

**MODIFICATION NO. 2**  
**TO**  
**CONTRACT NUMBER VA-210625-CAI**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**COMPUTER AID INC.**

This Modification No. 2 ("**Modification #2**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and Computer Aid Inc. ("**Supplier**"), to modify and amend Contract No. VA-210625-CAI ("**Contract**"). This Modification #2 and any attachments thereto is, upon execution by VITA and Supplier, incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification #2 have the meaning as provided (i) where each term is used in the Modification #2 or (ii) as defined in the Contract.

The purpose of this Modification #2 is to document the agreement of VITA and Supplier to modify the Contract as follows:

1. Supplier and VITA agree that the following language in Section 4.C, "Subcontractors", of the Contract is deleted in its entirety:

If an Order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier may not subcontract to any Subcontractor that is a party excluded from Federal Procurement and 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.

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 warranties set forth in this Contract.

Supplier shall be responsible for payment of its Subcontractors. Supplier shall ensure that all Subcontractor personnel performing ITCL Services under this Contract will have a W-2 or 1099 relationship to the Subcontractor, or be no more than one relationship layer removed from the Subcontractor. For Subcontractors providing IT Staff Augmentation resources pursuant to this Contract, Supplier shall ensure that all IT Staff Augmentation resources will have a W-2 relationship to the Subcontractor.

2. Supplier and VITA agree that the following language in replaces the above-deleted language in Section 4.C, "Subcontractors", in its entirety:

If an Order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier may not subcontract to any Subcontractor that is a party excluded from Federal Procurement and 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.

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 warranties set forth in this Contract.

Supplier shall be responsible for payment of its Subcontractors. Supplier shall ensure that all Subcontractor personnel performing ITCL Services under this Contract will have a W-2 or 1099 relationship to the Subcontractor, or be no more than one relationship layer removed from the Subcontractor.

3. Supplier and VITA agree that the following language in Section 21.A, "Supplier Liability", of the Contract is deleted in its entirety:

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

Except for liability arising from any combination of:

- 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;

Supplier's indemnification obligations and liability shall not exceed, in aggregate, twice the value of the Contract.

4. Supplier and VITA agree that the following language replaces the above-deleted language in Section 21.A, "Supplier Liability", in its entirety:

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

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

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

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

Supplier's indemnification obligations and liability shall not exceed, in aggregate, twice the annual value of the Contract.

These limitations will apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

5. Supplier and VITA agree that the following language in Section 22, "INSURANCE", of the Contract is deleted in its entirety:

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 \$2,000,000 per occurrence.
- ii. Cyber Security Liability insurance coverage in the amount of \$5,000,000 per occurrence.

6. Supplier and VITA agree that the following language replaces the above-deleted language in Section 22, "INSURANCE", in its entirety:

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 \$2,000,000 per occurrence.
- ii. Cyber Security Liability insurance coverage in the amount of \$1,000,000 per occurrence.

The changes set forth in this Modification are effective immediately.

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

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.**

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

COMPUTER AID INC.

VITA, on behalf of the  
COMMONWEALTH OF VIRGINIA

BY: David A Hunter

BY: Michael A. Novak

NAME: David A Hunter

NAME: Michael A. Novak

TITLE: EVP

TITLE: Strategic Sourcing Consultant

DATE: 09/30/2021

DATE: 10/01/2021