

Attachment C

PERSONAL SERVICE AGREEMENT - LONG FORM

METROPOLITAN TRANSPORTATION AUTHORITY

AND

V Group Inc.

Agreement Number: 900000000003572

Agreement dated as of the 1st day of September, 2020 by and between METROPOLITAN TRANSPORTATION AUTHORITY, with offices at 2 Broadway, New York, New York 10004, a public authority and public benefit corporation organized and existing under the laws of the State of New York and hereinafter referred to as the "Authority", and V Group Inc., a Corporation under the laws of the State of New Jersey and authorized to do business in the State of New York, having an office at 379 Princeton Hightstown Road, Building 3, Suite 2A, Cranbury, NJ, 08512 and being hereinafter referred to as the "Contractor".

W I T N E S S E T H:

WHEREAS, the Contractor has offered to perform services in connection with subject matter expert information technology services in the subject areas of: Application, Infrastructure, Cloud Risk Assessments, Privilege Access Management Processes, Review and Technology, Network Security Architecture, Micro-Segmentation, Auditing, Configuration and Auditing, System Tool Integration and Configuration, Vulnerability Management, Scanning, Reporting and Remediation, Operational Technology and Information Technology Identity and Access Management, Account Auditing, and Email Security Audit and Optimization, for which you are qualified and have been selected, ("Subject Matter Expert Services") (you will be informed of the subject areas in a subsequent communication) and;

WHEREAS, the Authority is willing to contract for the performance of such Subject Matter Expert Services upon the terms and conditions set forth in the Request for Proposals dated May 12th, 2020 as amended on May, 21st, 2020 and as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES AND TASK ORDERS

- A. The terms and conditions of the Request for Proposals are incorporated herein by reference. The Contractor agrees to perform or have performed for the benefit of the Authority all of the services (hereinafter referred to as the "Services") set forth and described in the Authority's Request for Proposals referenced above and in the Contractor's Subject Matter Expert Services proposal dated May 29th, 2020 which services are herein incorporated by reference, except as the same may be hereinafter modified. Only those Services shall be so performed and the Contractor shall not make any

modification thereto except pursuant to Supplemental Agreement between the Authority and the Contractor.

- B. The Authority is simultaneously contracted with other firms for the same or similar Services (Contractor and other firms “Retainer Firms”). Generally, Services will be assigned on a task order basis (“Task Order”) pursuant to the following procedure:
- i) MTA will prepare a scope of the services (“Scope”) required for the Task Order, which may range from the firm awarded the Task Order developing and delivering one or more specific deliverables (“Deliverables”) to the firm providing general or specific expert knowledge, advice, contribution to an Authority lead project as a member of the project team or performing or other contribution;
 - ii) the Scope will be emailed to the Retainer Firms MTA deems qualified to perform the Task Order with a request that each firm submit a (a) technical proposal for the Task Order covering specific staffing to be provided, the methodologies and means to be utilized to initiate and complete the Task Order for the Task and a schedule and such other information as the Authority may request; and ii) a cost proposal for performance of the Task Order which, for Contractor, shall be based upon but not exceed the fully loaded hourly rates set forth in Appendix A annexed hereto.
 - iii) The MTA will negotiate and award the Task Order on the basis of MTA’s best interests in its sole discretion which may include, in appropriate circumstances, the selection of more than one Retainer Firm. Negotiations may in MTA’s discretion, cover components of the technical and/or cost proposal and may result in a cost negotiated on the basis of a not-to-exceed time and materials basis, a guaranteed maximum cost for the successful completion of the Task order, or a fixed price for successful completion of the Task Order.
 - iv) The Task Order as negotiated, will be signed by the Authority and the Contractor and be deemed incorporated into and subject to all of the provisions of the Agreement.

ARTICLE II – PAYMENT FOR SERVICES

The Authority agrees to compensate the Contractor for the performance of the Services set forth in a Task order in accordance with the provisions of Appendix A to this Agreement and the Task Order procedure set forth in Article I. Compensation is deemed to include reimbursement where appropriate.

ARTICLE III – GENERAL

- A. The Contractor agrees that: i) it will at all times employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professional and other personnel to meet the progress schedule for the appropriate Task order; and ii)

the Services will be performed on behalf of Contractor from the locations set forth in the Task Order which shall, as applicable, be on-site at an Authority location or remotely at a specified Contractor location(s).

