

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and Waterbury Center LLC d/b/a Vermont Panurgy, with a principal place of business in South Burlington, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is Limited Liability Company. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of computer related training Detailed services to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$200,000.00.
4. **Contract Term.** The period of Contractor’s performance shall begin on June 1, 2021 and end on May 31, 2023. The Contract Term may be renewed for two additional one-year period at the discretion of the State.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Attachments.** This contract consists of 25 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D - INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 3/08/19)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By: Waterbury Center LLC d/b/a Vermont Panurgy

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer Fitch - Commissioner

Name: _____

Title: Buildings & General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

1. **Available Services:** The following services are available for purchase under this Contract:

The contractor shall provide computer related training classes in desktop applications and technical training as required by the state. The contractor shall offer classes at the agency / department location, the contractor's location or on-line web-based training (KLS). The contractor shall offer "productivity days" training / support in the way of One on one instruction as required / requested. The contractor offers to rent the state classroom space at a Contracted rate should the state have a need for a classroom instructional environment.

2. **Participation:** This Contract may be used by all departments, offices, institutions, and other agencies of the State of Vermont and counties (hereinafter "State Purchasers") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein.

Political subdivisions of the State of Vermont under 29 V.S.A. § 902(a) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (hereinafter "Additional Purchasers") may participate in this contract at the same prices, terms and conditions. Further, items furnished to Additional Purchasers will be billed directly to and paid for by the Additional Purchaser. Neither the State of Vermont nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility or liability for Additional Purchasers.

3. **General Requirements:**

- a. Quotes may include value added options; however, all value added options shall be directly related to the scope of the Contract. The State reserves the right to include or exclude any proposed value added options in the final Purchase Order.
- b. Contractor shall identify the contract number on all quotes.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the address listed on the purchasing document.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Description	Discount or Price	Max students
Contractor Office Classes	\$140.00	NA
Technical Classes	20% off list price	NA
Talent Development	\$228.00	NA
Class held at State Location	\$750.00 Day + \$20.00 per student for materials	12
Special classes (development cost extra to be provided at time of quote)	\$750.00 Day + \$20.00 per student for materials	12

Category	Description	Pricing
Regularly Scheduled Classes		
Microsoft Office classes	Regularly scheduled Microsoft Office classes (full day)	\$140/student
Talent Development classes	Regularly scheduled Talent Development classes (full day)	\$228/day/student
Technical classes	Regularly scheduled Technical Classes (includes Knowledge Worker, Graphics, Internet & Professional Applications and Technical Education classes)	20% off published price/student
Category	Description	Pricing
On-site Training		
Private Microsoft Office classes	Microsoft Office classes (full day - up to 6hours) held at Vermont Panurgy - no minimum, max of 12 students	\$650/day + \$20/student for materials
Private Microsoft Office classes	Microsoft Office classes (full day - up to 6hours) virtual class - no minimum, max of 8 students	\$650/day + \$20/student for materials
Private Microsoft Office classes	Microsoft Office classes (full day - up to 6hours) held at State agency location - no minimum, max of 12 students	\$750/day + \$20/student for materials
Private Microsoft Office classes	Microsoft Office classes (1/2 day - up to 3 hours) held at Vermont Panurgy - no minimum, max of 12 students	\$450/.5 day + \$20/student for materials
Private Microsoft Office classes	Microsoft Office classes (1/2 day - up to 3 hours) virtual class - no minimum, max of 8 students	\$450/.5 day + \$20/student for materials
Private Microsoft Office classes	Microsoft Office classes (1/2 day - up to 3 hours) held at State agency location - no minimum, max of 12 students	\$550/.5 day + \$20/student for materials
Private Talent Development Classes	Talent Development classes (full day - up to 6 hours) held at Vermont Panurgy - no minimum, max of 12 students	\$650.day + \$25/student for materials
Private Talent Development Classes	Talent Development classes (full day - up to 6 hours) virtual class - no minimum,max of 9 students	\$650/day + \$25/student for materials
Private Talent Development Classes	Talent Development classes (full day - up to 6 hours) held at State agency location -no minimum, max of 12 students	\$750/day + \$25/student for materials

