all reasonable transition assistance requested by the applicable Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to Authorized User. The transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to transition assistance.

H. Contract Kick-Off Meeting

Within 30 calendar days of the Effective Date, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, Authorized User project manager(s) or authorized representative(s), and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract.

I. Transition Out Plan

Within three (3) months of the Effective Date, Supplier will develop and distribute to the applicable Authorized User a Transition Out Plan. The Supplier will maintain the Transition Out Plan throughout the Contract Term, and update the Transition Out Plan as needed and subject to Authorized User's approval.

J. Contract Closeout

Prior to the Contract's expiration date, Supplier may be provided contract closeout documentation by VITA. If contract closeout documentation is provided, then Supplier shall complete, sign, and return to VITA Supply Chain Management any required documentation within 30 calendar days of receipt to ensure completion of closeout administration and to maintain a positive performance reputation with the Commonwealth. Any required closeout documentation not received within 30 calendar days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due to the Supplier, including final payment, until the documentation is returned to VITA.

K. Nothing in this Section 3 absolves the Commonwealth, VITA, or an Authorized User from its obligation to pay for services consumed prior to termination and fees properly invoiced prior to the termination date that are not tied to a Deliverable, such as annual license or maintenance fees.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall ensure that all Supplier Personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier acknowledges that Supplier is the employer of all Supplier employees and shall have the sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other

benefits for, and terminate the employment of Supplier employees. Supplier shall be solely responsible for the supervision and conduct of Supplier Personnel, including all acts, omissions, gross negligence, and willful misconduct of Supplier Personnel. Additionally, Supplier shall ensure that Supplier Personnel comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any Supplier Personnel whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Key Personnel

An order or SOW may designate certain of Supplier's personnel as "Key Personnel" or "Project Managers". Supplier's obligations with respect to Key Personnel and Project Managers will be described in the applicable order or SOW. Any changes to Key Personnel must be mutually agreed to in writing by Supplier and Authorized User. Failure of Supplier to perform in accordance with such obligations may be deemed a breach of this Contract or of the applicable order or SOW.

C. Subcontractors

Supplier shall not use Subcontractors to perform its contractual obligations or any order or SOW issued pursuant to the Contract unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier may not subcontract to any Subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs. In no event may Supplier subcontract to any Subcontractor that is debarred by the Commonwealth or that owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier shall (i) act as prime contractor and will be the sole point of contact with regard to all obligations under this Contract; and (ii) represent and warrant that any authorized Subcontractors shall perform in accordance with the terms and conditions, including warranties, set forth in this Contract.

5. NEW TECHNOLOGY

A. Access to New Technology

Supplier will bring to VITA's attention any new products or services within the scope of the Contract that Supplier believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

B. New Services Offerings Not Available from Supplier

If new or replacement product or service offerings become available and cannot be competitively provided by the Supplier under the scope of this Contract, VITA will have the right to purchase the new or replacement products or services from a third party. If VITA elects to use such new or replacement product or service offerings, Supplier will reasonably assist VITA to migrate to such products or services.

If VITA elects to acquire new products or services as described in the paragraph above and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable per the Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

6. GENERAL WARRANTY

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE. Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all Requirements as described in Exhibit A. Supplier warrants and represents to VITA that:

A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed services or products without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

B. Coverage Requirements

During the Warranty Period of thirty (30) calendar days, or as specified in the applicable order or SOW, Supplier warrants that any Deliverables provided by Supplier under this Contract will meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in Supplier's failure to meet the Requirement, or its contractual obligations.

The Warranty Period will begin at the Acceptance date of the applicable Deliverable.

C. Performance Warranty

With respect to Supplier's performance under this Contract:

- i) Supplier shall perform all contractual obligations with the care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all plans, information, specifications, Deliverables, and Services furnished under this Contract; and
- ii) Supplier shall ensure that any contractually obligated Services or Deliverables, or both, meet or exceed the Requirements.

D. Documentation and Deliverables

- i) Any required Documentation Supplier is obligated to provide under this Contract will be sufficient in detail and content to allow an appropriately trained user/programmer to understand and fully utilize, as applicable, the Deliverables without reference to any other materials or information.
- ii) All Deliverables provided or delivered pursuant to this Contract are at the current release level unless an Authorized User specifies an older version in its order or SOW.
- iii) No Update, engineering change, or revision made to any Supplier-provided Deliverables will (a) degrade the performance of any Deliverable or its components to a level below that defined in the Requirements or Software Publisher's published specifications, as applicable ; (b) cause any other warranty to be breached; or (c) require an Authorized User to acquire additional hardware equipment or software.

E. Interoperability Warranty

Supplier warrants that each Component, regardless of the origin of the Component, delivered under this Contract or pursuant to an order or SOW shall be interoperable with other Components so as to meet or exceed the performance specified in the Requirements and the applicable order or SOW.

F. Licensed Services Application and Documentation

Supplier warrants the following with respect to the Licensed Services and the Application:

- i) The Application is pursuant to a particular Request for Proposal ("RFP"), and therefore such Application shall align with the specifications set forth in Exhibit A to this Contract. Supplier is possessed of superior knowledge with respect to the Application and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Licensed Services, including the Application.
- ii) Supplier represents and warrants (a) that it shall perform the Licensed Services in conformity to the specifications set forth in Exhibit A in a professional and workmanlike manner and (b) that the Licensed Services shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.

- iii) Supplier warrants that the Application and Licensed Services will conform in all material respects to the Requirements set forth in this Contract and any order or SOW issued hereunder. Supplier warrants that the Application Licensed Services will conform to the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Supplier Product. Supplier also warrants that such Application and Licensed Services are compatible with and will operate successfully when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.
- iv) The Application provided hereunder is at the current release level unless an Authorized User specifies an older version in its order or SOW;
- v) No corrections, work arounds or future Application releases provided by Supplier shall degrade the Application, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software, or licensed services;
- vi) Supplier warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and Documentation by Supplier will be compatible with, and will not materially diminish the features or functionality of the Application, Licensed Services and/or Supplier Product when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.
- vii) Supplier warrants that the Documentation and all modifications or amendments there to which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and utilize fully the Application without reference to any other materials or information.

G. Privacy and Security

Supplier warrants that Supplier and its employees, subcontractors, partners, and third party providers have taken all commercially reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Supplier agrees to notify VITA of any occurrence of any known security or privacy breach affecting any Authorized User as soon as possible after discovery and provide VITA with fixes or upgrades for security vulnerabilities in accordance with its remediation policies, which shall be consistent with NIST Special publication 800-53 and copies of which Supplier will provide to Authorized Users on request within 90 days of discovery.

H. Access to Product and Passwords

Supplier warrants that the Application and Licensed Services do not knowingly contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of any Authorized User or its Application Users.

In addition, Supplier warrants that Authorized User and its Application Users will be provided commercially reasonable uninterrupted access to the Application in accordance with Exhibit I. Supplier also warrants that it will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Authorized User and its Application Users during the Contract Term or any order or SOW issued hereunder. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

I. Operating System and Software Supportability

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Supplier, or its Subcontractors, partners and third-party providers.

J. Malicious Code

Supplier has used commercially reasonable efforts through quality assurance procedures to verify that there are no Computer Viruses or undocumented features in any of the Deliverables, as obligated and provided by Supplier under the order or SOW, at the time of delivery to the Authorized User. Supplier has used the best available means consistent with industry standards to scan any media provided to the Authorized User. Supplier warrants that the Deliverables, as obligated and provided by Supplier under the order or SOW, do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Deliverables.

Notwithstanding any rights granted under this Contract or at law, Supplier waives, under any and all circumstances, any right it has or may have in the future to exercise its license termination rights by electronic means. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this section, including injunctive or other equitable relief.

K. Open Source

Supplier will notify all Authorized Users if any Deliverables, as obligated and provided by Supplier, contain any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

L. Supplier Viability

Supplier has the financial capacity to perform and continue to perform its obligations under this Contract. Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract. Further, Supplier is not prohibited by any contract, or order by any court of competent jurisdiction from entering into this Contract.

M. Supplier's Past Experience

Supplier has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

7. DESCRIPTION OF LICENSED SERVICES

During the term of any order or SOW issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order or SOW by the ordering Agency on servers owned, operated, housed, and maintained by Supplier and shall make such Application(s) available to Agency's designated Application Users through the Internet. Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as listed and described in Exhibit A for Agency.

Supplier hereby grants each ordering Agency and its Application Users a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the applicable order or SOW issued pursuant to this Contract. The license fee for the rights shall be as set forth in Exhibit B and invoicing and payment shall occur in accordance with this Contract.. Any such license(s) granted will be held pursuant to the provisions of this Contract.

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order or SOW for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to Agency or its Application Users at the time of accessing the Application(s) ("Click Wrap"), to the extent there is any inconsistency or contradiction between Click Wrap and the terms and conditions set forth herein in this Contract (inclusive of any amendments or modifications thereto), the terms of this Contract shall supersede and govern licensing and use of all products and services hereunder.

A. License to Licensed Services

1. Licenses

- (a) Authorized Users may access and use the Application for Authorized User's own internal business purposes, subject to the provisions of this Section. For clarification purposes, consumers and citizens whose data will be submitted to the Application are not Authorized Users and will access the Application to the extent necessary to submit their data for identity verification purposes.
- (b) Supplier hereby grants Authorized User permission to display, copy, distribute and download the content and the information that Socure Inc. provides through the Application and its dashboard (collectively, the "Socure Output") that reflects information generated by the Application in connection with Authorized User Information, provided that: (i) the copyright notice pertaining to such Socure Output remains on the Socure Output and a permission notice (e.g., "Used with permission") is added to such Socure Output; (ii) the use of such Socure Output is solely for Authorized User's internal business purposes; (iii) such Socure Output will be treated as Confidential Information and will not be copied or posted on any third party networked computer or published in any medium,; and (iv) no modifications are made to such Socure Output.
- (c) Supplier grants to Authorized User a non-exclusive, non-transferable, personal license to use the API, applicable software development kits ("SDKs"), and associated documentation, solely for internal use and solely in connection with Customer's access to the service platform, during the Term.
- (d) Authorized User acknowledges that Licensed Services, insights or data derived by Socure Inc. from the performance of the Licensed Services, the documentation and the Socure Output are proprietary in nature and owned exclusively by Socure Inc. Subject to Subsection (b) of this Section, and except for the access permissions granted in this Contract, this Contract does not confer to Authorized User any right of ownership in the Licensed Services. Authorized User is welcome to provide suggestions, comments, instructions, ideas and report issues related to the Licensed Services ("**Suggestions**"), which may influence how Socure prioritizes its development efforts provided that any such Suggestions shall be owned exclusively by Socure.
- (e) Socure Output is not Work Product. No information, services, or deliverables provided by Supplier or Socure under this Section C shall be deemed Work Product unless explicitly agreed to in an SOW.

