

AWARD AGREEMENT

This Agreement (#RFP-UVA-0074), effective May 3, 2023, is by and between the Rector and Visitors of the University of Virginia (the “University”) and ___Advanced Logic Industries, Inc___ (“Selected Firm”).

TERM

The term of this Agreement will be until December 30, 2028, with the ability to renew for up to two (2) additional years (if agreed upon in an official Amendment by the University and the Selected Firm), unless terminated earlier in accordance with Contractual Provision O in Agreement Attachment 1.

WITNESS

By its Request for Proposal (RFP) # UVA-00074 issued January 31, 2023, the University requested proposals from Firms to provide VAR-IT Services (“Services”) for The University of Virginia and the Virginia Higher Education Procurement Consortium (“VHEPC”) and its members. In response to the RFP, the Selected Firm submitted a written proposal. The University and Selected Firm wish to express in this Agreement the basis on which Selected Firm will provide the Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Contents:

These documents are hereby incorporated into this Agreement either as an attachment or by reference:

- A. Agreement Attachment 1, General Contract Provisions;
- B. Agreement Attachment 2, Specific Contract Provisions;
- C. Agreement Attachment 3, PAC Agreement VHEPC;
- D. Agreement Attachment 4, Data Protection Addendum;
- E. Attachment 5, Sample Statement of Work (“SOW”);
- F. Attachment 6, Goods & Services / Pricing – Fees - Discounts;
- G. Attachment 7, Selected Firm’s proposal in response to the RFP;
- H. The RFP# UVA-00074 (by reference);

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement and Agreement Attachments 1, 2, 4 and 5, will prevail over all other Agreement documentation.

II. Specific Provisions:

A. Services:

Selected Firm will provide VAR-IT services for the University. The specific types of Services the Selected Firm can provide are shown in ***Attachment 6, Goods & Services / Pricing – Fees - Discounts***.

B. Fees:

As requested by the University, Selected Firm will provided estimated fees for each aspect of its Service Proposal. This will be reflected in ***Attachment 7, Selected Firm’s proposal***.

C. Ordering Procedures:

Goods and Services will be ordered in the manner described in this section. The University makes no guarantee as to the volume of business that may be provided under this Agreement.

A proposal for Goods and Services must be specifically requested from Selected Firm by a University department. When such Goods and Services are specifically requested, Selected Firm will prepare a proposed Statement of Work (SOW). The proposed SOW will be in the form described in ***Attachment 5, Sample Statement of Work***, and will reference this Agreement. Additional Contractual Provisions may *not* be introduced in the proposed SOW, and the SOW may not be marked as proprietary or confidential. SOWs will be used solely to describe the personnel, services, deliverables, and applicable fees, and will be mutually agreed upon by the University and Selected Firm. The University will *not* be required to sign or otherwise execute the SOW.

If the University desires to have Selected Firm provide the Goods and Services described in the proposed SOW, the University will issue a Purchase Order. When the University Purchase Order is issued, a contract exists between Selected Firm and the University for the specific Goods and Services described in the applicable statement of work.

D. Invoicing:

Selected Firm is not allowed to request a prepayment/down payment. Selected Firm may, however, request payment be tied to project milestones associated with a SOW. Selected Firm will submit one original invoice referencing the correct Purchase Order number on the invoice to the appropriate University's Accounts Payable Division. Invoices for non-catalog orders may be submitted as a pdf attachment to vendor-invoices@virginia.edu. If a Selected Firm experiences issues with the aforementioned submission method, please notify the ordering department for further assistance. More information can be found here: <https://uvafinance.virginia.edu/payments-expensing/invoices-receiving>.

E. Contract Administrator:

Primary Administration: Individual University departments and VHEPC members are the point of contact for day-to-day operations under this Agreement. Individual University departments or VHEPC cannot approve amendments to this Agreement.

