



**STATE OF ALABAMA
SUPPLIER AGREEMENT for
STATEMENT OF WORK SERVICES CONTRACT
Version 1**

THIS AGREEMENT ("Agreement"), made on _____ ("Effective Date"), by and between COMPUTER AID, INC., with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 ("Contractor") and _____, with offices at _____ ("Supplier").

Each of Supplier and Contractor may be referred to herein individually as a "Party" and both Supplier and Contractor may be referred to herein jointly as the "Parties."

WITNESSETH

WHEREAS, the Contractor has entered into a contract with the State of Alabama (the "Customer") to provide milestone and fixed-price deliverable based project services through Participating Addendum #22PSX0086PA-AL to NASPO ValuePoint Master Agreement #22PSX0086AA ("Contract") and has hereby incorporated into this Supplier Agreement (contracts can be viewed at <https://www.naspovaluepoint.org/portfolio/it-managed-service-providers-2023-2029/computer-aid-inc>); and

WHEREAS the Contractor wishes to hire the Supplier to perform certain information technology fixed price project services on an as-needed basis relating to the Contractor's aforementioned contract with the Customer. Supplier agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the Information Technology industry, in the performance of the services called for hereunder; and

WHEREAS both the Contractor and the Supplier desire to set forth in writing the terms and conditions of their agreement, including their respective rights as to the Program Materials which is defined as software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto;

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Information Technology Services

On the terms and conditions set forth herein, Contractor hereby engages Supplier to perform information technology services on a milestone and fixed-price deliverable basis for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Supplier hereby accepts such engagement. Supplier agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the IT industry, in the performance of the services called for hereunder. Upon selection by Contractor, in its sole discretion, for any one or more Statements of Work (SOW), Contractor shall provide Supplier with the required information for each requisition in accordance with the procedures set forth in Exhibit A – Fixed-Price Services Requisitioning Process, summarized below.

Fixed Price, Project Services – Requisitions will include the following information:

- (i) description of the scope of services to be provided;
- (ii) description of the team performing the work;
- (iii) description of the Solution which meets the requirements set forth by the Customer;
- (iv) description of each deliverable and deliverable acceptance criteria for each fixed price deliverable; delivery schedule and the fixed price deliverable payment amounts.

2. Term of Agreement



The Term of this Agreement shall be one (1) year. This Agreement will renew automatically for a period of one (1) year at the end of each Term. Following the first year Term, either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for any reason, however, any termination by Supplier shall require Supplier to end any requisition active as of the termination date.

- (i) Notwithstanding any termination of this Agreement, any provisions that create a right of action by one Party against the other will survive the termination of this Agreement.

3. **Compliance**

The Parties acknowledge that the business relationship is between two independent contractors and is not an employer-employee or joint venture relationship. The Supplier warrants and represents that it is a legal entity and that it will continue to act as an independent entity notwithstanding any degree of direction or control exerted over its activities by the Contractor. Accordingly, the Supplier shall pay and report, as applicable, local, state and federal income tax withholdings, social security taxes, worker's compensation, unemployment taxes and such other taxes as may be required with respect to payments received by the Supplier for the Services provided by it pursuant to this Agreement or with respect to payments by Supplier to its associates.

Further, the Supplier agrees to indemnify, defend and hold harmless the Contractor from any suit, claim, demand, loss, expense or damage, including reasonable attorney's fees, which may arise pursuant to a claim involving the Supplier or by an employee or agent of the Supplier or of the Supplier's subcontractor or its employee or agent which asserts or is brought under a theory of an employer-employee relationship between the employee or subcontractor and the Contractor or Customer such as, but not limited to, a claim for worker's compensation benefits, co-employment claims, unemployment insurance, withholding taxes or payroll taxes. Supplier shall pay its employees or agents in a timely manner and any failure to do so shall be a breach of this Agreement.

3.1 **Minimum Insurance Requirements**

A. **INSURANCE REQUIREMENTS**

Supplier shall purchase and maintain the following insurance coverages:

Type of Insurance	Limit	Endorsement See paragraphs below table for full requirements
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Additional Insured Waiver of Subrogation
Worker's Compensation and Employer's Liability	\$1,000,000 per accident for bodily injury by accident, \$1,000,000 policy limit by disease \$1,000,000 per employee for bodily injury by disease	Waiver of Subrogation
Commercial Auto Liability	\$1,000,000 combined single limit	Additional Insured
Professional Liability / Errors and Omissions	\$5,000,000 per occurrence	Additional Insured
Crime Liability	\$3,000,000 per occurrence	Including 3 rd Party Coverage
Cyber / Network Privacy Liability	\$3,000,000 per occurrence	Additional Insured

- (a) **Commercial General Liability** Insurance written on an occurrence from including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury, and contractual liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall include Customer, CAI, subsidiaries, directors, officers and employees as additional insured with respect to liability arising from Supplier's provision of services pursuant to this agreement on a



primary/non-contributory basis including ongoing and completed operations. Waiver of subrogation must be included.