2. Authorized User Information.

- (a) All data that is provided by Authorized User (including Authorized User's consumer data that Authorized User makes available hereunder) for analysis by the Application ("**Customer Information**"), will remain the property of Authorized User.
- (b) Supplier may process Customer Information in order to provide the Licensed Services. Authorized User hereby grants to Supplier and Socure a non-exclusive license to collect, use, copy, store, transmit and display Customer Information as provided above. **Feedback Data.** Authorized User hereby agrees as a condition to using the Licensed Services that it will provide feedback data on the types and outcomes of historic transactions as detailed in the documentation. Customer will use commercially reasonable efforts to integrate with the feedback API, or provide monthly files via Socure's SFTP, in accordance with the documentation.

3. Acceptable Use Policy.

As a condition for accessing the Application, Authorized User represents and warrants that it reviewed and shall fully comply with Socure's Acceptable Use Policy, in the form attached hereto as Schedule AU hereto.

4. Integration Updates.

The Authorized User shall use commercially reasonable efforts to achieve proper integration with the latest version of each component of the Licensed

Services (e.g., Socure's Sigma models, APIs or applicable SDKs promptly following Socure making them generally available and prior to submitting any transactions in the production environment, in accordance with the application documentation made available by Socure Inc.

5. **Socure Marks.** Authorized User acknowledges that Socure owns exclusively all rights related to or arising from Socure's Marks (as defined below), and agrees that any use of Socure's Marks by Authorized User (to the extent permitted hereunder) will be solely for and will inure solely to Socure's benefit. Except as otherwise expressly stated in this Contract, nothing in this Contract will be construed as conferring any license to Socure's Marks. "Socure's Marks" means and includes all names, marks, brands, logos, designs, trade dress, slogans and other designations Socure uses in connection with its business, services and products.

6. **Compliance.**

- (a) **Acceptable Use.** Authorized User will not use the Licensed Services or the Socure Output in any way that violates any applicable domestic or international law, regulation or rule, including, without limitations any of the following (to the extent they apply): (a) the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. ("FCRA"); (b) the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq. ("GLBA"); (c) the Illinois Biometric Information Privacy Act, 740 ILCS 14 et seq. ("BIPA"); (d) the Telephone Consumer Protection Act of 1991, 47 U.S.C. § 227 ("TCPA"); or (e) any other statute, regulation, rule or other governmental mandate that governs the use of the Licensed Services or Socure Output (including, e.g. N.J.S.A. 2C:20-31.1(c) and N.J.S.A. 56:8-166.1(a)(2) or similar). If Authorized User conducts, manages or provides any services in connection with gaming/gambling/lotteries, alcohol, tobacco, cannabis or pharmaceuticals, Customer warrants that it does so in accordance with all applicable laws and that it has obtained all necessary licenses, registrations, certifications and consents. Authorized User will use the Services pursuant to, and only for the purposes set forth in, this Contract including Schedule AU hereto (the Socure Acceptable Use Policy). Authorized User will not use, nor will Authorized User permit any End User to use, the Services for any unlawful purpose or in furtherance of any unlawful purpose, or any purpose that does not comply with Schedule AU.
- (b) **Notices and Consents.** Authorized User acknowledges and agrees that (a) Authorized User shall provide any required notices and shall obtain required consents (including express and/or affirmative consents as appropriate) on behalf of Authorized User, Socure and Socure's authorized vendors (including but not limited to website and mobile app privacy policies) that would allow for Socure and its vendors to provide the Services, including any notices and consents relating to telephone messaging activities, including text and SMS messages, and/or to the collection, use, retention, disclosure, or transfer of Personal Data, including any sensitive and special categories of data, such as NPI, location data, criminal history data, images, and data relating to categories of protection classification such as race or ethnic origin, device and behavioral data, and biometric data; (b) the Authorized User Information processed by Socure in connection with the Services is collected and disclosed pursuant to a lawful basis, such as consent or legitimate interest where applicable, and that this Contract constitutes Authorized User's written instructions, pursuant to applicable Data Protection Laws (defined below), for processing Authorized User Personal Data to provide the Services; and (c) Authorized Users shall fully integrate, as reasonably determined by Socure, with the latest versions of each applicable component in accordance with the applicable documentation to enable Socure's collection of legally required consents.
- (c) **Unauthorized Code.** Authorized User will not, directly or indirectly, transmit or permit End Users to transmit, directly or indirectly, to any of Socure's servers any Unauthorized Code. "Unauthorized Code" means any virus, software program or segment of code, or other programming design, instruction, or routine that permits unauthorized access to any Socure server, or the Services and is intended to damage,

detrimentally interfere with, surreptitiously intercept, or expropriate any of the foregoing or any system, data, or personal information.

- (d) **Unauthorized Conduct.** Authorized User will not use nor permit others to use the Services or the Socure Output in a way that (a) violates, misappropriates or impairs any Socure or third party rights, including but not limited to property, intellectual property, privacy, publicity and treatment of personal information; (b) is abusive, deceptive, defamatory, offensive or obscene; (c) permits or seeks to permit the unauthorized use, disclosure or access of/to the Services or Socure Output, including but not limited to (except as expressly permitted by applicable law or contract): data mining, copying, storing, transmitting, assigning, caching/storing to avoid additional queries (re)selling, (sub)licensing, distributing, displaying, publishing, benchmarking, scanning, monitoring, mirroring, framing, embedding, scraping, linking, modifying, translating, combining, creating derivative works, disassembling, decompiling, and reverse engineering; (d) violates/circumvents contractual usage restrictions or any monitoring, reporting or authentication mechanisms; or (e) has the goal or effect of: (i) circumventing, breaching, probing or compromising any privacy or security measures, (ii) gaining unauthorized access to any information, services or systems (including but not limited to phishing, pharming or spoofing), (iii) disrupting the integrity, availability or operation of any information, services or systems (e.g. DoS, DDoS), or (iv) removing, obscuring or circumventing any copyright or other intellectual property notices.
- (e) **Access.** At Socure's request, Authorized User must identify the End Users who will be authorized by Authorized User to have access to and use the Services on behalf of Authorized User. Authorized User will only permit authorized End Users to access and use the Services. Authorized User will appoint one End User to be Authorized User's primary agent in authorizing End User access to the Services. Authorized User may also appoint secondary agents of Authorized User in authorizing End User access to the Services. Socure has no obligation to verify the identity of, and Authorized User is solely responsible for the acts of, any person who gains access to the Services by means of Authorized User's authorized access. Authorized User is solely responsible for monitoring End Users' access to and use of the Services, and for any failure by an End User to comply with the Contract a failure to comply with the Contract by an End User is a failure by Authorized User. Authorized User must immediately take all necessary steps, including providing notice to Socure, to effect the termination of access for any End User (a) upon the End User's termination of access rights (whether through separation of employment or otherwise), (b) if there is any compromise in the security of passwords, or (c) if unauthorized use is suspected or has occurred. A unique API Key shall be required for each unique authorized source of transactions, such as independently operating affiliates, lines of business or third-party referral sources.
- (f) Supplier or Socure, upon reasonable advance notice to Authorized User, at Supplier or Socure's sole cost and expense, may make a reasonable request for information regarding Authorized User's compliance with this Contract, but no more frequently than once during a twelve (12) month period. If any such request for information by Supplier or Socure results in Supplier or Socure's belief that Authorized User is not in compliance with any of Authorized User's obligations under this Contract, Supplier will provide notice of any such nonconformance and if such nonconformance has not been cured within 30 days, Supplier or Socure may suspend Services until such nonconformance is remedied.
7. **Display of Best Matched Entity.** Know-your-customer ("KYC") transactions manually processed by an Authorized User End User via the dashboard available to Socure customers (operational parameters set forth in the documentation) may display personal information that Socure has determined to be the best available match for the identifiers submitted (information resulting from such transactions referred to as "BMEI"). Unless otherwise authorized in writing, this functionality may only be accessed on a manual, per-transaction basis by an End User (not via any automated means), solely for the purpose of

internal quality assurance relating to the Services and shall otherwise be treated as a KYC transaction under the Contract. BMEI (a) may comprise personal information and shall be used in accordance with all applicable laws; and (b) shall be considered Secure Output, but may not be copied, downloaded, exported or disclosed to third parties.

8. RIGHTS TO WORK PRODUCT

Any license to pre-existing work will be held, and all rights in, title to, and ownership of Work Product will vest, pursuant to the applicable terms of Section 7. the "Licensing Within the Commonwealth" section of this Contract below. This Section 8 does not apply to material provided by Socure, which is licensed directly to the Commonwealth as described in Exhibit A. .

A. Work Product

VITA and Supplier mutually acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and these specifications will be set forth in Exhibit A and incorporated into this Contract. Supplier shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice, or learned by Supplier or any Supplier Personnel, either solely or jointly with others, during the Contract Term, which in any way relates to the business of the Commonwealth, VITA, or any Authorized User. Supplier and Supplier Personnel shall not make use of, or disclose to others, any proprietary information relating to the Work Product, other than as is required in the performance of this Contract. All Services performed pursuant to this Contract will include delivery of all source and object code and all executables and documentation for all Work Product. At no time may Supplier deny VITA or an Authorized User access to the Work Product, regardless of form.