Category	Description	Pricing
On-site Training		
Private Talent Development classes	Talent Development classes (1/2 day - up to 3 hours) held at Vermont Panurgy - no minimum, max of 12 students	\$450/.5 day + \$25/student for materials
Private Talent Development classes	Talent Development classes (1/2 day - up to 3 hours) virtual class - no minimum, max of 8 students	\$450/.5 day + \$25/student for materials
Private Development classes	Talent Development classes (1/2 day - up to 3 hours) held at State agency location - no minimum, max of 12 students	\$550/.5 day + \$25/student for materials
Technical Classes	Technical Classes (includes Knowledge Worker, Graphics, Internet & Professional Applications and Technical Education classes)	20% off price/student, 4 students min.
Productivity Time/Consulting	Prescheduled consulting or support - Microsoft Office apps Level 1-3 content	\$110/hour
Productivity Time/Consulting	Prescheduled consulting or support - Technical Content	\$150/hour - 3 hour minimum
Custom Training		
Private Custom Office Classes	Microsoft Office apps Level 1-3 content - See prices above for On-site Training plus \$110/hour for customization as required.	
Private Custom Technical Classes	Technical classes - See prices above for On-site Training plus \$150/hour for customization as required.	

Day Classes: 9:00 AM - 4:00 PM	
Intro to PCs	Price
New! Intro to PCs with Windows 10	\$239
Word Processing and Note Taking	Price
Word Level 1 - Basic Documents, Tables & Graphics	\$239
Word Level 2 - Styles, Sections & Templates	\$239
Word Level 3 - Long Documents, Forms, Macros & Mail Merge	\$289
Word: Templates and Macros	\$289
Office OneNote - Develop digital note-taking skills	\$239
Spreadsheets	Price
Maximizing PivotTables in Excel	\$289
NEW! Excel Functions and Formulas	\$289
Amazing Macros in Excel	\$289
Excel: Dashboards	\$289
Excel: Tips & Tricks	\$289
Excel Level 1 - Worksheet Essentials	\$239
Excel Level 2 - Multiple Workbooks, Subtotals & Advanced Charts	\$239
Excel Level 3 - Auditing & analysis tools/importing & exporting data	\$239
Presentations	Price
PowerPoint Level 1 - Creating & Modifying Presentations	\$239
PowerPoint Level 2 - Graphics, Multimedia, Interactive elements	\$239
Contact Management & Email	Price
Outlook Level 1 - Email, Calendar & Contact Basics	\$239
Outlook Level 2 - Customizing, Filters, Folders	\$239
Databases	Price
Access Level 1 - Managing Data, Table Relationships & Reports	\$239
Access Level 2 - Controlling Data , Queries & Customized Reports	\$239
Access Level 3 - SQL Queries, Macros & Database Management	\$239
Diagrams	Price
NEW! Visio Level 1	\$289
NEW! Visio Level 2	\$289
Office 365 (Microsoft 365)	Price
NEW! Office 365 Online Productivity Apps	\$395
NEW! Office 365® Online (with Skype® for Business)	\$395
NEW! Office 365™ Online (with Teams™ for the Desktop)	\$395
NEW! Teams	\$395
Google G Suite	Price
NEW! Using Google G Suite	\$289
Knowledge Worker	Price
NEW! Analyzing and Presenting Data with Excel - Power Query, Data Model, Visualization & Presentation	\$995
NEW! Tableau Desktop Part 1	\$995
NEW! Tableau Desktop Part 2	\$995
Power BI Desktop	\$1,195
Excel VBA Level 1	\$895
Excel VBA Level 2	\$895
Access VBA Level 1 – Forms and Controls	\$495
SQL: Writing Reports & Report Builder L1	\$995
SQL: Writing Reports & Report Builder L2	\$995

