

MODIFICATION NO. 3
TO
CONTRACT NUMBER VA-210625-CAI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
COMPUTER AID INC.

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

Capitalized terms used in this Modification #3 have the meaning as provided (i) where each term is used in the Modification #3 or (ii) as defined in the Contract.

The purpose of this Modification #3 is to document the agreement of VITA and Supplier to modify the Contract as follows:

1. In Modification No. 2 to the Contract dated October 1, 2021 between Supplier and VITA ("**Modification #2**"), Supplier and VITA agreed that the language below would replace Section 21.A, "Supplier Liability", of the Contract in its entirety. Supplier and VITA now agree that the following language that was made part of the Contract by Modification #2 as Section 21.A, "Supplier Liability" 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.

In instances where liability arises solely from a breach in the performance of specific Order or SOW, Supplier's indemnification obligations and liability shall 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.

2. Supplier and VITA agree that the following language replaces the above-deleted language in Section 21.A, "Supplier Liability", of the Contract 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 shall not exceed twice the value of the applicable Order or SOW giving rise to such liability. This limitation will apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

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.

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

Except for liability arising out of a Party's negligence or willful misconduct, neither Party will be liable to the other Party for any indirect, incidental, consequential, or punitive damages, including (without limitation) loss of profit, income, or savings, even if advised of the possibility of these damages.

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

Neither Party will be liable to the other Party for any indirect, incidental, consequential, or punitive damages, including (without limitation) loss of profit, income, or savings, even if advised of the possibility of these damages.

The changes set forth in this Modification #3 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

David Abraham Hunter

BY: _____

Michael A. Novak

BY: _____

David Abraham Hunter

NAME: _____

NAME: Michael A. Novak

EVP

TITLE: _____

TITLE: Strategic Sourcing Consultant

11/30/21

DATE: _____

11/30/2021

DATE: _____