B. Ownership

All Work Product discovered, created, or developed under this Contract, or in the course of executing an order or SOW issued pursuant to this Contract, is and will remain the sole property of the Authorized User, regardless of whether the Deliverable or Services are considered "works made for hire" or "hired to invent". Supplier agrees that the Authorized User will have all rights with respect to any Work Product discovered, created or developed under this Contract, or any order or SOW issued hereunder, without regard to the origin of the Work Product.

Supplier irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity, or for the longest period otherwise permitted by law. If any moral rights are created, Supplier expressly waives all moral rights created in the Work Product. Supplier shall assist the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product. Upon the reasonable request by Authorized User with respect to the Work Product, Supplier and any required Supplier Personnel shall execute all documents necessary for use in applying for and obtaining patents, copyrights, and other rights and protection, and in protecting trade secrets with respect to the Work Product.

Supplier agrees that the provisions of this section will survive any termination of this Contract by VITA, or the termination of any order or SOW issued hereunder by an Authorized User. Supplier also agrees that in the event of a breach of this Contract by VITA or any Authorized User, Supplier's remedy will not include any right to rescind, revoke, or otherwise invalidate the provisions of this section.

Supplier acknowledges that in the case of an Authorized User which is a public body of the Commonwealth, all rights and remedies afforded that Authorized User under this section shall also be held and exercisable by the Commonwealth.

C. Pre-existing Work

If, and to the extent that, any pre-existing rights are embodied or reflected in the Work Product, Supplier grants to the Commonwealth or the Authorized User the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof; and (ii) authorize others to do any or all of the foregoing. Supplier will retain all ownership rights in any pre-existing works.

D. Return of Materials

Upon termination of this Contract or in the event Authorized User terminates any order or SOW issued pursuant to this Contract, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or the Authorized User that are in Supplier's possession, custody, or control.

9. RESERVED

10. DELIVERY AND INSTALLATION

A. Scheduling of Solution Delivery

Supplier shall deliver the Solution, including any Component parts, and complete performance of Services according to the delivery dates set forth on the appropriate order or SOW.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the relevant Component of the Solution. Any Solution Component delivered without the appropriate and required Documentation will be considered "shipped short" until the applicable documentation has been received.

B. Deployment of Solution

The Solution fee listed in Exhibit B includes initial deployment of the complete Solution. Supplier shall deploy the Solution in accordance with the deployment schedule set forth on the applicable order or SOW. Deployment will include the installation of any Component, of the Solution, to the extent the responsibility of Supplier under the SOW. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Solution is properly deployed and fully ready for productive use, and will provide the Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of deployment.

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the applicable order or SOW constitutes a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages the affected Authorized User will suffer, Supplier agrees to credit such Authorized User as defined in Exhibit I or as defined in applicable order or SOW. If the delay lasts longer than 30 calendar days, the affected Authorized User may immediately cancel the order or SOW and collect damages for each day of that period of late delivery. The affected Authorized User may also pursue any and all other remedies available at law or in equity for delays lasting longer than 30 calendar days or for non-deployment. The foregoing does not apply to the extent delays are caused by the Commonwealth or any party other than Supplier or its Subcontractors.

11. ACCEPTANCE AND CURE PERIOD

A. Deliverable Acceptance Criteria

Deliverables are deemed accepted when the Authorized User determines that the Deliverables successfully operate in accordance with the Requirements and applicable order or SOW. Acceptance of the Deliverables, and for the Solution as a whole, requires delivery to the Authorized User of all of functionality listed in the Requirements as set forth in Exhibit A and required by the Authorized User in the applicable order or SOW. Supplier shall be responsible for ensuring that all Deliverables function properly within the Solution. Acceptance of any one Deliverable will not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. In the event that a previously Accepted Deliverable requires further modification in order to work properly with or within the Solution, Supplier shall provide the modification and cover all associated costs.

Authorized User shall commence Acceptance testing within fifteen (15) business days, or within the agreed to period set forth in the applicable order or SOW, after (i) receipt of the Deliverable or (ii) being granted access to the Solution. The Acceptance testing period for the first instance of each product type set forth in Exhibit B will last no longer than fifteen (15) business days, unless a longer period is agreed to in writing between Authorized User and Supplier. Throughout the Acceptance testing period, Supplier shall provide to the Authorized User any assistance and advice as the Authorized User may reasonably require. Supplier shall provide this assistance and advice at no additional cost, other than pre-approved travel expenses incurred which are

reimbursable by the Authorized User pursuant to the terms and conditions of the "Reimbursement of Expenses" section of this Contract below. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. In the event that Authorized User fails to provide Supplier written notice of successful or unsuccessful Acceptance testing within ten (10) business days following the end of the Acceptance testing period, the Supplier shall provide Authorized User with written notice that Supplier has not received a notice of successful or unsuccessful Acceptance testing from the Authorized User.

If the Authorized User fails to provide Supplier with written notice of successful or unsuccessful acceptance within five (5) business days after receiving such notice from Supplier, the Deliverable will be deemed Accepted.

B. Solution Acceptance Criteria

The Solution will be deemed accepted when the Authorized User determines that the Solution successfully operates in accordance with the Requirements and, if applicable, successful completion of Acceptance testing. Authorized User shall commence Acceptance testing within fifteen (15) business days after deployment of the Solution. The Acceptance testing period will be completed within fifteen (15) business days after deployment of the Solution, or such longer period as may be agreed to in writing between Authorized User and Supplier. Supplier shall provide Authorized User with any assistance and advice the Authorized User may reasonably require during the Acceptance testing. Throughout the Acceptance testing period, Supplier shall provide to the Authorized User any assistance and advice as the Authorized User may reasonably require. Supplier shall provide this assistance and advice at no additional cost, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User pursuant to the terms and conditions of the "Reimbursement of Expenses" section of this Contract below. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. In the event that Authorized User fails to provide Supplier written notice of successful or unsuccessful Acceptance testing within ten (10) business days following the end of the Acceptance testing period, the Supplier shall provide Authorized User with written notice that Supplier has not received a notice of successful or unsuccessful Acceptance testing from the Authorized User.

If the Authorized User fails to provide Supplier with written notice of successful or unsuccessful Acceptance within five (5) business days after receiving such notice from Supplier, the Solution will be deemed Accepted.

C. Deliverable Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the corrected Deliverable for re-testing within ten (10) business days of receipt of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order or SOW. In the event Supplier fails to cure the non-conformity or deliver Deliverable that meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Deliverable in its entirety; (ii) issue a "partial Acceptance" of the Deliverable with an equitable adjustment in the price to account for any deficiency; or (iii) conditionally accept the applicable Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Deliverable to meet, in all material respects, the Requirements after the second set of Acceptance tests will constitute a breach by Supplier, and the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided by Supplier.

D. Solution Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the corrected Solution or Component products or Services for re-testing within 15 business days of receipt of written notice of non-conformance to Supplier, or as otherwise agreed between the Authorized User and Supplier. In the event that Supplier fails to deliver a Solution which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid to the Supplier; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests will constitute

a breach by Supplier, and the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided by Supplier.

E. Licensed Services Commencement Date

The Supplier shall begin delivery of Licensed Services on the date requested by the Authorized User and agreed to by the Supplier in an order or SOW. An Authorized User may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

F. Licensed Services Acceptance Criteria

Authorized User shall commence Acceptance testing within fifteen (15) business days after receiving written notice from Supplier of the ability of such Authorized User and its Application Users to access the Application, or within such other period as set forth in the applicable order or SOW. Throughout the Acceptance testing period, Supplier shall provide to such Authorized User any assistance and advice as such Authorized User may reasonably require. Supplier shall provide this assistance at no additional cost, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User pursuant to the terms and conditions of the "Reimbursement of Expenses" section of this Contract below. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. In the event that an Authorized User fails to provide Supplier with written notice of successful or unsuccessful Acceptance testing within ten (10) business days following the end of the Acceptance testing period, then Supplier shall provide the Authorized User with written notice that Supplier has not received notice of successful or unsuccessful Acceptance testing from the Authorized User. If such Authorized User fails to provide Supplier with written notice of successful or unsuccessful Acceptance testing within 5 (five) business days after receiving such notice from Supplier, the Service will be deemed Accepted.

G. Licensed Services Cure Period

If during the Acceptance test period, Authorized User is unable to access the licensed functionalities of the Application, Supplier shall provide Authorized User with such access, and such Authorized User's Application Users with their required access, within seven (7) business days of written notice of inability to access, or as otherwise agreed between the Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to provide access to the licensed functionalities of the Application, such Authorized User may, in its sole discretion: (i) reject the Application in its entirety; (ii) issue a "partial Acceptance" of the Application access; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

If the Authorized User and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Supplier shall be deemed in default of the order or SOW. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Licensed Services to be provided thereunder by Supplier.

H. For clarification purposes, the Socure Output does not constitute a Licensed Service, Deliverable, or Solution and is not capable of acceptance as contemplated in this Section 11.

12. SOLUTION WARRANTY AND MAINTENANCE SERVICES

For the purposes of this Contract, Warranty Period refers to the 'Hypercare' as defined in 'Exhibit B'. Maintenance Coverage Period (MCP) refers to the maintenance and support services listed in Exhibit B. At any time during the Warranty Period or MCP, as applicable, Supplier shall provide the following warranty or maintenance services (including unlimited telephonic support and labor) to maintain the Solution in accordance with the Requirements. During the Warranty Period, Supplier shall perform these services without additional charge to any Authorized User. During the Maintenance Coverage Period, charges will be in accordance with the terms of this section and Exhibit B.

A. Known Defects

Supplier shall promptly notify all Authorized Users in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source, to the extent such defect or malfunction will cause non-compliance with the Requirements. Within ten (10) business days of Supplier's knowledge of any such defects or malfunctions, Supplier shall correct the defects or

malfunctions, or provide a work around or a remediation plan until corrected, and provide all Authorized Users with corrected copies of same.

B. Coverage

Supplier shall provide all reasonably necessary telephone or written consultation requested by any Authorized Users in connection with use, problems, and operation of the Solution. Supplier is obligated to provide coverage under this provision on a 24 hours per day, seven days per week basis.