Day Classes: 9:00 AM - 4:00 PM		
Graphics	Price	Days
Adobe Illustrator Level 1 - Paths, Objects, Layers and Type	\$625	2
Adobe Illustrator Level 2 - Patterns/Brushes, Advanced Type, Trapping	\$625	2
Adobe InDesign Level 1 - Basics of Creating Documents	\$625	2
Adobe InDesign Level 2 - Master Pages, Styles, Text Control, Sectioning	\$625	2
Adobe Photoshop Level 1 - Layers, Color, Formats, Masking	\$625	2
Adobe Photoshop Level 2 - Filters, Layers, Lighting, Shadow Effects, Scripts	\$625	2
Adobe Photoshop Photo Printing & Color	\$625	2
Publisher 2016 - Create, Manage, Format, Revise, and Distribute Publications	\$239	1
Internet	Price	Days
Adobe Acrobat Level 1 - Modify PDF Documents, Create Workflows	\$239	1
Adobe Acrobat Advanced - Enhancing PDFs, Interactive PDF Forms	\$295	1
NEW! Introduction to JavaScript	\$1,695	3
NEW! Bootstrap Development Course	\$795	2
Professional Applications	Price	Days
NEW! QuickBooks for Windows: Introduction	\$295	1
NEW! QuickBooks for Windows: Advanced	\$295	1
NEW! Crystal Reports 2016 Designer 1	\$795	2
NEW! Crystal Reports 2016 Designer 2	\$795	2
NEW! Crystal Reports 2016 Designer 3	\$795	2

Day Classes: 8:30 AM - 4:00 PM				
Administration, Security & Tools			Price	Days
CPEH	Certified Professional Ethical Hacker		\$2,995	4
CISSO	Certified Information Systems Security Officer-Boot Camp		\$2,995	5
ITIL	ITIL Foundation Certification Boot Camp		\$2,695	3
PMP	Project Management Professional (PMP) Certification Preparation includes training aids, reference guides, practice exams, simulation and support		\$2,995	5
CompTIA Certification Boot Camps			Price	Days
A+	A+ Certification: Boot Camp - Exams inc.		\$2,995	5
	Cloud Essentials+		\$1,995	3
	Cloud+		\$2,995	5
CASP+	CompTIA Advanced Security Practitioner - Exams inc.		\$2,995	5
CySA+	Cybersecurity Analyst+ - Exams inc.		\$2,995	5
ITF+	IT Fundamentals+		\$2,995	5
L+	Linux+		\$2,995	5
N+	Network+ - Boot Camp - Exams inc.		\$2,995	5
	PenTest+		\$2,995	5
	Project+		\$2,995	5
S+	Security+ - Boot Camp - Exams inc.		\$2,995	5
	Server+		\$2,995	5
Cisco			Price	Days
CCNA	Implementing and Administering Cisco® Solutions		\$4,295	5
ENCOR	Implementing Cisco Enterprise Network Core Technologies		\$4,295	5
SCOR	Implementing and Operating Cisco Security Core Technologies		\$4,295	5
CLCOR	Implementing and Operating Cisco Collaboration Core Technologies		\$4,295	5
Fundamentals			Price	Days
	NEW! MTA: Database Fundamentals		\$1,675	3
	NEW! MTA: Networking Fundamentals		\$1,675	3
	NEW! MTA: Security Fundamentals		\$1,675	3
	NEW! MTA: Windows Operating System Fundamentals		\$1,675	3
	NEW! MTA: Introduction to Programming using Python		\$2,795	5
SQL			Price	Days
	SQL Fundamentals		\$495	1
	SQL Server I		\$895	2
	SQL Server II (Queries)		\$895	2
	SQL Server III		\$895	2
	SQL Administration		\$495	1

Day Classes: 8:30 AM - 4:00 PM			
SQL (cont'd)		Price	Days
	SQL: Writing Reports and Report Builder L1	\$995	2
	SQL: Writing Reports and Report Builder L2	\$995	2
Windows Server 2012/2016/2019		Price	Days
	Configuring & Administering Hyper-V	\$1,295	2
	Windows PowerShell Fundamentals	\$1,295	2
	Windows PowerShell Level 2	\$1,295	2
20740	NEW! Installation, Storage & Compute with Windows Server 2016	\$2,795	5
20741	NEW! Networking with Windows Server 2016	\$2,795	5
20742	Identity with Windows Server 2016	\$2,795	5
20744	Securing Windows Server 2016	\$2,795	5
WS-011	NEW! Windows Server 2019 Administration	\$2,795	5
Azure		Price	Days
AZ-900	Microsoft Certified Azure Fundamentals	\$1,095	2
AZ-104	NEW! Microsoft Azure Administrator	\$2,235	4
Operating Systems: Windows 10		Price	Days
MD-100	NEW! Installing, Configuring, Protecting & Maintaining Windows 10	\$2,795	5
MD-101	NEW! Managing Modern Desktops (Windows 10)	\$2,795	5
SharePoint & Microsoft 365		Price	Days
10997	NEW! Office 365 Administration & Troubleshooting	\$1,675	3
MS-030	NEW! Office 365 Administrator	\$2,795	5
MS-040	NEW! Manage SharePoint and OneDrive in Microsoft 365	\$1,675	3
MS-500	NEW! Microsoft 365 Security Administration	\$2,235	4
MS-700	NEW! Managing Microsoft Teams	\$2,235	4
MS-900	NEW! Microsoft 365 Fundamentals	\$1,025	1
55197	NEW! Microsoft SharePoint Server 2016 for the Site Owner/Power User	\$1,050	2