Secondary Administration: Selected Firm will channel all Contract Administration questions not pertaining to specific service or departmental / VHEPC members request through the VHEPC and University's Procurement & Supplier Diversity Service department, and specifically the individuals named below;

- a. VHEPC
Ryan Balber
Director, VHEPC
Carruthers Hall, 1001 N. Emmet Street
Charlottesville, Virginia 22904-4202

- b. University of Virginia
Tosh Thompson, Sourcing Specialist
Procurement & Supplier Diversity Services
Carruthers Hall, 1001 N. Emmet Street
Charlottesville, Virginia 22904-4202

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.


ACCEPTANCE

**For the Rector and Visitors
of the University of Virginia**

DocuSigned by:

Name: Mark Cartwright
Title: Senior Director, PSDS
Date: 5/4/2023

For Selected Firm
Advanced Logic Industries, Inc.

DocuSigned by:

Name: Tracie Crist
Title:
Date: 5/4/2023

Agreement #: UVA-RFP-00074_____

GENERAL CONTRACTUAL PROVISIONS

A. Nondiscrimination

During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Independent Contractor

Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

D. Workers' Compensation and Employers' Liability

Selected Firm will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation requirements for insured or self-insured programs.

E. Drug-Free Workplace

Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, Selected Firm agrees to 1) provide a drug-free workplace for Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

F. Information Technology Access

All electronic and information technology procured through this agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>. Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

G. Unauthorized Alien Use

Selected Firm warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

H. Additional Federal Grant Provisions

The following provisions apply to a contract made under a federal grant: [Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).

I. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

J. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing Selected Firm's proposal or by other individuals named by either party as specified in the

Notices provision below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

K. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt, or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

If to Selected Firm:

The person signing Selected Firm's proposal in response to the University's RFP, at Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

L. University Registration

Selected Firm agrees to register and remain registered as a supplier with the University during the term of this Agreement, and to comply with all applicable terms and conditions associated with registration. In PaymentWorks, suppliers and non-suppliers will be able to provide all their information as well as update and correct information within their secure PaymentWorks dashboard.

Suppliers (vendors providing goods and services) and non-suppliers (research participants, individuals, including Medical Center employees, seeking reimbursement, individuals to whom the University is providing a monetary gift, and pre/post-doctorate fellows) must be sent an invitation to register with PaymentWorks by a UVA employee.

M. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Selected Firm may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at www.eva.virginia.gov

N. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

O. Indemnification

Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of this Agreement by Selected Firm or its agents or subcontractors, including the provision of any services or products. Selected Firm warrants that the products, services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

P. Termination

If Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

In addition, this Agreement may be terminated by the University for convenience by providing 30 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

Q. Non-Appropriation

Funding for any Agreement between the University and Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

R. Right of Audit

The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require Selected Firm perform self-audits within reasonable parameters established by the University.

S. Contractual Claims Procedure

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

1. Selected Firm must provide the written claim to:
Assistant Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street

P.O. Box 400202
Charlottesville, Virginia 22904-4202

2. Although Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.
3. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and Selected Firm mutually agree.
4. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.
5. Selected Firm may appeal the decision to:

Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

Provide a written statement explaining the basis of the appeal within 15 days after Selected Firm's receipt of the decision.
6. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and Selected Firm mutually agree.
7. The Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement. Selected Firm may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

T. Cooperative Procurement / Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

- U. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement and Supplier Diversity Services.
- V. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: <https://vascupp.org/hem.pdf>
- W. Small, Women-owned and Minority-owned (SWaM) Business Reporting
Selected Firm will identify and fairly consider SWaM firms for subcontracting opportunities when qualified SWaM firms are available to perform a given task in performing for the University under the resulting Agreement. Selected Firm will submit a quarterly SWaM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Selected Firm will submit the quarterly SWaM business reports to:

Lorie Strother
SWaM Contract Administrator
Procurement and Supplier Diversity
Services E-mail: email: ljs8n@virginia.edu

The quarterly SWaM business reports will contain this information:

- SWaM firm's name, address and phone number with which Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWaM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWaM firm as it relates to the University's account.

Selected Firm's failure to provide SWaM reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing SWaM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

X. Goods and/or Services

During the term of this Agreement, Selected Firm will provide for the University the goods and/or services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

Y. Future Goods and/or Services

The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or services provided by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing.