C. Service Levels.

Supplier shall respond to problems with the Solution in accordance with escalation measures identified in Exhibit I of the Contract, "Table of Service Levels, Response and Resolution Times and Escalation Procedures for Licensed Services".

D. Escalation Procedures

Supplier shall respond to problems with the Solution in accordance with escalation measures identified in Exhibit I of the Contract, "Table of Service Levels, Response and Resolution Times and Escalation Procedures for Licensed Services"

E. Solution Remedies

If the Solution or any Component fails to conform in all material respects to its order or SOW, Authorized User shall provide written notification of the failure to Supplier. If Supplier is unable to make the Solution or any Component conform within 30 calendar days of receiving Authorized User's notice Supplier shall, at such Authorized User's request, accept return of the tangible Solution Components at the Authorized User's request. If the failure of the Solution or any Components occurs during the Warranty Period, Supplier shall return all monies paid by an affected Authorized User for the returned Solution Components and Documentation. If the failure of the Solution or any Components occurs during any subsequent MCP, Supplier shall, except with regard to amounts for the Application and Services, return all monies paid by an affected Authorized User for the returned Solution Components and Documentation, pro-rated using the straight-line method for an estimated Solution life cycle of seven (7) years. Authorized User shall discontinue use of any Solution Component Software or product.

F. Solution Support Services and Renewal Options

Sixty (60) calendar days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User in writing of such expiration. Authorized User may, at its sole discretion, order from Supplier Solution Maintenance Services. The MCP will be for a period of one (1) year and at an annual fee of ten percent (10%) of the Software license fee paid by any Authorized User for its then current installed base. Supplier shall notify the Authorized User 60 days prior to the expiration of the MCP, and the Authorized User may, at its sole discretion, renew Maintenance Services for an additional one (1) year period. Any increase in the annual fee for renewed Maintenance Services may not exceed the lesser of (i) three percent (3%), or (ii) as defined in the "Fees, Ordering and Payment Procedure" section of this Contract below, in effect at the time of renewal. Supplier warrants that it shall make Support Services available for all the Solution components listed in Exhibit B for a period of at least five (5) years from the expiration of the initial Warranty Period of any Solution provided to an Authorized User pursuant to this Contract. Cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier. This Section shall not limit fees otherwise agreed to in this Contract.

13. APPLICATION AND LICENSED SERVICES SUPPORT

At any time during the term of any order or SOW issued pursuant to this Contract, Supplier shall provide the following Application Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User in order to ensure such Authorized User and its Application Users are able to access and use the Application in accordance with the Requirements.

A. Coverage

Supplier shall provide to any Authorized User all reasonably necessary telephone or written consultation requested by such Authorized User in connection with use, problems and operation of the Application on a basis of 24 hours per day, seven (7) days a week.

B. Service Levels

Supplier shall respond to requests from Authorized Users or VITA for support of Licensed Services regarding the Application and Licensed Services, including Application, Supplier Product, and Documentation in accordance with the procedures identified in Exhibit I of the Contract, "Supplier Service Level Agreements" Authorized User may describe the problem by telephone, electronic mail, or via a web site provided by Supplier. Supplier shall use its best efforts to meet Response Time and Resolution Time and other obligations under this Contract.

C. Application Evolution

Should Supplier merge or splinter the Application previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

14. SERVICE LEVELS AND REMEDIES FOR CLOUD SERVICES

A. AVAILABILITY

The failure by Supplier to make the Licensed Services Available to Authorized User and its Application Users as defined in Exhibit I— excluding scheduled maintenance, permitted downtime or excess downtime – during the term of such Authorized User's order or SOW, will be deemed a service level default ("**Service Level Default**"). In the event of a Service Level Default, the Authorized User may obtain the non-exclusive remedies set forth in Exhibit I of this Contract.

Supplier shall issue credits to an Authorized User for periods where the Licensed Services are not Available ("**Service Level Credit**") during any given month of the term of the applicable order or SOW as defined in Exhibit I. Service Level Credits will be applied against the next invoice to the Authorized User.

B. Provisioning

Licensed services are self-provisioned by Authorized User using an administrative dashboard. Incremental adds, access authorizations, moves or reductions, including disabled access updates shall be completed immediately upon submission of request by Authorized user through the administrative dashboard.

C. Cloud Reporting Requirements

1. Monthly Reports:

- (a) By the 5th of each calendar month during the Contract Term, Supplier shall provide Authorized User with the following written monthly reports:
- (a) Service Level Performance Report - a report that contains information with respect to the performance Availability (as defined on Exhibit I) of the Application and Licensed Services. Such report, unless otherwise agreed upon by the parties, shall be in conformity with the reporting Supplier provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to Authorized User. Supplier may meet this obligation by providing Authorized User with a webpage that tracks and reports Availability in real-time and/or by working with Authorized user to set up a pre-configured mailbox that will receive reports on Availability at the cadence requested by Authorized User.

2. Special Reports:

Supplier will provide the FedRAMP compliant continuous Monitoring reports by uploading the reports to VITA's Box account on a monthly basis.

- (a) System/Application Patching Compliance Report – Supplier will provide a report that illustrates the status of security relevant software and firmware updates in a manner consistent with FedRAMP Moderate standards by uploading the reports to VITA's Box account within 30 days of the release of the updates.
- (b) Scanning Reports (OS, Middleware, Applications and Interfaces) Report – a report that illustrates vulnerability scanning of Cloud Service Providers Operating

Systems/infrastructure, databases and web applications(d) Geographic Locations of Data Being Hosted Report – a report that illustrates the location of Commonwealth data

3. Quarterly Reports:

By the 5th day of the first month of a calendar quarter, during the Contract Term, Supplier shall provide Authorized User with the following written quarterly report:

- (a) Summary Report of Intrusion Detection Scans and Intrusion Prevention Scans – a report that demonstrates that supplier protects commonwealth data with intrusion monitoring tools from unauthorized access, modification and deletion.

Supplier shall submit a copy of each report to VITA at: enterpriseservices@vita.virginia.gov.

Representatives of Supplier and Authorized User, and VITA at its option, shall meet as often as may be reasonably requested by either party, but no less often than once each calendar quarter during the Contract Term, to review Supplier's performance of Licensed Services and the performance of the Application and to discuss technical plans, financial matters, system performance, service levels and any other matters related to the above required reports and to this Contract in general that may be reasonably requested by either Supplier or Authorized User or VITA. Supplier shall notify VITA of such meetings by email to: enterpriseservices@vita.virginia.gov. Authorized User or VITA may independently audit the report at its expense no more than two (2) times annually.

Failure by Supplier to submit the required reports listed above will constitute a breach of Contract. In the event of such a breach, VITA, in its governance role, may elect to immediately terminate the Contract, which will also result in the Supplier and Application being removed from the Approved Application List.

D. Failure to Meet Service Level Commitments

In the event that such Application fails to meet the Service Levels specified herein, Supplier will: (i) promptly replace the Application with an Application that conforms to this Contract and such specifications; or (ii) repair the Application, at Supplier's expense, so that it conforms to this Contract and such specifications, in addition to any applicable remedies available under Exhibit I. In the event Supplier fails to comply with these remedies, Authorized User may exercise all available rights and remedies under law and equity.

E. Escalation Procedures

Supplier shall respond to problems with the Solution in accordance with escalation measures identified in Exhibit I of the Contract, "Table of Service Levels, Response and Resolution Times and Escalation Procedures for Licensed Services"

15. CLOUD EXIT ASSISTANCE

Upon execution of an order or SOW pursuant to this Contract, Supplier and Authorized User will develop an exit plan ("Exit Plan") detailing each Party's respective tasks for the orderly transition and migration of all Content stored by Supplier pursuant to such order or SOW to Authorized User's archive and/or to a system or application maintained by Authorized User.

At a minimum, the Exit Plan must provide 30 days prior to the expiration or termination of this Contract for any reason, Supplier shall return to the Authorized User all Content in its possession and stored by the Application on behalf of the Authorized User. Supplier shall return all such Content in a format accessible without the use of Supplier's Application. Supplier's failure to do so will constitute a material breach of this Contract and the Authorized User may exercise all available rights and remedies under law and equity, in addition to any remedies set forth in this Contract. The obligations herein for the return of Content shall not apply to Content provided to Socure. The Authorized User will maintain copies of all Content provided to Socure. Socure is not the system of record for Content. Socure will destroy any Content in its possession following expiration or termination of Authorized User's SOW.

In addition, at Authorized User's option, Supplier shall continue to provide Licensed Services for up to six (6) months after the date of expiration or termination of an applicable order or SOW in order to facilitate Authorized User's transition to another service model or provider. Supplier shall also provide such reasonable assistance as may be requested by the Authorized User and agrees such assistance will not be unreasonably withheld. Supplier will perform such assistance at the hourly rate

or for the fee agreed upon by Supplier and Authorized User. In the event of a termination for breach by Supplier, Supplier shall provide reasonable transition assistance to the affected Authorized User(s) at no cost, provided that such Authorized User(s) shall continue to pay for any utilized Licensed Services in accordance with Exhibit B.

16. RECORDS AND AUDIT

In order to support charges invoiced to an Authorized User, Supplier shall maintain accurate records and other evidence pertaining to the costs and expenses for all Licensed Services performed or delivered under any order or SOW issued pursuant to this Contract. The records will be to the extent and in sufficient detail to properly reflect all direct costs charged to the Authorized User under the applicable order or SOW. In addition, Supplier shall maintain accurate records of the Licensed Services including, but not limited to, the "Uptime" and "Downtime" as set forth in the Supplier Responsibilities Section of this Contract. An Authorized User will have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order(s) or SOW(s). Supplier shall preserve such records of costs and expenses for three (3) years after termination or completion of the Licensed Services agreed to under this Contract, or any order or SOW issued hereunder.