- (b) **Workers' Compensation & Employer's Liability** covering all Supplier employees in accordance with applicable Statutory, federal or other legal requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident for bodily injury by accident, \$1,000,000 policy limit by disease and \$1,000,000 per employee for bodily injury by disease, or as may be legally required, whichever is greater. Waiver of subrogation must be included.
- (c) **Commercial Automobile Liability** providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than \$1,000,000 per occurrence Combined Single Limit (CSL) for bodily injury and property damage. The policy shall include Customer, CAI, subsidiaries, directors, officers and employees as Additional Insured for liability arising from services pursuant to this Agreement.
- (d) **Professional Liability/Errors and Omissions** coverage as applicable of not less than \$5,000,000 per claim and aggregate. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with this Agreement shall be maintained for a period of at least five (5) years after the expiration or termination of this Agreement. The policy shall include Customer, Contractor, and CAI subsidiaries, directors, officers and employees as Additional Insureds for liability arising from services pursuant to this Agreement.
- (e) **Crime coverage** to include employee theft and third-party coverage of not less than \$3,000,000 per loss and in aggregate. Such policy must include coverage for loss of money securities or other property owned by CAI or third-party Client as applicable and in Suppliers care, custody or control through any fraudulent or dishonest act committed by any Supplier employee or subcontractor, whether acting alone or in collusion with others. Policy must include coverage for theft of Client's property while on Client premises
- (f) **Privacy & Security (Cyber) Liability** with a \$3,000,000/ \$3,000,000 Limit per occurrence and in the aggregate to include third party coverage. Such policies shall cover the Company, its agents, subcontractor, or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils: unauthorized use/access of a computer system, defense of any regulatory action involving a breach of privacy, failure to protect confidential information (personal and commercial information) from disclosure, and incident notification costs, whether or not required by statute.

A thirty (30) day advance notice of cancellation shall be provided to CAI and Customer.

CAI shall be listed as the Certificate Holder reflecting the following details:

Computer Aid, Inc.
Attn: Insurance Department
1390 Ridgeview Drive
Allentown, PA 18104

Supplier shall provide complete policies or specific coverage forms or endorsements upon request by CAI or Customer.

The Supplier expressly agrees that failure to comply and maintain compliance with all insurance requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract.

The Supplier is prohibited from performing any work if Supplier has allowed any of the required insurance policies to lapse. These insurance requirements shall not in any way limit Supplier's indemnity obligations to CAI as set forth elsewhere in this Agreement, nor shall they relieve or decrease the liability of Supplier in any way. CAI does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Supplier's interests or liabilities. The Supplier is responsible at Supplier's sole expense for providing any additional insurance Supplier deems necessary to protect Supplier's interests.

3.2 Non-Discrimination and Equal Employment Opportunity Policy

It is the policy of Contractor not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or because he or she is a protected veteran. It is also the policy of Contractor to take affirmative action to employ and to advance in employment, all persons regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or protected veteran status, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff,



recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees and applicants of Contractor will not be subject to harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or because he or she is a protected veteran. Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law is prohibited.

Supplier agrees to adhere to non-discrimination policy equivalent to or exceeding that listed above.

3.3 Required Training

Supplier agrees to complete Contractor or client required training, assessments, signoffs, etc. prior to beginning assignment and annual as required. This requirement is to be completed at no cost to Contractor or client.

3.4 Background Checks

The Customer reserves the right, in its absolute discretion, to require each Supplier resource assigned under the Contract to successfully complete certain background checks deemed necessary by the Customer and identified within the VMS and/or project requirements document. Required background checks shall be performed and maintained and remain current as per the requisition at no cost to Customer or Contractor. The Supplier will upload the background check results via VMS prior to work assignment start. The Supplier is responsible for the costs of all required Background Checks deemed necessary by the Customer unless otherwise noted on the requirement in the VMS.

3.5 E-Verify Utilization

Supplier is required to enroll in and utilize the E-Verify system to ensure its Contingent Staff are eligible to work within the United States. All staff assigned to the awarded project must successfully clear E-Verify and results must be made available via upload into the VMS upon request. Supplier shall be responsible for all costs resulting from utilization of E-Verify.

3.6 Requirement to Read, Write, Speak, and Comprehend the English Language

Unless otherwise requested, all Contingent Staff must be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description. If the Supplier provides Contingent Staff that are unable to read, write, speak, and comprehend the English language, in the Customer's sole discretion, the Supplier will refund any fees and wages incurred.

3.7 Use of VMS

Supplier agrees to exclusively use the provided Vendor Management System (VMS) when responding to requisitions and accurately enter all requested data and attachments. Supplier understands that failure to comply with VMS use requirements will be considered a breach of this agreement and may result in disciplinary action, termination of the engagement, and/or termination of this Agreement.

3.8 Additional Onboarding Requirements

Certain projects awarded through the Contract may require additional onboarding items and compliance with position-specific policies, such as a copy of professional license(s). These additional onboarding items shall be maintained and remain current as per the requisition at no cost to Customer or Contractor. These items shall be noted within the VMS. Supplier shall ensure that its resources performing for assignment will comply with all additional onboarding items and position-specific policies. Failure to meet additional onboarding requirements when requested will be considered a breach of this agreement. The Supplier is responsible for the costs of all additional onboarding requirements deemed necessary by the Customer unless otherwise noted on the requirement in the VMS.

3.9 Reporting of Criminal Matters

Supplier is required to report to Contractor any criminal matter to which it has been made aware in which the Staff assigned to Customer has been involved. Criminal matters requiring reporting include an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld and regardless of whether the criminal matter occurred within or outside the workplace. Supplier is required to report criminal matters to the Contractor Account Manager, of which it has knowledge, no later than one (1) Business Day after the occurrence of the event (if on Supplier premises) or of Supplier's receiving knowledge of the event. The Contractor shall notify the Customer no later than one (1) Business Day after the reporting by Supplier of any criminal matter.