Z. Favored Customer

Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

AA. Ordering Procedures

The University does not place verbal orders for the Goods and/or Services. The University may only place orders for the Goods and/or Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods and/or Services. Accordingly, at the University's request, Selected Firm will issue a proposal/quotation listing the Goods and/or Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and/or Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and/or Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

BB. Marketing

The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm's Goods and/or Services. However, Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

CC. Compliance

Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities.

DD. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by

the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. Data and Intellectual Property Protection

Sensitive, non-public "[University Data](#)" is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If Selected Firm will receive, create, or come into non-incidental contact with University Data, Selected Firm agrees to abide by the terms and conditions of the [Data Protection Addendum](#). Further, if Selected Firm will receive, create, or come into non-incidental contact with patient or University health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the [Business Associate Addendum](#) in addition to the Data Protection Addendum.

FF. Brand Standards

Selected Firm warrants that any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm's compliance with this Provision. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For additional guidance, Selected Firm should consult the UVA Brand Guidelines at <http://brand.virginia.edu> (requires registration) or contact University Communications (brandguidelines@virginia.edu).

GG. International Traffic in Arms Regulations (ITAR)

If Selected Firm is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to export-controls@virginia.edu), and receive prior written authorization from, the University's Office of Export Controls before delivery. The notification provided by the supplier shall include the name of the University of Virginia point of contact, identify each ITAR controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Selected Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

HH. License Requirements

Certain statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and/or Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VASCUPP member institution. For example, if Selected Firm will be providing removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement.

II. Governing Law

This Agreement will be governed and construed in all respects by the laws of the Commonwealth of Virginia.

JJ. Entire Agreement

This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

KK. Agreement Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

SPECIFIC CONTRACTUAL PROVISIONS

A. Insurance

Listed below is the insurance the Selected Firm must maintain under as part of an Agreement. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence with coverage for the following coverage:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Premises/Operations | <input checked="" type="checkbox"/> Products/Completed Operations |
| <input checked="" type="checkbox"/> Contractual | <input type="checkbox"/> Independent Contractors |
| <input checked="" type="checkbox"/> Personal Injury | <input type="checkbox"/> Medical Payment |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Underground Explosion & Collapse |
| <input type="checkbox"/> Additional Insured* | <input type="checkbox"/> Other |

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence with the following coverages for vehicles operated by their employees.

- | | |
|--|---|
| <input type="checkbox"/> Any Automobile | <input checked="" type="checkbox"/> Owned and Non-Owned Automobiles |
| <input type="checkbox"/> Garage Liability | <input type="checkbox"/> Transportation of Hazardous Substances |
| <input type="checkbox"/> Additional Insured* | <input type="checkbox"/> Other |

Errors & Omissions:

The Selected Firm and any Subcontractor will maintain Errors and Omissions liability insurance of at least \$1,000,000 per claim, providing liability coverage for the services to be provided.

**Additional Insured:*

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

B. Payment Terms

The University's standard payment term is **Net 45** unless the firm prefers one of the following early payment cash discount options. All payments will be made by check:

- ACH (Electronic Payment) – 1.5% / Net 15

The University will compute the payment date from the date of delivery of goods at destination, after final inspection and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

NOTE: Each VHEPC Member may setup their own payment terms with the Selected Firms.

C. UVA Marketplace / Electronic Procurement

If requested by the University, Selected Firm agrees to provide and maintain an electronic catalog in the University's Electronic Marketplace (the "Marketplace"). Catalogs can be hosted in the

Marketplace or a punchout from the Marketplace to Selected Firm's website. The University requires the following from its catalog suppliers.

Hosted Catalog Firms will:

- Periodically update items, descriptions and pricing. Not to exceed four times per year.
- Use Jaggaer functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
- Address pricing discrepancies within one business day.
- Invoice all items at catalog prices until a new price file is submitted and approved by the University.
- Not increase prices more than once per year and will allow 30 days to review any price changes prior to changing invoiced prices.