17. SUPPLIER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in Exhibit A, Supplier shall acquire and maintain, at no charge to Authorized User, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. Additionally:

- i. Supplier shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in Exhibit A.
- ii. Supplier shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.
- iii. Supplier may collect user-specific data only as necessary to provide the Licensed Services ordered by an Authorized User. No information regarding any Authorized User or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation will extend beyond the Contract Term.
- iv. Supplier shall be required to notify VITA in writing at least sixty (60) days prior to of any planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Supplier subcontractor. The planned changes or Updates include only change(s) that would potentially impact the secure and efficient use of the Application, as understood and agreed to between Supplier and VITA at Contract award. The purpose of this notice is to allow sufficient time for Supplier and VITA to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.
- v. Supplier is responsible for documenting and maintaining any customizations made for operational use of the Application and/or for interoperability use with other systems or applications used by an Authorized User and paid for solely by Authorized User. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by Supplier to Authorized User within ten (10) business days of the customizations' operational use. Supplier shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to Authorized Users in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.

- vi. Supplier agrees to work with the Authorized User to ensure compliance with any approved security exceptions or other identified gaps or requirements provided to Authorized User in writing by VITA.
- vii. Supplier agrees to comply with the following contractual requirements resulting from the COV Ramp assessment:
 - a. Supplier to complete and provide results to VITA within 90 days of award:
 - i. SOC 2, Type II report (or)
 - ii. A security gap analysis using SEC 530 as the framework, conducted by an accredited third party
 - b. Supplier to provide:
 - i. Proof of Gov Cloud hosting environment and Fed Ramp Certification for Solution). Application to be configured to meet SEC 530 AC-2 and allow integration with a Single Sign On solution prior to project onset
 - ii. Supplier agrees to meet SEC 530 IR-6 requirements for 24-hour security incident notification

In addition, and at no additional cost to Authorized Users, Supplier shall provide access to additional Updates, features, and functionalities of the Application as are provided, at no additional cost, by Supplier to other customers of Supplier who require functionality similar to that of the Application provided to Authorized Users. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Supplier website. Notwithstanding the provisions of this Section and except as agreed to in writing by VITA and Supplier, nothing in the Contract shall oblige Supplier to undertake any modifications to the Application, and all such modifications are at Supplier's sole discretion whether suggested by an Authorized User or another party.

B. Ancillary Responsibilities

Throughout the Contract Term, Supplier shall make available such resources, including Supplier Personnel, as are reasonably required to: (i) train designated Authorized User personnel in the use of the Application; (ii) develop modifications to the Application as agreed by VITA and Supplier in any exhibit hereto or as agreed to by Supplier and Authorized User in any order or SOW issued hereunder; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed in any order or SOW issued pursuant to this Contract.

C. Subcontractors for Cloud Services

It is understood that Supplier may utilize Subcontractors to provide integral components of the Licensed Services and Application; however, except for those so named at time of Contract award, Supplier shall not use new or replacement Subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Contract without advance written notification to and approval by VITA.

Supplier is responsible for the performance of its Subcontractors used in providing any portion of the Licensed Services or Application. Additionally, Supplier is responsible for its Subcontractors' compliance with the terms and conditions of this Contract.

18. AUTHORIZED USER RESPONSIBILITIES

Unless otherwise agreed and as applicable, an Authorized User, or an Application User, will be responsible for input of Content into Supplier's Application and such Authorized User will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting an Authorized User in creating, modifying or inputting the Content, unless specified in Exhibit A.

If Supplier issues unique USERIDs and passwords to an Application User:

- a. Authorized Users are responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. Authorized Users will fully cooperate with law

enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.

- b. Each Authorized User will have the right to add, activate, change access for, or disable USERIDs at its sole discretion. Authorized Users shall designate Administrators who will be authorized to add, activate, change access for or disable USERIDs.
- c. Upon notification by an Authorized User of an Application User's disabled access, Supplier shall remove access authorization by said Application User from its server within one (1) hour of receipt of such notification, ensuring that historical access audit details of such Application User will not be deleted or lost. If Supplier fails to make such a removal of access, Authorized User will not be held liable for any charges or damages incurred due to use of the unauthorized USERID.
- d. Authorized Users of this Contract agree to notify Supplier of any degradation, potential breach, or breach of the Content and Application privacy or security as soon as possible after discovery. Authorized Users further agree to provide Supplier the opportunity to participate in the investigation of the reported situation.
- e. Each Authorized User agrees to submit any required Security exceptions via Archer to commonwealthsecurity@vita.virginia.gov prior to the award of an order or SOW.
- f. Each Authorized User agrees to submit a service request for COVRAMP Oversight via the VITA Service Portal immediately after award of its order or SOW.

19. CONTENT PRIVACY AND SECURITY

A. Truthfulness and Accuracy:

Supplier attests that the answers provided on the COV RAMP assessment questionnaire and the information Supplier is required to report above are and will be accurate and complete. In the event of a change to any of Supplier's responses provided on the COV Ramp assessment questionnaire, submitted to VITA March 27, 2025], Supplier will provide an updated COV Ramp assessment to VITA.

B. Compliance with Commonwealth Standards:

The Cloud Services shall be provided in compliance with Commonwealth of Virginia (hereinafter "Commonwealth") information security standards [SEC530 \(Information Security Standard\)](#) and [SEC514 \(Removal of Commonwealth Data from Electronic Media Standard\)](#), (current versions of which are located on VITA's public website (<https://www.vita.virginia.gov>) under Information Security), as documented and agreed upon in Supplier's COV Ramp assessment, provided to VITA on March 27, 2025]. In addition, Supplier shall ensure that the Cloud Services are not provided in any way that prevents Public Body from compliance with other Commonwealth security standards.

20. PROPRIETARY RIGHTS

A. Supplier's Proprietary Rights

Except as otherwise stated herein, the Licensed Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

B. Authorized User Proprietary Rights

Except as otherwise stated herein and with the exception of any applicable third-party rights, Content shall remain the sole and exclusive property of Authorized User. Additionally, all right, title and interest in and to any Content relating to Authorized User's business shall remain the property of Authorized User. Nothing in this Contract shall be construed as conveying any rights or interest in Content or customizations to Supplier except as necessary to provide the Solution to the Authorized User. Upon termination of an order or SOW issued hereunder, Supplier agrees at such Authorized User's request, to destroy the Content and certify in writing that said Content in

all formats, have been destroyed. Notwithstanding the foregoing, Content shall be destroyed as provided in Section 17.

21. CLOUD SERVICES ESCROW AGREEMENT

A. Application Escrow Agreement

Supplier is providing a General Use or COTS Application and no custom built source code is authorized under this Contract or any order or SOW issued thereunder. Therefore, Application Escrow is not required.

B. Content Escrow Agreement

Supplier shall maintain, in a separate escrow account for each Authorized User, copies of all Content provided by or to such Authorized User in an agreed upon industry standard portable format accessible without use of Supplier's Application. An executed agreement for providing for any such Content Escrow Agreement is attached hereto as Exhibit E-2 (Content Escrow Agreement).

VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Content Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed the Content Escrow Agreement to ensure that such Content Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Content Escrow Agreement. If events give rise to a need for the Escrow Agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the Escrow Agent. Supplier agrees to notify VITA in writing not less than 30 calendar days prior to termination or any modification of the Content Escrow Agreement.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of an Authorized User pursuant to a Content Escrow Agreement shall be specifically identified and listed in Attachment A to such Content Escrow Agreement and include a monthly back up of the Content repository for such Authorized User.

Supplier warrants that the Content Escrow Agreements provide or shall provide for, among other items, the release of the list of items on Attachment A of each Content Escrow Agreement which could occur upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of 60 calendar days, Supplier's breach or default under this Contract, Supplier's bankruptcy and/or Supplier's failure to continue to do business in the ordinary course. Any Content Escrow Agreement shall also provide for the release of the escrowed items in the event the Authorized User's Content is destroyed, lost, or damaged or following the termination or expiration of Authorized User's order or SOW for Licensed Services. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above.

22. FEES, ORDERING, AND PAYMENT PROCEDURE

A. Fees and Charges

In consideration for the Supplier's performance obligations under this Contract, an Authorized User shall pay Supplier the fee(s) owed pursuant to the schedule of fees and charges as set forth on Exhibit B attached to this Contract. Supplier will only be entitled to those fees owed for Supplier's performance obligations and any additional products and services provided to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User's order or SOW. The fees, and any associated discounts, will be applicable throughout the Contract Term unless modified pursuant to the terms and conditions below.

Supplier and VITA will work in good faith to agree on any appropriate change in pricing. Supplier agrees to offer price reductions to ensure compliance with the "Competitive Pricing" section of this Contract below. In the event the fees or discounts apply for any period less than the entire Term, Supplier agrees that it will not request an increase in the fees during the first twelve (12) month period following the Effective Date and will not request an increase in the fees more than once in any subsequent twelve (12) month period thereafter. Beginning 12 months after the

Effective Date, Supplier may request in writing an adjustment to the prices set forth in Exhibit B to this Contract. No increase in fee amounts will exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>) for the period ending 60 to 90 days prior to the effective date of the increase compared with the same index one (1) year prior. Supplier must submit any change in price in writing to an Authorized User if the change impacts any order or SOW and such change will not become effective for 60 calendar days thereafter.

B. Demonstration and/or Evaluation

If the Supplier's contractual obligations include the provision of a Solution, an Application and Licensed Services, or Software-as-a-Service, at the request of any Authorized User, then Supplier shall perform any reasonable demonstration of its Solution, Application and Licensed Services, or Software-as-a Service at the Authorized User's location and at no charge.

If the Supplier's contractual obligations include the provision of Software, then the Supplier shall provide the Software to any Authorized User for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than 30 calendar days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

C. Supplier Quote and Request for Quote

An Authorized User may, at its sole discretion, issue a Request for Quote ("RFQ") for any combination of the Solution, products, or services provided under this Contract. Supplier shall respond to the RFQ by providing a written quote. Supplier's quote must include (a) a detailed description of each product or service proposed, including any applicable components, at the Exhibit B line item fee level; (b) the quantity of each line item; (c) the total contract price; (d) any additional percentage discount offered; (e) an extended price; (f) any optional or alternate pricing; and (g) any pricing assumptions. If requested by the Authorized User, Supplier's quote must also include a detailed description of the approach Supplier plans to take in developing, implementing, and maintaining its offering pursuant to the RFQ for the Authorized User. If Supplier is unable to meet the requirements of the RFQ, Supplier shall notify the Authorized User in writing of its inability to perform the work requested by the Authorized User, and provide the reasons for its inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's failure to respond to an RFQ may be deemed a breach of this Contract.