- B. The Contractor agrees that it will at all times in an open and frank manner, cooperate with the Authority and coordinate its Task Order Services with the work and requirements of the Authority
- C. The following individual, Vineeta Wadhvani is Contractor's key persons for this Agreement. A key person shall: (a) be dedicated to this Agreement or, if not dedicated to this Agreement, shall have this Agreement as his/her highest priority (b) be proposed by Contractor for each Task Order for which such person is appropriately qualified; (c) not be removed by Contractor from this Agreement or a specific Task order without the Authority's consent in writing in advance; (d) be removed from this Agreement or a specific Task Order at the request of the Authority; and (e) be replaced only by a person who is approved in advance in writing by the Authority.
- D. If any Key Person is removed in accordance with Article III (A)(c) above or is anticipated to not be available to perform the functions or responsibilities assigned to the person for the Task Order due to: i) incapacity, ii) ceasing to be employed by the Contractor; or iii) otherwise leaving a Task Order for any reason beyond the Contractor's reasonable control, the Contractor shall promptly notify the Authority after Contractor is initially aware of the situation, and replace such person with another qualified person approved by the Authority Project Manager, and provide the Authority with a transition plan which, to the extent possible, shall include an introduction of the new person to the Authority's staff and knowledge transfer. The Authority reserves the right to ask for a summary of the experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval. Approval shall not be unreasonably withheld by the Authority. For the purposes of this Agreement, "removed" shall mean removing a Key Person from a Task Order or this Agreement completely.
- E. The Contractor shall be fully responsible for performance of Services by and conduct of Contractor and subcontractor staff in general and specifically if, in the Authority's sole discretion, such staff is not performing in accordance with this Agreement.
- F. In the performance of the Services, the Contractor shall avoid infringement of any tangible or intangible property right of a third-party including a right based upon copyright, trademark, patent, trade secret, or contract.
- G. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by Registered Mail, addressed as follows:

(1) To the Authority:

METROPOLITAN TRANSPORTATION AUTHORITY
333 W. 34th Street, 10th Floor
New York, NY 10001-2402
Attention: Chief Procurement Officer

(2) To the Contractor:

V Group Inc.
379 Princeton Hightstown Road, Building 3, Suite 2A,
Cranbury, NJ, 08512
Attention: Vineeta Wadhvani

Either party may at any time designate a different address by giving notice as provided above to the other party.

- H. The Contractor shall conform to the Guidelines for Contractors as set forth in Appendix C attached hereto and made a part hereof.
- I. If Contractor is organized under the laws of a state other than New York and, to any extent, will be performing the Services from a location within the State of New York, Contractor represents and warrants that Contractor has filed with the New York Secretary of State an Application for Authority pursuant to Section 1304 of the New York Business Corporation Law and such application has been granted and is currently in good standing.
- J. Force Majeure. Neither Party will be liable for delays or any failure to perform the Services under this Agreement due to causes beyond its reasonable control which have not been taken into account in the schedule. Such delays include, but are not limited to, a pandemic including the pandemic occurring prior to and during the commencement of this Agreement, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
- K. Advertising and Publicity. The Contractor shall not refer to the Authority directly or indirectly in any advertisement, news release, or publication without prior written approval from the Authority, which may be withheld for any reason.
- L. If any part of the Contractor's Services depends upon the services or work of any other contractor, the Contractor shall use commercially reasonable efforts to report to the Authority Project Manager any defects or delay in such services or work that results or will likely result in a schedule/Project delay.
- M. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provision shall not be affected thereby.