Day Classes: 9:00 AM - 4:00 PM		
Customer Service (CS)	Price	Days
Excellence in Service: Basic - developing basic CS skills	\$325	1
Excellence in Service: Advanced - service standards	\$325	1
Managing Anger - causes & effects of anger	\$325	1
NEW! Dealing with Challenging Customer Interactions	\$325	1
Leadership and Supervision	Price	Days
Change Management - handling phases of transition process	\$325	1
Coaching - establishing a positive coaching relationship	\$325	1
Creating a High Performance Team	\$325	1
Delegation Skills for Leaders - getting work done thru others	\$325	1
Emotional Intelligence	\$325	1
Leadership Institute: Essentials for Supervisors (3 days)	\$895	3
Leading Virtual Teams - support vteam cultures	\$325	1
Managerial Leadership - leading to vision fulfillment	\$325	1
Managing Conflict	\$325	1
Managing Innovation & Creativity - supporting new ideas	\$325	1
Mentoring - maximize the benefits of mentoring	\$325	1
Positive Staff Development - developing talent	\$325	1
Parallel Thinking - managing discussions effectively	\$325	1
NEW! Managing Difficult People	\$325	1
Leadership Skills for Women	\$325	1
Project Mgt/Business Analyst	Price	Days
Project Management Fundamentals - principles/methodology	\$325	1
Project Management Essentials (3 days) - 4 Credits	\$895	3
Process Improvement	\$325	1
Human Resources	Price	Days
Effective Recruiting Strategies	\$325	1
Negotiating	\$325	1
Managing Multigenerational Teams-intergenerational issues	\$325	1
Organizational Skills - applied balance of time & information	\$325	1
Sexual Harassment Prevention - in the workplace	\$325	1
Personal Development	Price	Days
Attitude	\$325	1
Business Etiquette - appropriate behavior in the workplace	\$325	1
Effective Business Writing - practical writing	\$325	1
Effective Office Communication Strategies in the workplace	\$325	1
Email Management - Become more productive & save time	\$325	1
Writing Effective Email - Make the most of your email	\$325	1
Facilitation - gain tools for facilitation	\$325	1
Grammar Skills - fundamental language principles	\$325	1
Managing Upward - guide to upward professional mobility	\$325	1
Problem Solving Skills - resolution strategies	\$325	1
Stress Management	\$325	1
Time Management - productive time use	\$325	1

Day Classes: 9:00 AM - 4:00 PM		
Personal Development	Price	Days
NEW! Be Your Best Virtual Self	\$200	1/2
Professional Presentation	Price	Days
Effective Presentations - skilled public speaking - creating and doing	\$625	2
Presentations: Preparing, Developing and Delivery - how to	\$325	1
Train the Trainer - training strategies & methods	\$325	1

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 3/08/19)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

4.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the [System], and any and all derivative works made to the [System] or any part thereof, as well as all Work Product provided to the State (“**Contractor Proprietary Technology**”). The State acquires no rights to Contractor Proprietary Technology except for the licensed

interests granted under this Contract. The term “**Work Product**” means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the [System] generated by the State’s use of the [System], including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the [System] will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the [System] or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

4.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “**State Intellectual Property**”).

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party’s possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

5.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information

protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. (“State Data”).

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State’s information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor’s possession to only those employees on its staff who must have the information on a “need to know” basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State’s written request.

Contractor may not share State Data with its parent company or other affiliate without State’s express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to

external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the

event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

6.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

6.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.

- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

7.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;
- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any

hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

7.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

7.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

8. LIMITATION OF LIABILITY.

CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

9. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

11 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12 NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

13 TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

14. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

15. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and

applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

16. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

17 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

18 SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

19. SOV Cybersecurity Standard 19-01

All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>