D. Competitive Request for Quotes

If an Authorized User determines that a competitive process is required to ensure it receives the best value for any combination of its needed Solution, products, or services under this Contract, then the Authorized User may, at its sole discretion, use a Competitive Request for Quote ("CRFQ") process to obtain identical or similar Solutions, products, or services to those provided by Supplier pursuant to this Contract. The CRFQ will clearly outline the project timing and requirements. If the Authorized User is not able to identify the exact specifications required, then the CRFQ respondents will be given the opportunity to identify and propose their recommended specifications.

E. Ordering

Supplier shall not accept any order or SOW from an Authorized User if the order or SOW is to be funded, in whole or in part, by federal funds and if, at the time the order or SOW is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

All Authorized Users have the right to license or purchase Supplier's products or services under this Contract, but have no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier shall accept any order or SOW placed by an Authorized User through the Commonwealth's electronic procurement website portal, eVA (<http://www.eva.virginia.gov/>). Agencies, as defined by Code § 2.2-2006, and legislative, judicial, and independent agencies of

the Commonwealth, must order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i. Purchase Order (“PO”): An official PO form issued by an Authorized User.
- ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User. This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract. No Authorized User will have the authority to modify this Contract under any circumstances. An order or SOW may contain additional terms and conditions. In the event that the terms and conditions of an order or SOW are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract will supersede.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS THE AUTHORIZED USER IS VITA.

F. Statement of Work

A SOW, in the format provided for in Exhibit C attached to this Contract, is required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B to this Contract. All SOWs will be of a fixed price type unless VITA issues a written authorization for a time and materials type SOW. The fixed price SOWs may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses pursuant to the provisions of the “Reimbursement of Expenses” subsection below. If a time and materials type SOW is authorized, Supplier Personnel shall maintain daily time records of hours and tasks performed that must be submitted or made available for inspection by the Authorized User upon 48 hours advance written notice.

Any change to an SOW must be described in a written change request, in the format provided in Exhibit D. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event will any SOW or any modification require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A, which is attached to this Contract and incorporated by reference.

G. Invoice Procedures

Supplier shall remit each invoice to the “bill-to” address provided with the order promptly after all Supplier’s performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW. Payment for any support services, as authorized in the Contract and the Authorized User’s applicable order or SOW, will be annually in arrears unless otherwise stated in this Contract, or in any order or SOW referencing this Contract. No invoice may include any costs other than those identified in the signed order or SOW, and those costs must be in accordance with the schedule of fees listed on Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier’s responsibility except to the extent shipping charges are identified in Exhibit B and noted in any signed order or SOW referencing this Contract. Supplier shall issue invoices that identify, at a minimum:

- i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.
- ii. Line-item description of the Deliverable(s) applicable to this Contract, including any components or service type, and, if applicable, the project milestone.
- iii. Quantity, charge and extended pricing for each line item
- iv. Applicable date of the order or SOW or both
- v. This Contract number and the applicable order number or SOW number or both
- vi. Supplier’s Federal Employer Identification Number (“FEIN”)

Any terms included on Supplier's invoice will have no force or effect and will in no way bind the Authorized User.

H. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier may not issue invoices pursuant to this Contract until all of Supplier's performance obligations have been accepted and are in accordance with the milestone payment schedule in the applicable order or SOW, or until after services have been rendered. Charges for Deliverables, Components or Services accepted more than 90 calendar days prior to receipt of a valid invoice may not be paid. In the event Supplier repeatedly over-bills an Authorized User, the Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

I. Reimbursement of Expenses

An Authorized User will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by the Authorized User in advance in the order or SOW. The travel-related expenses will be reimbursable at the then-current per diem amounts and other travel regulations as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>). Authorized Users who are not public bodies may have their own per diem amounts or other travel regulations applicable to Supplier's pre-approved travel expenses.

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

J. Disputed Charges

If, before payment of an invoice, an Authorized User notifies the Supplier in writing of a disputed charge, Authorized User will have the right to withhold payment of the disputed amount until the dispute is settled or finally resolved. Supplier shall respond in writing to Authorized User's notification of a disputed charge acknowledging Supplier's receipt of the dispute within five (5) business days. Any charges disputed by Authorized User will be resolved (whether by credit or explanation of the charge to the Authorized User's satisfaction) in the Authorized User's required format within two (2) billing cycles (60 calendar days) following Authorized User's written notification. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User will not be obligated to pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. If a disputed charge is reversed, Supplier shall reverse all associated surcharges, regulatory charges and taxes.

23. REPORTING

Supplier shall submit to VITA monthly reports containing data on:

- i. Amount of Total Sales; and
- ii. Small Business Procurement and Subcontracting Spend

These reports must be submitted in accordance with the instructions and further detailed requirements, and on the templates set forth on the "Supplier & Vendor Reporting Requirements" webpage located at the following URL: <https://www.vita.virginia.gov/procurement/supplier-reporting/supplier--vendor-reporting-requirements/>, or any successor URL(s). Supplier is encouraged to review the site periodically for updates on Supplier reporting requirements and methods. Supplier's failure to comply with all reporting, payment, and other requirements in this section may be deemed by VITA, in its sole discretion, to be a breach of the Contract.

Supplier shall respond in a timely manner to annual and ad hoc requests about sales, Monthly Sales Reports ("MSR"s), and IFA fee payments.

Supplier shall provide reports and information about eVA orders as requested by VITA.

A. Monthly Sales Report:

Supplier shall submit to VITA a Monthly Sales Report with the Total Sales of the previous month under this Contract in a manner and format prescribed by VITA by the 10th day of every month

regardless of whether Supplier has any sales to report. Total sales detailed in the MSR shall include all Authorized Users from any jurisdiction in which sales are made.

Supplier shall report the number of subscription licenses (seats) sold in the "Description of Order" field each month in the Supplier Reporting System when it files its MSR with VITA.

In connection to the monthly report of Total Sales, Supplier shall pay to VITA the following monthly fees in accordance with instructions described on the "Supplier & Vendor Reporting Requirements" webpage located at: <https://www.vita.virginia.gov/procurement/supplier-reporting/supplier--vendor-reporting-requirements/>. The monthly report of Total Sales must include these fees and percentages:

- IFA: 2% of monthly sales

B. Small Business Procurement and Subcontracting Spend:

Supplier shall provide to VITA a report of monthly subcontracting spend data. This data must include Supplier's total spend to all Subcontractors who provide direct performance for obligations under this Contract. Supplier's monthly subcontracting spend data must be submitted via the SRS webpage located at: <https://www.vita.virginia.gov/procurement/supplier-reporting/supplier-reporting-system-access/>.

In addition, every six (6) months following the Effective Date, Supplier shall submit to VITA a "SWaM Subcontracting Certification of Compliance" ("SSCC") certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"). A copy of Supplier's Plan is attached to this Contract as Exhibit H, and is incorporated by reference. The SSCC must include a written explanation of any variances of greater than 20% between the Plan and the actual subcontractor spend by Supplier. Supplier's SSCC will be maintained by VITA in the Supplier's procurement file. Supplier must submit the SSCC to the following address: SCMInfo@vita.virginia.gov. In the event that Supplier fails to comply with its contractually obligated Plan spend or fails to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, withhold any final payments due, or both. Supplier's failure to comply will be considered in the prospective award of any future contracts with Supplier.

24. SUPPLIER PERFORMANCE MEASURES

VITA has developed a set of performance measures relating to Supplier's performance under this Contract and which are attached hereto and incorporated by reference as Exhibit I. Supplier agrees to be bound by and perform its obligations under this Contract pursuant to these performance measures. The remedies for Supplier's failure to meet the performance measures are set forth in Exhibit I.

Supplier and VITA agree to meet within 30 calendar days of the Effective Date of this Contract to set forth the methodology and designated personnel of each Party to provide, collect, monitor, and report the performance measures data and mutually agreed-to incentives and remedies. Supplier agrees to provide to VITA a report of its performance against the performance measures no less than once every six (6) months throughout the Contract Term. Supplier's report must include a comparison of its performance measures against the agreed-to targets and, in the event of any shortfall by Supplier, proposed remediation measures. Supplier will report its performance for the Contract in aggregate and for each order or SOW over \$1,000,000 for applicable Authorized Users. Any instances of Supplier non-compliance will be recorded in Supplier's Contract file and shared with Contract stakeholders. Supplier further agrees that any degradation or failure of Supplier's performance obligations may result in failure to renew the Contract, termination for convenience of the Contract or termination for breach of the Contract. VITA will have all rights and remedies available at law.

25. STATUS MEETINGS

Supplier will be prepared to conduct monthly stewardship meetings with VITA to provide a broad review of all services, projects and ongoing operations. Supplier should also be prepared to conduct semi-annual meetings/presentations to discuss new products and services and their potential benefit to VITA.

26. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("**Steering Committee**"), consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier. Roles of the Steering Committee include but are not limited to (a) identifying potential issues which may arise during the performance of a contract; (b) discussing and assigning roles and responsibilities; (c) establishing methods for quickly resolving potential disputes; (d) setting rules for communication and decision making; (e) monitoring and measuring the business relationship between the parties; and (f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract Term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in any scheduled meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier will ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and any Authorized Users may be required prior to or during performance on any specific SOW issued pursuant to this Contract.

27. POLICIES AND PROCEDURES GUIDE

Within 30 calendar days of the Effective Date of the Contract, Supplier will provide VITA will a policy and procedures guide that describes how the Supplier and VITA will work together and how performance, including Deliverables and Services, is to be measured. The guide will provide process diagram details, working activities, and interface points with VITA and Supplier deliverables. Updated versions of the guide will be provided by Supplier to VITA and all Authorized Users every six (6) months, or as otherwise mutually agreed, during the Contract Term.

