



Information Technology Research Subscription Services Contract

between

The Virginia Information Technologies Agency

an agency of

The Commonwealth of Virginia

and

Forrester Research, Inc.

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

**INFORMATION TECHNOLOGY RESEARCH SUBSCRIPTION SERVICES CONTRACT
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INFORMATION TECHNOLOGY RESEARCH SUBSCRIPTION SERVICES CONTRACT

THIS INFORMATION TECHNOLOGY CONTRACT (“**Contract**”) is entered into by and between the Virginia Information Technologies Agency (“**VITA**”), an agency of the Commonwealth of Virginia (“**Commonwealth**”) pursuant to § 2.2-2012 of the *Code of Virginia* and Forrester Research, Inc. (“**Supplier**”), a Delaware corporation headquartered at 60 Acorn Park Dr., Cambridge, MA 02140, to be effective as of November 12, 2025 (“**Effective Date**”).

1. PURPOSE AND SCOPE

VITA, on behalf of the Commonwealth, is engaging Supplier to provide Information Technology (IT) Research Subscription Services (the “**Services**”). This Contract sets forth the terms and conditions under which Supplier shall provide Services on a fixed-price, subscription-based model. Supplier shall provide access to the newest research and information repositories, technologies, and techniques through an online portal. The scope also encompasses analyst services to provide high quality analysis and comprehensive insights into Supplier’s IT-related online repositories of market research, information, and reports. Supplier shall provide these services to all Authorized Users, as defined below.

This Contract allows for joint and cooperative procurement use, in accordance with Virginia Code §§ 2.2-2012 and 2.2-4304. Such use by other public bodies is not limited to Virginia and shall include other 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, or any other entity authorized by applicable law or policy to purchase the goods or services authorized in the contract, provided the using entity executes a participating addendum with Supplier. VITA’s approval is not required for cooperative use, but the using entity and Supplier shall ensure that VITA is aware of such use by providing a copy of the executed participating addendum to VITA. Notwithstanding the preceding sentence, Virginia entities may use this Contract without executing a participating addendum if such use does not require custom terms and the entities are authorized by Virginia Code § 2.2-2012 to purchase from contracts established by VITA.

VITA contracts are mandatory for use by executive branch agencies. VITA contracts are optional use by all other Authorized Users. This Contract is non-exclusive, and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, Services provided by Supplier.

Supplier agrees that all authorized entities may purchase the products and services furnished pursuant to this Contract, in accordance with the provisions of this section. Supplier shall include all cooperative purchasing/use in reporting pursuant to section 11 of this Contract.

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.

A. Acceptance

Successful performance of the Services at the designated location or completed Acceptance testing in conformance with the requirements as determined by the Authorized User and set forth in the applicable order.

B. 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://civc.org/colleges/>.

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 and have notified VITA of such intent to participate in this Contract.

C. 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**".

D. Code

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

E. Commonwealth

The Commonwealth of Virginia.

F. Commonwealth Indemnified Parties

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

G. 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.

H. Confidential Information

Non-public proprietary or trade secret information of VITA, Supplier, or an Authorized User disclosed or learned in connection with the Services, 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. 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 that is disclosed or learned in connection with the Services.

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

- v. 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;
- vi. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- vii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- viii. 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.

I. Contract

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

J. 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.

- K. Deliverable**
Software, 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, Software, System Software, Supplier Product, or Updates, including the development or creation of Work Product.
- L. 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, Software, Solution, Product, Service, Licensed Services or Deliverable, including any and all components, and to implement and develop self-sufficiency with regard to the Application, Software, 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 issued pursuant to this Contract.
- M. Effective Date**
The date this Contract goes into full force and effect as set forth in the preamble of this Contract above.
- N. eVA**
Virginia's electronic procurement system used by state agencies, universities, and local governments for buying and selling goods and services.
- O. Industrial Funding Adjustment (“IFA”)**
The fee paid by Supplier to VITA to compensate VITA for the cost of procuring and managing the Contract.
- P. Party**
Supplier, VITA, or any Authorized User.
- Q. Receipt**
An Authorized User has physically received or has unfettered access to any Deliverable at the correct “ship-to” location.
- R. Requirements**
The functional, performance, operational, compatibility, Acceptance testing criteria, and other parameters and characteristics of the Product, Software, 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, and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.
- S. Services**
The IT Research Subscription Services provided by Supplier to an Authorized User pursuant to this Contract. including any work performed or service provided by Supplier – including the design and development of software and modifications, software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision of service – in meeting the Requirements, as set forth in Exhibit A, and fulfilling Supplier's obligations under the Contract or, as applicable, under any order 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.
- T. 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.
- U. 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.