Punchout Catalog Firms will:

- Notify the University's Contract Administrator of pricing and product changes prior to making a change.
- Clearly notate shipping terms, return policy and cancellation policy in the punchout catalog.
- Provide training or help details in the punchout catalog.
- Allow customization of the punchout catalog with the University's marks, logos and/or necessary language.
- Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.
- Provide an error message as connectivity interruptions arise.
- Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

Selected Firm will:

- Ensure that the Catalog data is maintained, updated and accurate.
- Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
- Negotiate freight terms for Marketplace purchases.
- Agree that all catalog content and the format in which catalog content is presented will be of a mutually acceptable nature.
- Agree to develop and maintain a delivery performance standard and provide annual reports on such performance.
- Disclose to the University all non-University revenue that is generated with the catalog such as, but not limited to: advertising fees, search functionality prioritization fees, rebates of any kind, etc.
- Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
- If necessary will maintain and update accurate Ship to addresses in its system.
- Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
- Support a manual process for change orders.
- Encourage University user to utilize the UVa Marketplace for placing orders.

The University reserves the right to remove Selected Firm's catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.

NOTE: Several VHEPC Members maintain / use an on-line ordering system operated by an e-procurement / e-commerce supplier (e.g., Jaggaer, eVA, Ariba). If requested by the VHEPC Member, Selected Firm will establish catalogs in one / all of these systems.

D. Energy Star Products

To the maximum extent practicable in providing the Goods and/or Services under the Agreement, Supplier shall provide products that earn the Energy Star rating and meet the Energy Star

specifications for energy efficiency. Supplier is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

E. Virginia's Freedom of Information Act (FOIA)

This Agreement is governed by and subject to the Commonwealth of Virginia's Freedom of Information Act (FOIA). All pricing information, consistent with the public interest and the underlying policy of the Commonwealth of Virginia, is open to the inspection of any qualified requestor and cannot be designated as confidential, proprietary or trade secret to avoid disclosure. Pricing information is also shared on a need-to-know basis both within the University and its affiliates and consultants for purposes of operational review, transaction management, contract compliance & monitoring, benchmarking and performance improvement. Attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored. In addition, any non-price information considered by a firm to be proprietary or to constitute trade secret(s) is also subject to disclosure under FOIA, except that information provided by Selected Firm that constitutes proprietary information or trade secret(s), other than pricing information, may be exempted from disclosure if Selected Firm invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of the information for which Selected Firm is seeking protection.

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 3rd day of May 2023, is by and between the Rector and Visitors of the University of Virginia (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Advanced Logic Industries, Inc. (“GHS”).

TERM

The term of this Agreement is until the end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and GHS have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and GHS wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. GHS will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II. .
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of GHS’s logo on the Consortium website
- III. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to GHS:

Robert Moniz
GHS
801 Warrenville Road, Suite 560
Lisle, IL 60532 United States
Email: rmoniz@ghsystems.com
Fax: (630) 724-8501

ACCEPTANCE

For [Lead Institution]

For GHS

[Lead Proc Director]

[Lead Job Title]

Date

Agreement #: [Contract-Number]-PAC



Robert Moniz
President, GHS U.S.

April 20, 2023

Date

UVA Data Protection Addendum

This Data Protection Addendum ("Addendum") is entered into effective as of _____, 20__, by and between _____ ("Selected Firm") and The Rector and Visitors of the University of Virginia ("UVA", "University") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties have entered into one or more agreements or arrangements (collectively, the "Underlying Agreement(s)") under which Selected Firm will create, obtain, transmit, use, maintain, process, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University under the Underlying Agreement(s).

WHEREAS, if Selected Firm, through its work with the University, may receive one of the University's designated "health care components" identified below, will receive, create, or come into non-incident contact with individually identifiable health information of UVA patients or UVA Health Plan participants -- "Protected Health Information" as that term is defined in regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 C.F.R. Part 160.103 -- the Business Associate Addendum found at <http://www.procurement.virginia.edu/pagebusinessadd> applies in addition to this Data Protection Addendum. Where noted herein, certain sections of the Business Associate Addendum replace sections of this Data Protection Addendum as regards Protected Health Information ("PHI").

WHEREAS, this Addendum sets forth the terms and conditions pursuant to which University Data will be protected by Selected Firm during the term of the Parties Underlying Agreement(s) and after its termination.