3.10 Contract Documentation

Supplier must maintain required contract documentation, as outlined in the Contract's posted "Criteria for Participation," throughout the term of this Agreement. Additionally, Supplier must monitor the status of any and all optional contract documentation, such as Disadvantaged Business certifications, and immediately inform Contractor upon expiration of this documentation. Should contract documentation expire and, Supplier fails to provide updated documentation, or Supplier fails to inform Contractor of the expiration of this documentation, Contractor reserves the right to terminate this Agreement and remove Supplier from the Contract.



vendor network.

4. Compensation

4.1 Fixed Price Statement of Work (SOW) Services:

Contractor agrees to pay Supplier the fixed price deliverable rates set forth in the selected SOW less the MSP fee of 1.7% and the Alabama administrative fee of 2% for a total contract fee of 3.7% for all deliverables approved by the Customer within the VMS. The pricing of the deliverables in the Supplier's SOW must include these fees. Supplier must submit invoices for milestones or deliverables within the VMS for Customer approval once completed. The milestone or deliverable will not be considered valid until the invoice has been approved by the Customer within the VMS.

4.2 Payment Terms and Audit Requirements:

Fixed Price Statement of Work (SOW) Services: Payment terms are seven days from the receipt of payment from Customer, and receipt of valid invoice for Customer approved milestones or fixed price deliverables, whichever comes later. Contractor shall use its best efforts to invoice the Customer within seven (7) days from the receipt of a valid invoice from the Supplier. The Contractor will use commercially reasonable methods to enforce payment from the Customer.

All services provided by the Supplier under this Agreement must be performed to the Customer's reasonable satisfaction, as determined at the discretion of the Customer representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. Customer shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state, or local statute, ordinance, rule, or regulation

Supplier shall maintain its payroll time records, expenses and work reports in accordance with Contractor's requirements for a period of four (4) years. Contractor or Customer may audit timekeeping, expense records and work reports during the term of this Agreement and for four (4) years thereafter.

Supplier and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for four (4) years from the date of final payment under this Contract, for inspection by the Customer or its authorized designees. Copies shall be furnished at no cost to the Customer if requested.

Supplier acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq., and audit guidelines specified by the Customer.

Customer and Contractor considers the Supplier to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Agreement. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

The Supplier and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for four (4) years from the date of final payment under this Contract, for inspection by the Customer or its authorized designees. Copies of materials shall be furnished at no cost to the Customer if requested.

This Agreement does not entitle Supplier to any reimbursement of expenses unless those expenses are included in the pricing of within the awarded SOW.

If Customer determines that a Supplier staff member does not have the skills or capabilities necessary to complete their assigned tasks as defined in the original or amended SOW, Customer may request that the staff member be immediately replaced and issue a change request to adjust the schedule, milestone/deliverable billing or both accordingly.

Supplier shall not commence any additional work or change the scope of the work until authorized in writing by the Customer. The Supplier shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

5. Indemnification

The Supplier, at its own expense, agrees to indemnify, defend and hold harmless the Contractor, its employees, directors, officers, agents, successors and assigns from any claim, demand, cause of action, loss, damage, fine, penalty, expense or liability of any nature whatsoever (including reasonable attorney's fees, costs or expert expenses), including without limitation claims for personal injury (including death), data breach, disclosure of personally identifiable information, disclosure of personal health information or property or environmental damage, incurred by the Contractor arising out of, resulting from or in connection with any act or omission or the negligence or willful misconduct of the Supplier, its personnel or agents in connection with the performance of the Services



hereunder (whether acting in the course of their employment or otherwise) or to the extent that it is based on a claim that Supplier, in the course of its engagement, infringed or violated the patent, copyright, license or other proprietary right of a third party to the extent caused by the conduct of Supplier or Supplier's employees, agents or sub-subcontractors while engaged in the performance of this Agreement or that Supplier otherwise breached the terms of this Agreement or acted negligently, improperly or illegally in the performance of its duties pursuant to the terms of this Agreement. In addition, in the event that any such Supplier performance is held to constitute an infringement of a third party's intellectual property rights and its use is or may be enjoined, Supplier shall, at its option, (1) modify the infringing program at its own expense so that it is not infringing; or (2) procure for the Contractor the right to use and license the use of the infringing program at no cost to either the Contractor or the Customer; or (3) if neither of the foregoing are commercially feasible, terminate the rights of the Contractor and Customer in the infringing materials and refund amounts paid to Supplier for such infringing materials.

Supplier further agrees to indemnify, defend, and save harmless Contractor, its officers, directors, agents, employees and assigns against any and all claim, demand, cause of action, loss, damage, expense or liability of any nature whatsoever (including reasonable attorney's fees, costs or expert expenses) brought by any person or entity for wages, compensation, premiums, tax payments, contributions or employee benefits as well as harassment or discrimination claims (unless caused by Contractor) with respect to any of Supplier's employees, agents, sub-subcontractors or sub-subcontractor's employees assigned to provide Services under this Agreement. Supplier agrees to include this clause in all related subcontracts.

6. Ownership of Program Materials

Supplier agrees that all Program Materials, reports, and other data or materials generated or developed by Supplier under this Agreement or furnished by either the Contractor or the Customer to the Supplier shall be and remain the property of either the Contractor or the Customer. Supplier specifically agrees that all Program Materials developed or created under this Agreement shall be considered "works made for hire" by Supplier for the Customer within the meaning of the United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded and that such material shall, upon creation, be owned exclusively by the Customer.