V. Supplier Personnel

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

W. 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/>, or any successor URL(s).

X. SWaM

Any entity certified by the Commonwealth's Department of Small Business and Supplier Diversity as a small women-owned, small minority-owned, or small 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).

Y. 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.

Z. 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.

AA. Total Sales

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

BB. Update

Any update, modification, or new release of the Software, 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.

CC. 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.

DD. 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 any successor URL(s)).

EE. 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 up to two (2) years ("Initial Term"). VITA, in its sole discretion, may renew this Contract for up to two (2) additional two (2) 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 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 will

remain in full force and effect until all of Supplier's obligations pursuant to such order have met the final Acceptance criteria of the applicable Authorized User.

B. Transition of Services

At the request of VITA or any Authorized User prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance as VITA or the Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, to any other supplier with whom VITA or 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 up to twelve (12) 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 Supplier's then current Exhibit B pricing. 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. Further, any Transition Period will not affect VITA's or any Authorized User's rights in regard to any purchased Software perpetual licenses which are paid in full.

C. Continuity of Services

In the event that the Initial Term and all Renewal Terms of this Contract expire prior to the award for a successor contract for similar goods or services, the Commonwealth may, with the written consent of the Supplier, extend this Contract for such a period necessary to afford the Commonwealth a continuous supply of the identified goods and/or services until completion of a procurement to succeed this Contract. If there is a conflict between this term and other terms within this Contract, this term shall prevail.

D. 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, 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 outstanding at the termination date.

E. 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 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 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 issued pursuant to this Contract, in whole or in part. If an Authorized User deems the Supplier to be in breach of an order, 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, 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.

F. 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, in whole or in part, or an Authorized User may terminate an order, 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.

G. Effect of Termination

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

H. Termination by Supplier

In no event shall termination of this Contract by Supplier be considered, nor shall Supplier terminate or suspend Services to any 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.

I. 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.

J. Transition Out Plan

Upon request, Supplier will develop and distribute to the applicable Authorized User a Transition Out Plan.

K. 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.

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 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 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. 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.

C. Subcontractors

Supplier shall not use Subcontractors to perform its contractual obligations or any order issued pursuant to the Contract unless specifically authorized in writing to do so by the Authorized User. If an order 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 Nonprocurement 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

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. 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.

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 the Product manufacturer's 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.

C. 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, at the time of delivery to the Authorized User. Supplier has used the best available means to scan any media provided to the Authorized User. Supplier warrants that the Deliverables, as obligated and provided by Supplier under the order, 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.

D. 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.

E. 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. 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 terms of the "Licensing Within the Commonwealth" section of this Contract below and this section.

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 or an order 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 that includes Deliverables that is custom software 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 issued pursuant to this Contract, is and will remain the sole property of the Authorized User, regardless of whether it is 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 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 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 or independently developed materials, data, information or rights ("**Supplier pre-existing works**") are embodied or reflected in the Work Product, Supplier grants to the Commonwealth or the Authorized User the irrevocable (except for breach), non-transferable, perpetual, non-exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof, subject to any of the same conditions around external usage that are applicable in the order or Exhibit for the associated Work Product. Supplier will retain all ownership rights in any pre-existing works.