28. TRAINING AND DOCUMENTATION

A. Training

In addition to any online tutorial training Supplier may make available, Supplier's fee, unless expressly excluded, includes all costs for any and all training as agreed upon for the training of at least one (1) Authorized User trainers per order or SOW. In order to allow Authorized User the full benefit of the applicable Deliverable, the training will cover the use and operation of the Deliverable provided to Authorized User including instruction in any necessary conversion, manipulation, or movement of such Authorized User's data. Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location mutually agreeable to Supplier and Authorized User. Available additional and optional training, and applicable pricing and discounts, are described in Exhibit B.

B. Documentation

Supplier shall deliver to Authorized User complete copies of any Documentation applicable to the Deliverable(s) provided to Authorized User, in a quantity and media format as agreed upon by the Parties under an order or SOW. Should Supplier revise or replace the Documentation, or should Documentation be modified to reflect Updates, Supplier shall deliver to the Authorized User copies of the updated or replacement Documentation, in the same quantity and media format as originally requested by the Authorized User, or as agreed upon between the Parties. Any Authorized User will have the right, as part of any license grant, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation must include, but is not limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Such Documentation must be revised to reflect any modifications, fixes or updates made by Supplier. Any Authorized User, at its own discretion, will have the right, as part of the license granted by Supplier, to modify or completely customize all or part of the Documentation in

support of the authorized use of the licensed Application or Software. The Authorized User may also duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice and all Documentation, in its original form or as modified hereunder, shall be considered Supplier Product so long as it is marked as proprietary.

29. AUTHORIZED USER SELF-SUFFICIENCY

At Authorized User's request, and pursuant to an order or SOW for Supplier's Services issued under this Contract, Supplier shall provide all assistance reasonably required by Authorized User to develop Authorized User's self-sufficiency in operating and managing any combination of the Solution, Software, products, or services that Supplier provided to Authorized User under the applicable order or SOW. During or after the Transition Period, Authorized User may, at its sole discretion, elect to order or continue Maintenance Services from Supplier, if authorized under the scope of the Contract, for any of the Software or hardware products, Components, or Solution Components delivered to Authorized User by Supplier.

30. COMPETITIVE PRICING

Supplier warrants that each of the prices, charges, economic or product terms, or warranties granted under this Contract are fair, reasonable, and commensurate with the price, charge, economic or product term or warranty being offered by Supplier to other government customers that purchase substantially similar services or products, at similar volumes, and under substantially similar terms and conditions. Supplier shall notify VITA of any new services or products that become generally available to all government customers during the Contract Term. New products and services are subject to the commercial terms associated with those products and services and must be formally added to this Contract before they can be purchased. Supplier shall also offer VITA commercially available national government products and services promotions and rates available at the time of purchase under the terms of those promotions.

31. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall:

- i. hold in strict confidence all Confidential Information of any other Party;
- ii. use the Confidential Information solely to perform or to exercise its rights under this Contract; and
- iii. not transfer, display, convey or otherwise disclose or make available all or any part of the other Party's Confidential Information to any third-party.

An Authorized User may, however, disclose the Confidential Information as delivered by Supplier to subcontractors, contractors, or agents of the Authorized User that are (i) not known to be direct competitors of Socure Inc. at the time and (ii) are bound by non-disclosure agreements with the Authorized User which contain confidentiality obligations that are substantially the same as the obligations of confidentiality contained in this Contract. Each Party shall take the same measures to protect against the disclosure or misuse of the Confidential Information as it takes to protect its own proprietary or confidential information, but in no event will such measures be less than reasonable care.

B. Return or Destruction

Upon the termination or expiration of this Contract, or upon the earlier written request of the disclosing Authorized User, Supplier shall, at its own expense, and at the written request and election of the Authorized User, either:

- i. promptly return all tangible Confidential Information (and all copies thereof except the record required by law) to the disclosing Authorized User; or
- ii. destroy any Confidential Information in Supplier's possession or control, and provide the disclosing Authorized User with written certification of the destruction.

Upon termination or expiration of this Contract, additionally, Supplier shall cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

The Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth's records retention policies or, if Authorized User is not subject to the Commonwealth's policies, in accordance with the Authorized User's own records retention policies.

C. Confidentiality Statement

All Supplier Personnel performing Services pursuant to this Contract are required to sign a confidentiality statement or non-disclosure agreement. Any violation of the statement or agreement will be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

- i. not use or further disclose Protected Health Information ("PHI") other than as permitted or required by the terms of this Contract or any order or SOW issued hereunder or as required by law;
- ii. use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Contract or any order or SOW issued hereunder;
- iii. report to VITA or Authorized User, as applicable, any use or disclosure of PHI not provided for by this Contract or the applicable order or SOW;
- iv. mitigate any harmful effect that is known to the Supplier of a use or disclosure of PHI by the Supplier or Supplier Personnel in violation of the requirements of this Contract or the applicable order or SOW;
- v. impose the same requirements and restrictions contained in this provision on Supplier Personnel performing on this Contract or any order or SOW issued hereunder;
- vi. provide access to PHI contained in its records to VITA or the requesting Authorized User, in the time and manner designated by VITA or the requesting Authorized User, or at the request of VITA or an Authorized User, to an individual in order to meet HIPAA access; and
- vii. make available PHI in its records to VITA or an Authorized User for amendment and incorporate any amendments to PHI in its records at VITA's or an Authorized User's request.

D. Freedom of Information Act Acknowledgement

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted by the Virginia Freedom of Information Act. VITA agrees that it will protect Supplier Confidential Information to the fullest extent allowable under the Virginia Freedom of Information Act.

In the case of Supplier proprietary or trade secret information, Supplier must have followed the procedures required by Code § 2.2-4342(F), where applicable, in order for the information to be protected from disclosure under the Virginia Freedom of Information Act.

32. INDEMNIFICATION

A. Indemnification Generally

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

- i. any negligent act, negligent omission, or intentional or willful conduct of Supplier or any Supplier Personnel;

- ii. a breach of any representation, warranty, covenant, or obligation of Supplier contained in this Contract;
- iii. any defect in the Supplier-provided products or services;
- iv. any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services; or
- v. any Claims by any Subcontractor resulting from Supplier's failure to pay such Subcontractor.

B. Defense Claims

Supplier will be solely responsible for all costs and expenses associated with the defense of all third-party Claims against Commonwealth Indemnified Parties. Selection and approval of counsel, and approval of any settlement, shall be accomplished in accordance with all applicable laws, rules, and regulations. For state agencies, the applicable laws include §§ 2.2-507, 2.2-510, and 2.2-514 of the Code.

C. Duty to Replace or Reimburse

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

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

D. Supplier Dispute of Obligation to Indemnify

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

33. LIABILITY

Supplier agrees that it is fully responsible for all acts and omissions of Supplier Personnel, including their negligence, gross negligence or willful misconduct, under this Contract.

To the extent permitted by law, Supplier's indemnification obligations and liability will be limited to \$1M or twice the Annual Value, whichever is greater. For purposes of this Contract, "Annual Value" means the cumulative amount paid to the Supplier including payments made against any orders, SOWs, or Change orders in the twelve (12) months preceding the claim ; in the event that liability arises in the first 12 months following the Effective Date, the Annual Value will be a pro rata annualization of the cumulative obligations to that date.

The limitations on liability set forth in this section will not apply to any liability arising from any combination of the following:

- i. any intentional or willful misconduct, fraud, or recklessness of Supplier or any Supplier Personnel; or
- ii. claims for bodily injury, including death, and damage to real property or tangible property resulting from the negligence of a Supplier or any Supplier Personnel.

34. INSURANCE

In addition to the insurance coverage required by law as referenced in the "Incorporated Contractual Provisions" section of this Contract below, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$5,000,000 per occurrence; and

Cyber Security Liability insurance coverage in the amount of \$5,000,000 per occurrence.

Throughout the Contract Term, Supplier shall provide evidence of insurance and access to a copy of Supplier's policy documents upon request by VITA.

35. SECURITY COMPLIANCE

Supplier shall provide a secure environment for Content and any hardware and software in accordance with the following commonwealth security standards as of the Effective Date of the Contract: SEC530 and SEC514-05 (located at: <https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/>) as agreed upon and documented in Supplier's COV Ramp assessment, provided to VITA on March 27, 2025. Further, Supplier shall comply with all applicable provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and that have been provided to Supplier by the Authorized User. Supplier shall also comply with all applicable federal, state, and local laws and regulations, including those pertaining to information security and privacy.

Any unauthorized release of any Confidential Information, or Commonwealth proprietary or personal information, by the Supplier or Supplier Personnel constitutes a breach of Supplier's obligations under the Contract. Supplier shall notify VITA and any affected Authorized User within 24 hours of discovery of any "breach of the security of the system", as defined in Code § 18.2-186.6, and any other compromise of other confidential or personal identifying information provided to the Supplier by VITA or an Authorized User. To the extent permitted by law, Supplier shall provide VITA and any affected Authorized User with regular updates regarding the investigation of the breach and the opportunity to exercise control over reporting the unauthorized disclosure to any individuals whose personally identifiable information provided hereunder was impacted.

Supplier shall ensure performance of an audit of Supplier's environment at least annually to provide assurance of "Controls Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy" in accordance with the then-current standards set forth by the American Institute of CPAs.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, their officers, directors, employees and agents harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this section.

For SaaS solutions, VITA reserves the right to review Supplier's information security program prior to the commencement of Licensed Services and at least once annually during the Term of this Contract. During the performance of the Licensed Services, and on an annual basis, VITA will be entitled, at its own expense, to perform, or to have performed, an audit of Supplier's information security policies. Supplier shall implement any reasonably required safeguards as identified by any program audit in accordance with its remediation procedures.

36. IMPORT/EXPORT

Supplier shall comply with all data export laws and regulations. In addition, VITA policy requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, may only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the continental United States.