- (i) To the extent that any such Program Materials, under applicable law, may not be considered works made for hire by Supplier for the Customer, Supplier agrees to assign and, upon its creation, irrevocably and unconditionally automatically assigns and transfers to Customer the ownership of such material, including any copyright or other intellectual property rights in such Program Materials, without the necessity of any further consideration. Supplier additionally hereby irrevocably and unconditionally waives and assigns to Customer any and all so-called moral rights as Supplier may have in or with respect to any Program Materials. Supplier shall perform any acts that may be deemed necessary or desirable by Contractor to evidence more fully the transfer of ownership of all materials referred to in this paragraph 6 to Customer to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by Customer.
- (ii) To the extent that any preexisting rights of Supplier are embodied in the Program Materials, Supplier hereby grants to Customer the irrevocable, perpetual, non-exclusive, worldwide royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.
- (iii) Supplier represents and warrants that it either owns or has valid, paid-up licenses for all software used by it in the performance of its obligations under this Agreement.

7. Protection of Proprietary Materials

From the date of execution hereof and for as long as any information or data remain Proprietary Information or Trade Secrets (as defined in paragraph 7(i)) (collectively referred to as "Confidential Information"), Supplier shall not use, disclose, or permit any unauthorized person to obtain any Proprietary Information or Trade Secrets of Contractor or Customer, including any Program Materials developed or generated hereunder (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized by Contractor or Customer or to the extent the disclosure of such material is required by law or legal process. Supplier shall comply with the terms of the Data Privacy and Security Addendum attached hereto and made a part hereof and marked as Exhibit B: Data Privacy and Security Addendum.

- (i) As used herein, "Trade Secrets" shall include, but not be limited to, a whole or any portion or phase of any scientific technical information, design, process, procedure, formula, business plan or improvement relating to the development, design, construction, and operation of Customer's or Contractor's processes and product offerings that are valuable and not generally known to competitors of Contractor or Customer. "Proprietary Information" shall include, but not be limited to, customer lists, pricing (including Supplier's pricing to Contractor), sales and marketing plans and strategic planning.
- (ii) This Agreement is intended to address Contractor's legal obligation to protect Customer's proprietary rights pertaining to the Program Materials, Proprietary Information and Trade Secrets. Supplier acknowledges and agrees that its breach or threatened breach of any provision of this paragraph will result in irreparable and continuing damage to Contractor or Customer for which there may be no adequate remedy at law. Accordingly, the Contractor shall be entitled to seek an injunction or specific performance to prevent breaches or threatened



breaches of any of the provisions of this Agreement by an action instituted in a court of competent jurisdiction. These remedies are in addition to any other rights to which the Contractor may be entitled at law or in equity.

- (iii) The following shall not be considered Confidential Information: (i) information which was in the public domain at the time of disclosure or at the time of disclosure is, or without fault of the Supplier becomes, available to the public by publication or otherwise; (ii) information which either party can show was in its possession at the time of disclosure or was independently developed by it without any reference to the other party's information and was not acquired, directly or indirectly, from the other; (iii) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; (iv) information which is required to be disclosed pursuant to court order or by law or regulation; provided, however, that in the event disclosure is required by law, regulation or court order, the Supplier will (a) notify the disclosing party of the obligation to make such disclosure promptly and sufficiently in advance of the time required to disclose to allow the disclosing party the opportunity to seek a protective order, (b) shall cooperate with the disclosing party in seeking the protective order, and (c) shall make disclosure only to the narrowest extent required to comply with the law, regulation or court order.
- (iv) Protective Order. If the Supplier is compelled to disclose (a) any Confidential Information (b) the fact that Confidential Information of the Contractor has been made available by the Contractor, or (c) any of the terms of the parties relationship, subject to then applicable law, the Supplier shall provide the Contractor with prompt written notice of such request so that the Contractor may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or compliance with the provisions of this Agreement is waived, the Supplier shall furnish only that portion of Confidential Information that in its reasonable judgment is legally required, and that it will use its best efforts, at the expense of the Contractor seeking the protective order or other remedy, to obtain reliable assurance that confidential treatment will be accorded to that portion of Confidential Information that is being disclosed.

8. *Return of Materials*

Upon the request of Contractor, but in any event upon termination of this Agreement, Supplier shall surrender to the Contractor or the Customer all equipment, tools, consumables, memoranda, notes, records, drawings, manuals, computer software, and other documents or materials, and all copies thereof, pertaining to the Program Materials or furnished by Contractor or Customer to Supplier, including all materials embodying any Trade Secrets within five (5) working days. This paragraph is intended to apply to all materials made or compiled by Supplier, as well as to all materials furnished to Supplier by Contractor, Customer, or by anyone else that pertain to the Program Materials or Trade Secrets. Supplier shall be held liable for the cost of any and all materials or equipment which are requested and not returned to either the Contractor or Customer. Should Supplier staff fail to return materials or equipment, Contractor shall send an invoice to the Supplier for the cost of the materials, equipment or both not returned. The Supplier shall pay this invoice within fourteen (14) calendar days. If the Supplier has not paid the invoice within fourteen (14) calendar days, the Contractor will have the option to deduct the exact replacement costs from the final invoice.

Supplier may request in individual SOWs that Supplier be allowed to retain copies of select materials for their own records and work papers. Customer must approve this request for each SOW for which it is made.