For the Services that include a subscriptions to Supplier's pre-existing works, Supplier grants to the Authorized User a license for the number of licensed users specified in the order to access such pre-existing works ("**User Licenses**") during the term of such order, subject to the terms and conditions of this Contract. Each User License enables access to the licensed pre-existing works by an Authorized User employee, or a consultant or independent contractor of the Authorized User (for use solely in connection with the provision of services to the Authorized User), who has registered for an account with Supplier. A User License is required for each Authorized User employee, consultant or contractor that has access to the pre-existing works. A licensed user may not share his or her account log-in information with any other individual or entity. Each User License entitles the licensed user to: (a) download or print a copy of the pre-existing works for such licensed user's individual use; and (b) make a copy of a single scorecard, ranking, product comparison, spreadsheet, table, or other graphic within a pre-existing work, and/or a portion of text less than a paragraph long, for such licensed user's internal presentation purposes only, provided Supplier's copyright and other proprietary notices are affixed thereto. Except as explicitly permitted herein or in the applicable order, the Authorized User shall not sell, lease, transfer, sublicense, or otherwise make available or permit access to the pre-existing works, or any portion thereof, to any third party or any non-licensed employee, consultant or contractor and shall not copy the pre-existing works in whole or in part. The Authorized User shall not upload, distribute or share any pre-existing works with any artificial intelligence tools, machine learning programs, content aggregators or file sharing systems or other sites or tools that are accessible to non-licensed users. Authorized Users shall be fully responsible for any of its employees', consultants' or contractors' use of the pre-existing works in accordance with this Contract. Supplier pre-existing works are the property of Supplier and are protected by copyright and other intellectual property laws. All of the Authorized Users' rights to use any Supplier pre-existing works are expressly stated herein; there are no implied rights, and Supplier reserves all rights not expressly granted to the Authorized Users.

D. Return of Materials

Upon termination of this Contract or in the event Authorized User terminates any order 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.

8. SERVICES

A. Nature of Services and Engagement

This Contract is optional use and non-exclusive, all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, Services provided by Supplier.

VITA, in its sole discretion, may cancel any order resulting in a commitment of any individual Supplier Personnel for more than 1,000 hours of work during any six (6) month period or of any such individual Supplier Personnel for more than eight (8) months in any twelve (12) month period. Any order cancelled by VITA will no longer be binding on either Party, and all obligations with respect to the cancelled order shall expire.

B. IT Research Subscription Services

In meeting the Requirements of this Contract, Supplier shall provide the newest research and information repositories, technologies, and techniques available to Authorized Users. Supplier's Services may also include analyst services to provide high quality analysis and comprehensive insights into Supplier's IT-related online repositories of market research, information, and reports, as mutually agreed to by Supplier and the applicable Authorized User. The complete listing of all available IT Research Subscription Services offered by Supplier is fully set out in Exhibit B to this Contract.

9. ACCEPTANCE AND CURE PERIOD

A. Services Acceptance Criteria

Service(s) will be accepted when the Authorized User has been granted access to the Service(s).

B. Services Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the non-conforming Service for re-testing within seven (7) calendar days of Supplier's receipt of written notice of non-conformance, unless otherwise agreed to between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion:

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

Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a breach by Supplier. In the event of such breach, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Services to be provided by Supplier.

10. 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 for Services provided to that Authorized User pursuant to Exhibit B Pricing attached to this Contract. Supplier will only be entitled to those fees and charges owed pursuant to Exhibit B Pricing. The fees, and any associated discounts, will be applicable throughout the Contract Term unless modified pursuant to the terms and conditions below.

Supplier shall keep track of the number of research subscription seats (licenses) sold and apply the applicable volume license discount to the subsequent sales.

Supplier shall not offer to provide or sell, or provide or sell, to the Commonwealth or other Authorized Users additional "time and materials" hours of analyst services under this Contract beyond what the IT Research Subscription Service offering included.

B. Price Increases and Changes to IT Research Subscription Service Offerings

No more than once each calendar year, Supplier and VITA will work in good faith on any fair and reasonable changes to Exhibit B Pricing. Supplier agrees to offer price reductions and to request price increases in compliance with Section 15 "Competitive Pricing" of this Contract.

C. 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.

D. 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, Product, 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. Supplier shall provide quotes to Authorized Users that are correct, without discrepancies or inaccuracies, and priced in accordance with Exhibit B Pricing. 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 or unwilling to meet the requirements of the RFQ, Supplier shall notify the Authorized User in writing of its inability or unwillingness 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.