STANDARD PROVISIONS

1. Definitions

- a. "End User" means an individual authorized by the University to access and use the Services provided by Selected Firm under this agreement.
- b. "Protected University Data" includes all data defined as Highly Sensitive, Sensitive, or Internal Use data in UVA's *IRM-003 Data Protection of University Information* policy (<http://uvapolicy.virginia.edu/policy/IRM-003>) that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- c. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 1 guidelines relevant to data categorized as high security.
- d. "Security Breach" means the unauthorized access, use or disclosure that compromises or threatens to compromise the confidentiality, integrity, or availability of University Data
- e. "Services" means any goods or services acquired by the University of Virginia from Selected Firm.
- f. "University Data" includes Protected University Data and any other information that is created, possessed or used by the University or is intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel

data.

- g. "Audit Trail" means a chronological record that reconstructs and examines the sequence of activities surrounding or leading to a specific operation, procedure, or event in a security-relevant transaction from inception to final result.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

3. Data Privacy

- a. Selected Firm will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.
- b. Protected University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm obligations under this agreement. Selected Firm will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
- d. The following provision applies only if Selected Firm will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Selected Firm acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Selected Firm agrees to abide by the limitations and requirements imposed on school officials. Selected Firm will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

4. Data Security, Integrity, and Confidentiality

- a. Selected Firm will take reasonable measures, including audit trail, to protect University Data to ensure the integrity and availability of University Data against deterioration or degradation of data quality and authenticity. Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
- b. Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, and audit trail, to secure such data from unauthorized access, disclosure, alteration, and use. Such

measures will ensure the confidentiality, integrity and availability of University Data, and be no less protective than those used to secure Selected Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of Federal Information Processing Standards Publication (FIPS) Publication 140-2

- c. If Selected Firm stores, transmits, or processes Protected University Data as part of this agreement, Selected Firm warrants that the information will be stored in accordance with latest version of [National Institute of Standards and Technology Special Publication](#) 800-171 or the International Organization for Standardization and the International Electrotechnical Commission 27002 (ISO/IEC 27002).
- d. Selected Firm will use reasonable, appropriate industry-standard and up-to-date security tools and technologies in providing Services under this agreement.

5. **Employee Background Checks and Qualifications**

- a. Selected Firm shall ensure that its employees who will have potential access to University Data have passed reasonable and appropriate background screening and possess the qualifications and training to comply with the terms of this agreement.

6. **Security Breach**

- a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest an actual or suspected Security Breach of University Data, Selected Firm will immediately notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm will not provide notice of an actual or suspected Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. If Selected Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of Protected University Data, the following provisions apply:
 - 1. In addition to any other remedies available to the University under law or equity, Selected Firm will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Protected University Data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - 2. In addition to any other insurance coverage required by another contract/agreement with the University, Selected Firm will for the duration of the term of the agreement, maintain at least \$1 million Cyber Liability coverage with insurance companies that hold at least an A-financial rating with A.M. Best Company. In no event, should Selected Firm construe these minimum required limits to be their limit of liability to the University.
 - 3. The University must be named as an Additional Insured on the Cyber Liability Insurance, and the proper name is "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents." Upon the University's request,

Selected Firm will provide a Certificate of Insurance (COI).

7. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Selected Firm will:
 - immediately notify the University of Selected Firm's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking University Data;
 - consult with the University regarding its response;
 - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the Virginia Freedom of Information Act) seeking University Data maintained by Selected Firm, the University will promptly provide a copy to Selected Firm. Selected Firm will promptly supply the University with copies of data required for the University to respond in a timely manner, and will cooperate with the University's reasonable requests in connection with its response.

8. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this agreement, Selected Firm will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- b. Upon termination or expiration of this agreement, and after any requested transfer of data, Selected Firm must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Selected Firm might have transferred University data. Selected Firm agrees to provide documentation of data destruction to the University.
- c. Selected Firm will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm's facilities to remove and destroy University-owned assets and data. Selected Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

9. Audits

- a. The University reserves the right in its sole discretion to perform audits of Selected Firm at the University's expense to ensure compliance with the terms of this agreement. Selected Firm shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.