9. *Publicity*

Neither Party shall issue any news release, public announcement, job posting or other communication, advertisement or publicity whatsoever concerning this Agreement or the parties' relationship hereunder, or use the other Party's name, trademarks, service marks, tag lines or logos, without the prior written approval of the other Party, in that Party's sole discretion. Notwithstanding prior approval, Supplier hereby agrees to immediately cease using the name, logo and/or otherwise publicizing the relationship of the Parties and the Customer upon the written request of Contractor.

10. *Scope of Agreement*

Supplier is responsible for providing information and employees in accordance with applicable professional standards and best practices. Failure to comply that results in Contractor not meeting the project requirements or the Master Agreement terms and conditions may result in a reduction in the use of Supplier's services or in Supplier dismissal from the vendor network and /or termination of this Agreement.

Supplier will use applicable professional standards and industry best practices testing mechanisms to validate and verify each employee's technical skills as described in their respective resume and assigned roles. Contractor may request documentation to substantiate the claimed skills for a Supplier resource. In the event that Supplier fails to submit documentation in a timely manner Contractor reserves the right to hold the SOW for submission to the Customer until such time as the documentation is submitted or the requirement is filled by another supplier.

11. *Termination*

This Agreement shall terminate as set forth herein. In the event Customer terminates the Master Agreement this Agreement will co- terminate. Contractor may terminate this Agreement sooner in the event of Supplier's breach or its failure to adequately and/or



sufficiently perform its duties hereunder, or if the Customer requires termination sooner. It is understood and acknowledged by Supplier that its termination of this Agreement in any manner other than as set forth herein shall cause Contractor, Customer, or both to incur substantial damages as a result of having to replace Supplier and Supplier will be held liable for any such damages and the costs of replacement of Supplier which Customer or Contractor may incur as a result of any premature termination or breach of this Agreement by Supplier.

a) Customer may terminate an SOW, in whole or in part, at any time and for any reason. Termination of an SOW under this provision will not affect the rights and obligations of the Parties to any SOW outstanding at the termination date.

b) In the event of breach by the Supplier, the Customer and Contractor will have the right to terminate this Agreement, in whole or in part, and the Customer will have the right to terminate any SOW issued hereunder, in whole or in part. Supplier will be deemed in breach in the event that Supplier fails to meet any material obligation set forth in this Agreement or in any SOW issued hereunder.

c) In the event of non-appropriation of funds, the Customer may terminate any SOW, in whole or in part, for those goods or services for which funds have not been appropriated.

d) Upon termination, neither the Customer nor any Authorized User will have any future obligations to the Supplier except for Services performed or Deliverables accepted by the Customer prior to the termination date. The Customer and Supplier may mutually agree to prorated payment due for any deliverable that is in progress but has not yet been completed and accepted at time of termination.

e) Supplier shall have no right to terminate any SOW..

12. *Non-solicitation of Contractor's Customers*

The Supplier agrees that Supplier or their employees may not solicit Customer or any Customer agencies for Statement of Work services that have been referred to Contractor by Customer and are intended to be released as a requirement under this Agreement. Solicitation may result in dismissal from the vendor network and /or termination of this Agreement during the term of this Agreement and any renewals thereof. Supplier further agrees that it will not use any information regarding customers or Suppliers of Contractor which it may obtain during the course of this Agreement. The prohibitions contained herein shall continue for a period of one (1) year from the date of the termination of this Agreement. This Agreement does not restrict or preclude the ability of the Supplier to perform (a) any of its current contracts, or any options or extensions of those contracts, with the Customer or any of its agencies; (b) services for the Customer that are different or new from any performed under this Agreement; or (c) work for Customer agencies which the Supplier was not introduced to by Contractor so long as the Supplier is in compliance with the Conflict of Interest provision of this Agreement.

13. *Non-solicitation of Employees*

Supplier agrees that without the written consent of the Contractor, it shall not, prior to the ending of the twelve (12) month period next succeeding (a) the date of completion of any related Statements of Work associated with this Agreement or (b) the date of termination, resignation or other separation from employment of any employee of Contractor, directly or indirectly solicit, divert or hire any employee of the Contractor or Customer with whom there has been contact in connection with the performance of services under a Statement of Work. Contractor agrees that without the written consent of the Supplier, it shall not, prior to the ending of the twelve (12) month period next succeeding (a) the date of completion of any related Statements of Work associated with this Agreement or (b) the date of termination, resignation or other separation from employment of any employee of Supplier, directly or indirectly solicit, divert or hire any employee of the Supplier with whom there has been contact in connection with the performance of services under a Statement of Work.

14. *Governing Law, Attorney's Fees and Waiver of Jury Trial*

- (i) The laws of the State of Alabama (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.
- (ii) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding to a state or federal court in Montgomery County, Alabama. No other court shall have jurisdiction and each party to this Agreement consents to the exclusive jurisdiction of the aforesaid courts.
- (iii) Each party waives, to the fullest extent permitted by law,
 - any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court in Montgomery County, Alabama.
 - any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (iv) Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement



of any judgment obtained in that forum or any other appropriate forum.

- (v) If any legal action, arbitration or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party or parties (“the Prevailing Party”) is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all (i) reasonable attorneys’ fees of the Prevailing Party; (b) court costs; and (c) expenses incurred in that action or proceeding and all appellate proceedings. For purposes of this Section, the terms “attorneys’ fees” includes, without limitation, paralegal fees, expert witness fees, disbursements, and all other charges billed by the attorney to the Prevailing Party.
- (vi) Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action, dispute or other legal proceeding arising out of or relating to the parties’ negotiations or this Agreement and the transactions it contemplates, including without limitation counterclaims. This waiver applies to any action, dispute, or legal proceeding, whether sounding in contract, tort (including negligence) or otherwise.