E. Ordering

Supplier shall not accept any order from an Authorized User if the order is to be funded, in whole or in part, by federal funds and if, at the time the order 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 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 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 may contain additional terms and conditions. In the event that the terms and conditions of an order 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 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. Invoice Procedures

Supplier shall provide invoices to Authorized Users that are correct, without discrepancies or inaccuracies, and priced in accordance with Exhibit B Pricing. Supplier will invoice Authorized Users in advance for all services at the time an order is placed through 10F. Ordering. 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. Payment for any support services, as authorized in the Contract and the Authorized User’s applicable order, will be annually in advance unless otherwise stated in this Contract, or in any order referencing this Contract. No invoice may include any costs other than those identified in the signed order, and those costs must be in accordance with the schedule of fees listed on Exhibit B. Supplier shall invoice all IT Research Subscription Services in accordance with Exhibit B unless and until a new price is agreed to by VITA, as evidenced by a written contract modification executed by VITA and Supplier.

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 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 both
- v. This Contract number and the applicable order number 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.

G. Payment Terms

Supplier shall accept payment of invoices by check, credit card, ACH, or other electronic means.

Supplier shall accept a standard Net 30 payment term, i.e., undisputed Supplier invoices will be due and payable in full within 30 days from the date of the invoice.

Supplier shall calculate the payment date using the later of (i) the start date of the subscription service or (ii) the date the correct invoice is received by the Accounts Payable department of the Authorized User.

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 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.

H. eVA Fees

Supplier shall not recoup or attempt to recoup any eVA fees by invoicing or billing VITA or any Authorized User in the Commonwealth.

I. eVA Pricing

Supplier shall not change, modify, revise, edit, add, or delete any IT Research Subscription Service offering or price in its punch-out catalogue or line-item load in eVA without VITA's consent, as evidenced by a written contract modification executed by VITA and Supplier.

J. 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. 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.

K. 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 reasonable satisfaction) within two (2) billing cycles (60 calendar days) following Authorized User's written notification. If the dispute remains after such explanation or credit, the matter may be resolved through the dispute process set forth below. 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 Supplier fails to take action to resolve an outstanding disputed amount within 120 calendar days, Authorized User will not be obligated to pay such disputed amounts. If a disputed charge is reversed, Supplier shall reverse all associated surcharges, regulatory charges and taxes.

11. 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/>, 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/>

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/>

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.

12. 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 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.

13. 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.

14. 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 Authorized User trainers per order. 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. 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.

15. COMPETITIVE PRICING

Supplier shall offer pricing, terms, warranties, and benefits equal to or lower than those offered to U.S. state or local government customers, or U.S. federal government customers, excluding any pricing extended through customized, non-standard agreements, for the line items identified in Exhibit B. Pricing.

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 terms and conditions of this Contract and must be formally added to this Contract in Exhibit B Pricing via a contract modification before they can be purchased.

16. 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 bound by non-disclosure agreements with the Authorized User. 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.

Supplier shall have internal governance policies in place that require any research requests, data, or other information provided to Supplier by the Commonwealth or other Authorized Users in connection with the Services to be kept confidential and not shared, accessed, or sold to third parties.

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 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.

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

Supplier shall execute a non-disclosure agreement with the Commonwealth regarding the performance of Services pursuant to this Contract. Such non-disclosure will extend and cover all Supplier Personnel performing Services pursuant to this Contract. Any violation of the non-disclosure agreement will be deemed a breach of this Contract and may result in termination of the Contract or any order issued hereunder.

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.

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

17. 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, Product, 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.

18. LIABILITY

A. Supplier 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 other general liability will not exceed, in aggregate, twice the value of the Contract. For purposes of this Contract, "value of the Contract" means the cumulative obligations under this Contract, including any orders or Change Orders thereto.

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.

The Commonwealth recognizes the uncertainties inherent in any analysis or information that may be provided as part of the Services, Work Product and pre-existing works, and acknowledges that the Services, Work Product and pre-existing are not substitutes for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Supplier shall not be liable for any actions or decisions that Commonwealth may take based on the pre-existing works, Work Product or Services or any information or data contained therein. The Commonwealth understands that it assumes the entire risk with respect to the use of the pre-existing, Work Product and Services. In no event will any Party be liable for any consequential, indirect, special, or incidental damages such as damages for lost profits, business failure or loss, arising out of this Contract, whether or not such Party has been advised of the possibility of such damages.

19. 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:

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

Throughout the Contract Term, Supplier shall provide evidence of insurance upon request by VITA.