- b. If Selected Firm must under this agreement create, access, obtain, transmit, use, maintain, process, or dispose of Protected University Data or financial or business data which has been identified to Selected Firm as having the potential to affect the accuracy of the University's financial statements, Selected Firm will at its expense conduct or have conducted, at least annually, a:
 - security audit by a third party with audit scope and objectives deemed sufficient by the University, which attests Selected Firm's security policies, procedures, and controls;
 - vulnerability scan by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
 - formal penetration test by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.
- c. Additionally, Selected Firm will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, Selected Firm to perform additional audits and tests, the results of which will be provided promptly to the University.

10. Compliance

- a. Selected Firm will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm upon request.
- b. Selected Firm warrants that the service it will provide to the University is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:
 1. any applicable national, federal, state or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations ("FERPA), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act, the Americans with Disabilities Act, and the Virginia Consumer Data Protection Act;
 2. any privacy policy or practice applicable to any personal information that Customer or any User accesses, uses, collects, or maintains hereunder, including, without limitation any practice required in connection with the processing of credit card data, including the Payment Card Industry Data Security Standards (PCI-DSS); and
 3. Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance.
- c. If the Payment Card Industry Data Security Standard (PCI-DSS) is applicable to Selected Firm service provided to the University, Selected Firm agrees to:
 - Store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
 - Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
 - Provide either proof of PCI DSS compliance or a certification (from a recognized third-

party security auditing firm), within 10 business days of the request, verifying Selected Firm and any third party who stores, transmits, or processes University data in scope of PCI DSS as part of the services provided under this agreement maintains ongoing compliance under PCI DSS as it changes over time; and

- Store, transmit, and process any University Data in scope of the PCI DSS in a manner that does not bring the University's network into PCI DSS scope; and
- Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process University Data in scope of the PCI DSS in a manner that does not bring the University's network into PCI DSS scope.


11. Survival

Selected Firm's obligations under Section 8 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the Effective Date stated above herein.

THE RECTOR AND VISITORS OF THE
UNIVERSITY OF VIRGINIA



Name: Augie Maurelli

Title: Associate Vice President for
Financial Operations

SELECTED FIRM



Name: _____

Title: _____

Date: _____

Statement of Work Template

This Statement Of Work ("SOW") is prepared for _____ (*i.e., University department/school/etc.*) and is entered into pursuant to the Agreement by and between Select Firm and the Rector and Visitors of the University of Virginia (Agreement#: XXXXXXXXXX) of which the terms and conditions are incorporated as part of this SOW.

This SOW defines and specifies the Services to be performed and/or Work Product to be delivered by Selected Firm, as well as compensation to be paid for such Services and Work Product by the University, all in accordance with the terms and conditions of the Agreement.

1. Description of Services to be Provided
2. Assumptions
3. Fees

Note: A prepayment/down payment is not authorized. Payments may, however, be tied to project milestones associated with a statement of work.

SELECTED FIRM

By: _____

Date: _____

SOW #: _____ (you may request this number be included on the PO)

1. Please list your minimum discounts for the following Product Categories and Manufacturers. Additional product categories and manufacturers may be added.

Product Category	MFR	Approx Annual VHEPC Spend Amount	Minimum Discount % off List
Servers		\$2,000,000	
	Dell		
	Hewlett-Packard		
	Fujitsu		
Newtwork Hardware		\$2,000,000	
	Aruba		
	Cisco		
	Palo Alto		
Telecom Equipment		\$1,000,000	
	Polycom		
Data Storage		\$2,000,000	
	Dell		
	EMC		
	Fujitsu		
Desktop Computers		\$1,000,000	
	Dell		
	Apple		
	Hewlett-Packard		
	Lenovo		
Laptop Computers		\$3,000,000	
	Dell		
	Apple		
	Hewlett-Packard		
	Lenovo		
	Panasonic		
Tablet Computers		\$1,000,000	
	Apple		
	Microsoft		
Printers		\$250,000	
	Hewlett-Packard		
	Dell		
Monitors		\$600,000	
	NEC		
I/O Devices		\$100,000	
	Logitech		
Projectors		\$250,000	
	Epson		
	NEC		
Cables		\$250,000	
Software		\$1,000,000	
	Microsoft		
	VMWare		
	Symantec		
	Adobe		
	Citrix		
Hardware Maintenance		\$2,000,000	
Software Maintenance		\$2,000,000	