15. Assignment

This Agreement may not be assigned by Supplier without the written consent of Contractor.

16. Data Privacy and Security

Supplier shall comply with the Data Privacy and Security Addendum terms contained in Exhibit B, attached hereto and made a part hereof.

17. Authority

If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party and that entering into this Agreement does not violate the provisions of any other contract into which the Supplier has entered.

18. Notices

Any notice, demand, request, or other communication (any “Communication”) required or permitted to be given or made to or by either party hereunder or under the Agreement shall be in writing. Any Communication shall be deemed to have been delivered on the earlier of the day actually received (by whatever means sent) if received on a business day (or if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates hereinafter specified, on the first business day after having been delivered to Federal Express or comparable air courier service, or on the second business day after having been deposited with the United States Postal Service, Express Mail, return receipt requested, or on the third business day after having been deposited with the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the several addresses indicated below or to such other addresses as may hereafter be indicated by notice delivered in accordance with the terms hereof to the other party.

If to **CONTRACTOR:**

Governance
Computer Aid Inc.
1390 Ridgeview Dr., Suite 300
Allentown, PA 18104

Email: governance@cai.io

If to **SUPPLIER:**

With a copy to:

Gregg M. Feinberg, Esq.
Feinberg Law Office
1390 Ridgeview Drive, Suite 301
Allentown, PA 18104
Email: gregg@feinberglaw.com



19. Force Majeure

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, flood, fire or explosion, war, invasion, act of terrorism, riot or other civil unrest, actions, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, governmental ordered business closure, epidemic, pandemic or plague or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Supplier's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that:

- (i) Customer fails to submit input data in the prescribed form or in accordance with the agreed upon schedules;
- (ii) Special request by Customer or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule;
- (iii) Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Supplier's performance hereunder. Supplier will notify Customer and Contractor of the estimated impact on its processing schedule, if any. In the event Supplier is responsible for an error in processing Customer's data, Supplier promptly will correct such error.

20. Visas and Work Authorization

Supplier must ensure that employees have valid Visa Status and legal Work Authorization at all times while engaged under this Agreement. If an employee's Work Authorization expires, they must cease all work under this Agreement and Supplier must notify Contractor with as much notice as possible but not less than ten (10) workdays before work authorization expires. Any failure to maintain valid Work Authorization will result in removal of the employee and may result in the cancellation of this Agreement for breach.

21. Payment of Employees, Suppliers or Sub Consultants

Supplier is required to pay all of its employees, subcontractors, or agents for all work that the employee, subcontractor, or agent has satisfactorily completed no later than [ten (10)] business days after the Supplier has received payment from the Contractor or per the terms of executed agreements with said parties. Should Supplier fail to make payment as set forth herein, Supplier shall be in breach of this Agreement. Contractor shall be entitled to engage the Supplier's employee, subcontractor, or agent directly or through another approved Supplier in the network and Supplier shall release any non-compete or non-solicitation agreement Supplier may have with its employee, subcontractor, or agent. Further in these circumstances, Customer or other supplier(s) may hire Supplier's employee, subcontractor, or agent directly as a full-time employee of Customer or other supplier without any further compensation being paid to Supplier and Supplier shall release any non-compete or non-solicitation it may have with the employee, subcontractor, or agent.

22. Telework Policy

Any allowance for Teleworking must follow the Customer policy. Failure to follow the Customer policy may result in disciplinary action or termination of the engagement.

23. Miscellaneous

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

If any of the provisions of this Agreement are ultimately deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining terms and provisions of this Agreement shall continue in full force and effect.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party.

Any signatures (including any electronic symbol or process attached to, or associated with, this Agreement and adopted by a Person with the intent to sign, authenticate or accept such Agreement) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Commonwealth of Pennsylvania Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CONTRACTOR

Computer Aid, Inc.

Representative's Signature:

Representative's Name:

Title:

SUPPLIER

Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:



EXHIBIT A: Fixed-Price Services Requisitioning Process

The following narrative describes the requisitioning process for the contract, overseen by Computer Aid, Inc. (CAI).

Step 1: The Authorized User will create a Statement of Requirements (SOR) document which details the fixed price deliverable project requirements. The Authorized user will submit a Service Requisition within the VMS which will include the SOR as an attachment. Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Subcontractor network via the VMS.

Step 2: Subcontractor reviews the Service requisition and attached SOR. If the Subcontractor can provide services to complete the project as defined in the SOR, they will submit their information and SOW through the VMS.

Step 3: The CAI Contract Manager monitors the online tool and receives all submitted SOWs from the Subcontractor network.

Step 4: The CAI Contract Manager reviews the SOWs for completeness. The CAI Contract Manager then forwards all complete SOWs to the Authorized User for review. Please note: This must happen within the required time frame identified in the VMS.

Step 5: The Agency Authorized User reviews the forwarded SOWs and negotiates pricing and deliverables directly with the subcontractor.

Step 6: The Agency Authorized User selects the SOW and provides the CAI Contract Manager with complete engagement details, including project start dates.

Step 7: The CAI Contract Manager receives the engagement information and reviews for accuracy. The CAI Contract Manager then notifies the Subcontractor Network that an SOW has been selected, and notifies the appropriate Subcontractor that their SOW was selected.

Step 8: The subcontractor begins the project.

Step 9: The subcontractor submits fixed price deliverables and corresponding invoice in the VMS as completed.