20. SECURITY COMPLIANCE

Supplier shall comply with all provisions of the then-current Commonwealth security policies, standards, and guidelines published by VITA and which may be found at: <https://www.vita.virginia.gov/policy--governance/governance/policies-standards--guidelines/>, or any successor URL(s), as are pertinent to Supplier's operation. 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 48 hours of discovery of any "breach of the security of the system", as defined in Code § 18.2-186.6 that results in unauthorized access to 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 the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure to the extent it applies specifically to VITA or Authorized Users.

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 third-party 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.

21. 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. An order will specify if such data is involved and that this requirement applies so that Supplier may staff the engagement appropriately.

22. THIRD PARTY TERMS AND CONDITIONS

In the event that Supplier performance obligations under the Contract, or any order 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 - 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.

23. 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, 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. 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.

24. COOPERATIVE CONTRACT MARKETING

When Supplier markets its IT Research Subscription Services to public bodies in the Commonwealth, Supplier shall not promote, distribute through marketing materials, or encourage use of any competing contracts covering the same services as this Contract (e.g., other federal or state government contracts, other joint and cooperative procurement contracts, etc.).

25. SUPPLIER SPONSORED PROMOTIONS

With VITA's approval, Supplier, at its discretion, may sponsor Product and/or Service promotions during the Contract Term or any Extension Period. At least five (5) days prior to the promotion, Supplier shall provide in writing to VITA the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products and/or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. At its sole discretion, VITA may confirm acceptance of Supplier's promotion in writing.

Supplier shall make all sponsored Product or Service promotions available to all Authorized Users and shall not target any one Authorized User.

VITA and Authorized Users may, at their sole discretion, assist in advertising Supplier's approved promotion.

26. SUPPLIER INDEPENDENCE

Supplier shall not accept financial payment or remuneration in any form or format for endorsing or recommending products and services from any company or companies.

27. 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 regarding its employees and contractors 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 such 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://cicv.org/colleges/>.

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:

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

Supplier agrees that non-compliance with the above-referenced Mandatory Contract Terms—may be deemed, solely by VITA, as a material breach of the applicable Order of the Contract..

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.. 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, Rights To Work Product, Warranty, , Confidentiality, , Liability, Indemnification, Transition of 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 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 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, or orders, will be in United States dollars.

Q. 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.

R. 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 to the address shown on the signature page, with a copy also emailed to scminfo@vita.virginia.gov and LegalNotices@vita.virginia.gov
- ii To Supplier, if Supplier is incorporated or formed pursuant to the laws of the Commonwealth, to the address shown on the signature page.
- iii. 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.

S. Debarment Status

Supplier shall notify VITA within five (5) business days if it is debarred by the Commonwealth of Virginia or United States Federal Government at any time during the term of this contract.

T. Certificate of Insurance

Supplier shall provide its Certificate of Insurance within thirty (30) calendar days after the annual renewal date of Supplier's required insurance coverage throughout the term of the contract

U. 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 25% of the employee's annual salary in effect at the time of termination. For clarification, an employee with a User License to pre-existing works is not considered someone who has "substantially worked on a project" subject to this clause.

V. 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.

W. 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.

X. 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

Attachment A – IT Research Topics

Exhibit B – Pricing

Exhibit C – RESERVED

Exhibit D – RESERVED

Exhibit E – RESERVED

Exhibit F – RESERVED

Exhibit G – Certification Regarding Lobbying

Exhibit H – Supplier Procurement and Subcontracting Plan

Exhibit I – Service Level Agreements (SLAs)

Exhibit J – RESERVED

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 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 will be of no force and effect.

Y. Order of Precedence

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit B, Exhibit I, 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.

Z. 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.

AA. 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.

Forrester Research, Inc.

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

Chris Finn

Robert Osmond

By: _____
(Signature)

By: _____
(Signature)

Name: Chris Finn
(Print)

Name: Robert Osmond
(Print)

Title: Chief Financial Officer

Title: Chief Information Officer for the
Commonwealth of Virginia

Date: 11/6/2025 12:28:08 PM

Date: 11/11/2025 7:22:40 AM

Address for Notice:

Address for Notice:

60 Acorn Park Dr.

7325 Beaufont Springs Drive

Cambridge, MA 02140

Richmond, VA 23225

Attention: Legal Department

Attention: Contract Administrator