37. ACCEPTABLE USE POLICY

VITA and Authorized User agree to abide by Supplier's Acceptable Use Policy ("AUP"), as amended by the parties hereby and incorporated as Exhibit J. Because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard AUP cannot be accepted by

VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that:

- i. In the event of a conflict between this Contract and the AUP, the Contract shall control;
- ii. In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of VITA or any other public body from its lawful use of the Service, VITA shall have the option to (a) request that the revision be rescinded; or (b) request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier fails to grant a request by VITA per (a) or (b) above within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, without termination liability; and

38. THIRD PARTY TERMS AND CONDITIONS

In the event that Supplier's provision of the Licensed Services or any performance obligations under the Contract, or any order or SOW issued under the Contract, include third-party terms and conditions, the Commonwealth security policies standards and guidelines referenced in this Contract above – i.e., SEC530- to the extent applicable hereunder, will take precedence over any third party terms and conditions. For the purposes of statutory law as referenced and incorporated in this Contract, if there is any conflict with any third party terms, such statutory law will govern.

39. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than 15 business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order or SOW. If this Contract has not been otherwise terminated and bankruptcy proceedings are commenced with respect to Supplier, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of its performance of Supplier's contractual obligations or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection will not be a breach of this Contract, and will not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

40. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for, bind or commit to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances will Supplier, or any Supplier Personnel, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User will have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or any Supplier Personnel. Supplier represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes, and agrees that neither VITA nor any Authorized User is responsible to collect or withhold for Supplier any federal, state, or local employment taxes, including, but not limited to, income tax withholding and social security contributions. Supplier shall pay or withhold any and all taxes, interest or penalties (including, but not limited to, any federal, state, or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed, or levied as a result of this Contract or Services performed pursuant to this Contract. Supplier shall reimburse VITA or any Authorized User in the event that any taxes, interest or penalties are assessed against and paid by VITA or any Authorized User as a result of this Contract.

B. Licensing Within the Commonwealth

Any and all licenses granted or provided pursuant to this Contract, whether to Work Product, System Software, COTS Software, or any other Software will be held by:

- i. the Commonwealth, if the Authorized User is an agency as defined by Code § 2.2-2006 or a legislative, judicial and independent agency of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code;
- ii. the applicable public body, if the Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity; or
- iii. the applicable private institution of higher education, if the Authorized User is a private institution of higher education listed at: <https://civv.org/Our-Colleges/Profiles.aspx.html>.

C. Incorporated Contractual Provisions

In addition to the terms, conditions, and obligations of this Contract, Supplier agrees to the VITA "Mandatory Contract Terms" which consist of the:

- i. "Core Contractual Terms", and
- ii. "Mandatory Internal Revenue Service (IRS) Publication 1075 (required for FTI data only)"

These Mandatory Contract Terms are set forth at the following URL and incorporated into this Contract by reference: <https://www.vita.virginia.gov/procurement/contracts/mandatory-contract-terms/>.

Supplier agrees that non-compliance with the above-referenced Mandatory Contract Terms—including Exhibit 7, "Safeguarding Contract Language" of IRS Publication 1075 which is attached to this Contract as Exhibit K and is incorporated by reference—may be deemed, solely by VITA, as a material breach of the applicable Order or SOW or of the Contract. Supplier is responsible for verifying the correct and current version of this IRS publication and related safeguarding terms language and acknowledges that any Authorized User issuing the Order or SOW will be held harmless.

The terms and conditions set forth in documents posted at the URL above, and any successor URL(s), are subject to change pursuant to action by the legislature of the Commonwealth, change in VITA policy, or change to IRS Publication 1075. If a change is made to any of the Mandatory Contract Terms documents, a new effective date will be noted in the applicable document title. Supplier is advised to check the URLs, or their successors, periodically.

D. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 U.S.C. § 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder is incorporated as Exhibit G to this Contract.

E. Ethics in Public Contracting

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

F. Governing Law

This Contract is governed by and will be construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation relating to this Contract must be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly

disclaimed. The Uniform Computer Information Transactions Act applies to this Contract only to the extent required by Code § 59.1-501.15.

G. Dispute Resolution

In accordance with Code § 2.2-4363, contractual claims, whether for money or other relief, must be submitted in writing to the public body from whom the relief is sought no later than 60 calendar days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims will not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within 30 calendar days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under the Code nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within 30 calendar days. The decision of the relevant public body will be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code § 2.2-4364 or the administrative procedure authorized by Code § 2.2-4365.

In the event of any breach by a Commonwealth agency, Supplier's remedies will be limited to claims for damages and interest allowable under the Code and, if available and warranted, equitable relief. All such claims to be processed pursuant to this Section. In no event will Supplier's remedies include the right to terminate any license or support services hereunder.

H. Assignment

This Contract is binding upon and will inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations under this Contract, to any entity without the prior written consent of VITA, and any attempted assignment or subcontracting without consent will be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment will be 30 calendar days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification will not be covered by this assignment.

I. Severability

Invalidity of any term of this Contract, in whole or in part, will not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

J. Survival

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, Transition of Services, the right to purchase Maintenance Services, and the General Provisions will survive the expiration or termination of this Contract.

K. Force Majeure

No Party will be responsible for the delay or failure to meet its obligations under this Contract if the delay or failure arises from causes beyond the reasonable control and without the fault or negligence of the obligated Party. If any performance date under this Contract is postponed or extended pursuant to this Section for longer than 30 calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

L. No Waiver

Any failure to enforce any terms of this Contract will not constitute a waiver.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

N. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit is limited as follows:

- i. three (3) years from end date of the Contract;
- ii. at VITA's expense;
- iii. no more than once every twelve (12) months;
- iv. performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- v. access to Supplier cost information is excluded.

In no event will Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

O. Taxes

The Commonwealth is exempt from Federal excise and all State and Local taxes and any such taxes may not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained from Authorized Users upon request. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

P. Currency

All prices, costs, or fees in this Contract and all exhibits, schedules, orders, or SOWs will be in United States dollars.

Q. Non-Disparagement

Each Party agrees that it shall not engage in any conduct or pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitations, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good name of any other Party or the Party's affiliates, employees, agents, contractors, or subcontractors. This section will not be construed to prevent a Party from responding publicly to incorrect public statements or from making truthful statements when required by subpoena, court order, or otherwise required by law.

R. Advertising and Use of Proprietary Marks

No Party may use the name of the other Party or refer to the other Party, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of the other Party. In no event may any Party use a proprietary mark of the other Party without receiving the prior written consent of the other Party.

S. Notices

Any notice required or permitted to be given under this Contract must be in writing and will be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed:

- i. To VITA and to Supplier, if Supplier is incorporated or formed pursuant to the laws of the Commonwealth, to the addresses shown on the signature page.
- ii. To Supplier, if Supplier is incorporated or formed outside the Commonwealth, to the address shown on the signature page and to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code, VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written, or signed, or both, contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

T. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier will be billed for 50% of the employee's annual salary in effect at the time of termination.

U. Contract Administration

Supplier agrees that at all times during the Contract Term an account executive, at Supplier's senior management level, will be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

V. Captions

The captions of sections and subsections of this Contract are for convenience and in no way define, limit, or enlarge the scope of this Contract or any of its sections.

W. Entire Contract

The following exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A – Requirements

Exhibit B – Pricing

Exhibit C – Statement of Work (SOW) Template

Exhibit D – Change Order Template

Exhibit E – Reserved

Exhibit F – Reserved

Exhibit G – Certification Regarding Lobbying

Exhibit H – Supplier Procurement and Subcontracting Plan

Exhibit I – Supplier Performance Measures

Exhibit J – Supplier Acceptable Use Policy

Exhibit K – Internal Revenue Service Publication 1075 - Exhibit 7 Safeguarding Contract Language

This Contract, its exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter of this Contract. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's proposal are deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual will not apply to this Contract or any order issued pursuant to the Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that an ordering agreement, or any order or SOW issued pursuant to this Contract, includes any terms and conditions inconsistent with the terms and conditions of this Contract, the terms and conditions of the order or SOW will be of no force and effect.

X. Order of Precedence

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, any individual SOW, Exhibit B, then any project specific order. In the event of a conflict or inconsistency between the negotiated terms of this Contract and any provision incorporated by reference into the Contract (e.g., a section of a License Agreement), the negotiated terms of this Contract will take precedence. For purposes of this section, a "conflict" exists with respect to a subject that has been comprehensively addressed in the Contract when supplementary terms

contained in a provision incorporated by reference would alter the rights and obligations of the Parties set forth in the Contract.

Y. Counterparts and Electronic Signatures

This Contract may be executed in multiple counterparts, each of which, when assembled to include an original signature for each of Supplier and VITA, will constitute a complete and fully executed original. All fully executed original counterparts will collectively constitute a single agreement. Signatures transmitted by fax or electronic mail (in portable data format ("PDF")) are also permitted as binding signatures to this Contract.

Z. Opportunity to Review

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

[SIGNATURE PAGE(S) TO FOLLOW]

Signed by the undersigned authorized representatives of VITA and Supplier and effective as of the Effective Date set forth in the preamble of this Contract above.

Supplier:
Thundercat Technology, LLC

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name: Jean Kim
(Print)

Name: ROBERT OSMOND
(Print)

Title: Contracts

Title: CIO

Date: 09/11/2025

Date: 9/12/25

Address for Notice:

Address for Notice:

ThunderCat Technology, LLC
11190 Sunrise Valley Drive
Suite 200
Reston, VA 20191
Attention: Supplier Contact

Virginia Information Technologies Agency
7325 Beaufont Springs Drive
Richmond, VA 23225

In the case of electronic delivery to VITA:
scminfo@vita.virginia.gov

Attention: Supplier Contact

Attention: Contract Administrator

Acknowledged by Socure Inc.
Socure Inc. acknowledges that this Contract is executed by Supplier and VITA. Socure Inc. agrees to be bound by a separate agreement to be executed by and between Socure Inc. and Supplier wherein certain terms and conditions of this Contract may be flowed down from Supplier to Socure Inc.
Socure Inc. is not bound by this Contract executed between Supplier and VITA.

By: [Signature]
F2E8D93A7B0E45D

Name: Johnny Ayers

Title: CEO

Date: 9/11/2025

Attention: Supplier Contact