Step 10: Authorized user reviews deliverables and approves them for payment in the VMS.



EXHIBIT B: Data Privacy and Security Addendum

PRIVACY AND SECURITY

REQUIREMENTS

For purposes of this agreement the following applies:

The term “Personal Data” shall mean any data, information or record that directly or indirectly identifies a natural person or relates to an identifiable natural person or is otherwise subject to any Privacy Law (as defined below), including, but not limited to, name, home address, telephone number, personal e-mail address, payment/credit card data, Social Security Number (SSN), Tax Identification Number (TIN), driver’s license number, national ID number, bank account data, passport number, combination of online username and password, medical and health-related information and any other Personally Identifiable Information that Supplier or any third party acting on Supplier’s behalf processes in connection with the services provided to Customer or Contractor by Supplier.

The term “Contractor Data” shall refer to any and all data that is owned or created by Contractor as it relates to Contractor’s finances, business operations, intellectual property, human resources, or its Customer.

The term “Customer Data” shall refer to any data belonging to Contractor’s Customer which would be classified in similar fashion to Contractor’s Data (e.g., customer finances, customer business operations, customer intellectual property, etc.). Contractor may be maintaining Customer data within Contractor’s infrastructure; however, this data is still to be defined as Customer Data.

The terms “Personal Data”, “Contractor Data” and “Customer Data” are collectively referred to as “Data”.

The term “Information Security Incident” means actual or suspected (i) loss or theft of Data; (ii) unauthorized use, disclosure, acquisition, transmission of or access to, or other unauthorized processing of Data that reasonably may compromise the privacy or confidentiality of the Data; or (iii) unauthorized access to or use of, inability to access, or malicious infection of, Supplier systems that reasonably may compromise the privacy or confidentiality of Data.

The terms “process,” “processing” or “processed” in relation to Data include, without limitation, receipt, collection, creation, recording, organization, storage, retrieval, consultation, use, manipulation, amendment, transmission, disclosure, discarding, destruction and/or erasure.

Supplier agrees, covenants and warrants to Contractor that at any and all times during which it processes Data, Supplier will:

- a) Take all appropriate and commercially reasonable measures, including, without limitation, the administrative, physical, technical (including electronic), and procedural safeguards set forth in the Data Privacy and Security Addendum, including but not limited to encryption that meets storage industry standards of data at rest and in transit, to protect the Data against any Information Security Incident. For information processed in electronic form, Supplier agrees that such safeguards must include, without limitation, electronic barriers (e.g., “firewalls” or similar barriers) and password-protected access to the Data. For information in written or other tangible form, Supplier agrees that such safeguards must include secured storage and secure destruction of the Data in accordance with applicable law and applicable privacy standards;
- b) Maintain or cause to be maintained a reasonable and commercially feasible information security program that complies with all applicable laws and is designed to reasonably ensure the security and confidentiality of all Data;
- c) Comply with all applicable laws and industry standards that relate in any way to the privacy, data protection, electronic storage, confidentiality, processing or security of Data and apply to Supplier or Contractor – including without limitation (i) state security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Data; and all other similar federal, state, local and international requirements; (ii) electronic storage industry standards concerning privacy, data protection, confidentiality or information security; and (iii) U.S. state data protection laws including, without limitation Massachusetts 201 CMR 17.00 – 17.05 Standards for the Protection of Personal Information of Residents of the Commonwealth and California Consumer Privacy Act (CCPA) of 2018 as of 1 January 2020 (collectively, “Privacy Laws”)
- d) Not transfer Data outside the United States of America for processing without the prior express written consent of Contractor;
- e) Not sell, share, or otherwise transfer or disclose any Data, to any other party, without prior express written consent from Contractor, except as specifically permitted under the Data Privacy and Security Addendum or required by law;
- f) Not use Data in any manner not specifically permitted under this Agreement without prior express written consent from Contractor;
- g) Not send or provide any marketing or promotional communications to Contractor or Customer employees or consumers without Contractor’s or Customer’s explicit written consent;
- h) Not aggregate or combine Data with any other data without prior express written consent from Contractor;
- i) Not subcontract any of its rights or obligations under this Data Privacy and security Addendum without the prior express written consent of Contractor. Where Supplier, with the consent of Contractor, subcontracts its obligations under this Data



Privacy and Security Addendum, it shall do so only by way of a written agreement with its subcontractor that imposes the same privacy and security obligations on the subcontractor. Whenever Supplier employs the services of third-party service providers to assist it in performing its obligations under this Data Privacy and Security Addendum, Supplier agrees that such service providers are capable of maintaining appropriate safeguards for Data and that Supplier has contractually obligated such service providers to maintain appropriate safeguards designed to comply with applicable law and applicable privacy standards. Where the subcontractor fails to fulfill its obligations under any sub-processing agreement, Supplier shall remain fully liable to Contractor for the fulfillment of its obligations under this Data Privacy and Security Addendum;