2. Please list your hourly rates for the following professional services: Additional services may be added.

Services		Approx Annual VHEPC Spend Amount	Hourly Rate
Project Manager		\$800,000	
Project Trainer		\$1,250,000	
Systems Engineer		\$500,000	
Network Engineer		\$500,000	
Software Developer		\$350,000	
Computer Technician		\$350,000	

3. Please list your MAXIMUM Mark-Ups:

Value Added Reseller		%
Hardware Maximum Mark-Up		
Software Maximum Mark-Up		
Services Maximum Mark-Up		

1. Please list your minimum discounts for the following Product Categories and Manufacturers. Additional product categories and manufacturers may be added.

Product Category	MFR	Approx Annual VHEPC Spend Amount	Minimum Discount % off List
Servers		\$2,000,000	
	Dell		25%
	Hewlett-Packard		28%
	Cisco		35%
Network Hardware		\$2,000,000	
	Aruba		30%
	Cisco		37%
	Fortinet		28%
	Meraki		37%
Telecom Equipment		\$1,000,000	
	Cisco		39%
Data Storage		\$2,000,000	
	Dell		30%
	EMC		30%
	Pure		37%
Desktop Computers		\$1,000,000	
	Dell		20%
	Hewlett-Packard		4%
	Lenovo		4%
Laptop Computers		\$3,000,000	
	Dell		20%
	Hewlett-Packard		4%
	Lenovo		4%
Tablet Computers		\$1,000,000	
	Microsoft		10%
Printers		\$250,000	
	Hewlett-Packard		0%
	Dell		0%
Monitors		\$600,000	
	NEC		0%
I/O Devices		\$100,000	
	Logitech		0%
Projectors		\$250,000	
	Epson		0%
	NEC		0%
Cables		\$250,000	
Software		\$1,000,000	
	Cisco Licensing / Software		10%
	Cisco EA		10%
	Cisco Flex		15%
	Cisco Webex Calling		\$19.95/user/month
	Microsoft		0%
	VMWare		15%
	Symantec		15%
	Adobe		0%
	Meraki		15%
	Citrix		0%
Hardware Maintenance		\$2,000,000	
	Cisco (Education)		30%
	Cisco (State & Local Government)		15%
	DellEMC		15%
	Fortinet		5%
	HPE		0%
	Symantec		5%
	Veeam		0%
	Vmware		5%
Software Maintenance		\$2,000,000	

2. Please list your hourly rates for the following professional services: Additional services may be added.

Services		Approx Annual VHEPC Spend Amount	Hourly Rate
Project Manager		\$800,000	\$ 181.00
Project Trainer		\$1,250,000	\$ 181.00
Systems Engineer		\$500,000	\$ 226.25
Network Engineer		\$500,000	\$ 181.00
Software Developer		\$350,000	\$ 226.25
Computer Technician		\$350,000	\$ 135.75
Sr. Network Engineer			\$ 226.25
Professional Services - Rate Notes			
Services and travel provided outside of Regular Business Hours are billed at 1.5 times the Basic Service Rate. "Regular Business Hours" are 8 AM to 5 PM, Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Thanksgiving Friday and Christmas.			
Emergency support services are billed with a two (2) hour minimum and after that standard after-hours billing rates will apply			
ALI will bill travel time round trip to customer sites within a 75 mile radius of the ALI facilities at the assigned engineer's applicable hourly rate. For customer sites beyond the 75 Mile radius, ALI will apply a 50% discount to the assigned engineer's applicable hourly rate for the round trip travel time.			
Services pre-scheduled for weekend and holiday hours are billed at two (2) times the Basic Service Rate.			
All professional services projects will be quoted and performed using these rates on a Time & Material basis or a Fixed-Fee basis.			

3. Please list your MAXIMUM Mark-Ups:

Value Added Reseller	%
Hardware Maximum Mark-Up	25%
Software Maximum Mark-Up	25%
Services Maximum Mark-Up	45%