- j) Ensure that Data are only available to Supplier personnel who have a legitimate business need to access the Data, who are bound by legally enforceable confidentiality obligations, and who have received training in data protection law;
- k) Not retain Data any longer than is reasonably necessary, in accordance with Contractor record retention policies, to accomplish the intended purposes for which the Data was processed pursuant to this Data Privacy and Security Addendum. When Data is no longer necessary for the purposes set forth in the Data Privacy and Security Addendum, or promptly upon the expiration or termination of the Agreement, whichever is earlier, or at an earlier time as Contractor requests in writing, Supplier shall take reasonable steps to return, destroy (e.g., by secure shredding and/or digitally wiping), or arrange for the secure destruction of each and every original and copy in every media of all Data in Supplier's possession, custody or control. Promptly following any return or alternate action taken to comply with this paragraph, Supplier shall certify in writing to Contractor that such return or alternate action occurred, and the method used for such destruction. In the event that applicable law does not permit Supplier to comply with the delivery or destruction of the Data, Supplier warrants that it shall ensure the confidentiality of the Data and that it shall not use or disclose any Data at or after the termination or expiration of the Agreement;
- l) Where Supplier uses a third party for disaster recovery or other services, Supplier shall (i) disclose this to Contractor in writing, including the name of the provider, purpose of the services (e.g., disaster recovery), steps taken with third party to address confidentiality, privacy and security, and (ii) cause each such third party to agree in writing to be bound by terms and conditions substantially similar to those in (a) – (k) above and (m). Additionally, Supplier agrees to audit the procedural, administrative, physical and technical measures used by each such third party, at least once a year, which may include or consist of, at Contractor's option, a SSAE 18 audit of such third party, if available;
- m) Monitor Supplier's information systems for unauthorized access and implement an incident response policy that specifies actions to be taken when Supplier detects or becomes aware of such unauthorized access to its information systems. Supplier shall provide a copy of such incident response policy to Contractor upon request;
- n) If requested by Contractor, within five business days from the date upon which the request was made by Contractor, either:
 - (i) update, correct or delete Data or modify the individual's choices with respect to the permitted use by Contractor of such Data; or
 - (ii) provide access to Contractor to enable it to perform the activities described in clause (i) itself;
- o) Immediately notify the Contractor Chief Compliance Officer if Supplier receives notice from any governmental or regulatory authority alleging that Contractor or Supplier has failed to comply with Privacy Laws in connection with the performance of this Agreement, or if Supplier otherwise becomes aware and reasonably believes that Supplier or Contractor may have failed or may in the future fail to comply with Privacy Laws in connection with the performance of this Agreement; and
- p) At Contractor's direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including any governmental or regulatory authority applicable to Contractor or Data.
- q) In the event of an Information Security Incident, such notice shall summarize in reasonable detail the nature of the Information Security Incident, the suspected data that is lost, stolen or compromised, if known, the parties which have or will be informed of the Information Security Incident, and the corrective action taken or to be taken by Supplier."

Supplier shall promptly notify Contractor in writing of any Information Security Incident of which Supplier becomes aware and of any request for access to any Data from any third person or any government official, including any data protection or law enforcement agency; and of any and all complaints or other communications received from any individual pertaining to Supplier's confidentiality policies or procedures applied to Data and/or the processing of either. In the event of an Information Security Incident, such notice shall summarize in reasonable detail the nature of the Information Security Incident, the suspected data that is lost, stolen or compromised, if known, and the corrective action taken or to be taken by Supplier. Supplier shall promptly take all necessary steps to robustly investigate and remediate, including, but not limited to, conducting a third-party forensic analysis. Supplier shall cooperate fully with Contractor in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident or necessitate the disclosure of Data to a government official. All information relating to each Information Security Incident must be retained by Supplier until Contractor has specifically consented in writing to its destruction. If requested by Contractor and subject to Contractor's confidentiality obligations, Supplier shall permit Contractor and its agents to access Supplier's facilities and/or the affected hardware or software, as applicable, to conduct a forensic analysis of each such Information Security Incident.

In the event of an Information Security Incident, Supplier shall (i) promptly, after becoming aware of such Information Security Incident, notify the Contractor Security Officer by telephone, email and in writing at the address below of all known facts thereof, and (ii) at Contractor's option and at the direction of Contractor, whether or not required by applicable law, provide written notice to the



individuals whose Data was reasonably connected to the Information Security Incident, or reimburse Contractor for all direct out of pocket and commercially reasonable costs it incurs in providing such notice and/or in responding to governmental authorities, including, without limitation, (1) paying for postage and copying of Contractor legally required notices; (2) offering to the affected individuals and providing, to those who elect to receive it, at least two years of credit monitoring services at Supplier's expense; (3) paying for costs associated with implementing a call center, and (4) paying for costs associated with any forensic or legal analysis required. To the extent a State Attorney General or other governmental/judicial authority renders a fine, penalty or judgment, or requires an alternate remedy following an Information Security Incident, such as the provision of identity theft insurance, Supplier will offer and provide the required remedy at its own expense. Information Security Incident notifications shall be provided to:

Security Officer, Computer Aid, Inc., 1390 Ridgeview Dr., Allentown, PA 18104, USA; email: security@cai.io and by telephone at (610) 530- 5000

In addition, Supplier shall report all Information Security Incidents in accordance section 16. Obligations in the Event of a Breach and this Section of the Contract..

Contractor shall have the right to verify Supplier's compliance with the terms of this section or to appoint a third party under reasonable covenants of confidentiality to verify the same on Contractor's behalf. Supplier shall grant Contractor or Contractor's agents unimpeded access to the extent necessary to accomplish the inspection and review of all data processing facilities, data files and other documentation used by Supplier for processing of Data in relation to this Data Privacy and Security Addendum. Supplier agrees to provide reasonable assistance to Contractor in facilitating this inspection function. Upon request, Supplier shall provide Contractor with a list of Supplier personnel entrusted with processing the Data transferred by Supplier, together with a description of their access rights. An inspection performed pursuant to this section shall not unreasonably interfere with the normal conduct of Supplier's business.