ARTICLE IV – MANNER OF PERFORMANCE AND STAFFING REQUIREMENTS

- A. The Contractor is engaged in an independent business and agrees to perform the Services in the manner of and as an independent contractor and not as the agent or employee of the Authority. The Contractor shall exercise full control over and supervision of the employment, direction, compensation and discharge of its officers and employees and of all other persons assisting it in the performance of the Services.
- B. All services shall be performed by Contractor employees located, as specified in a Task Order, onsite at an MTA facility or remotely from a location within the United States. No location outside of the United States is authorized for Contactor's performance of Services or location of data processing or data at rest or in motion.
- C. Contractor obligation to perform an employee background verification and Investigation:
To the fullest extent permitted by law, including as applicable, the written consent of the applicable person, for each person proposed to perform Service under a Task Order, the Contractor shall certify to MTA in Contractor's proposal for the Task Order that on or about a specified date, it conducted and completed an employment and education verification, background check, and other background investigations ("Background Check") which include no less than the requirements below, and that the Contractor certifies to the MTA that the results of such Background Check and any other information about the person known to Contractor do not disclose: i) any information contradictory to the information about the person provided to MTA on any resume or other submission to MTA or ii) adverse information about the person's integrity or trustworthiness in the context of the person having access to information about the MTA which, for public safety and security reasons, is highly confidential. The Background Check shall, to the extent lawful, include no less than the following:
- The person has the relevant IT Security qualifications and experience to perform the Services in the Scope of Work for the Task Order;
 - The person is a US citizen or non-US citizen lawfully holding a visa that permits the person to perform the applicable Services for Contractor;
 - The person's employment history, including the name and addresses of the last three employers, names of supervisors, dates of employment, job titles and duties, and reason(s) for discontinuance of employment;
 - Verification of the person's highest level of education generally and specific to IT, and degree(s) awarded;
 - Criminal and military court actions and traffic violations, that have resulted in a conviction after trial or by plea, or involve a pending criminal matter;
 - Civil judgments and/or tax investigations or proceedings;
 - Verification of professional credentials (licenses and certifications);
 - Driver Record Search, where applicable.
 - Online and social media search
 - Such other information about the person that Contractor includes in its standard background investigation of an employee.
 - As applicable, government security clearances.

ARTICLE V – CONTRACTOR'S INDEMNIFICATION AND LIMITATION OF LIABILITY

A. **CONTACTOR DEFENSE AND INDEMNIFICATION:** Contractor shall indemnify and defend the Authority and the Authority's affiliates and subsidiaries ("Affiliated Agencies") and their respective officers, directors and employees from and against, any claims, suits, actions, damages and costs (including reasonable attorneys' fees and expenses) (individually and collectively a "Claim") arising out of or relating to any of the following third party Claims:

- (1) A Claim that any Services, including any resources, information or other input utilized to develop and deliver the Services provided to the Authority or the Affiliated Agencies by Contractor or Contractor agents infringe upon the proprietary copyright, patent rights, trade secret, trademark or any other intellectual property right of any third party. Contractor has no responsibility for a Claim to the extent the Claim is based on (a) combinations of resources or items with items that were not provided, recommended or approved by Contractor, (b) modifications to the Services not performed, approved or recommended by Contractor, (c) specifications provided by the Authority, Authority agents, or an Affiliated Agency, except for specifications provided by Contractor under a different Authority agreement (d) business processes other than those set forth in this Agreement or a Task Order, that the Authority, an Authority agent, or an Affiliated Agency requires Contractor to use or follow, unless the process was developed by Contractor under a different agreement (e) any infringing or unlawful Authority created content. In the event Contractor is enjoined from providing the Services based on a third-party intellectual property infringement Claim, Contractor shall, at its expense and in order of priority: (i) obtain for the Authority the right to continue using such Services; (ii) if (i) is not commercially reasonably available, replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Authority; or, (iii) if (i) and (ii) are not commercially reasonably available, the Authority may elect to terminate this Agreement and use of the Services and shall have no further payment obligations to Contractor as of the effective date of the termination. For clarity, Contractor's defense and indemnification obligations, and this obligation are Contractor's entire obligation to the Authority regarding any claim of infringement;
- (2) A Claim relating to a breach by Contractor in respect of Services performed by a Contractor subcontractor or supplier, except to the extent caused by the Authority, the Authority's Agents or the Affiliated Agencies.
- (3) A Claim relating to (a) a violation of a Federal, state or local law or regulation for the protection a protected class of persons by Contractor or Contractor Agents, (b) sexual discrimination or harassment by Contractor or Contractor

Agents, (c) work-related injury or death caused by Contractor or a Contractor agents, including a Claim asserted by an Authority or Affiliated Agency employee except to the extent the Claim is asserted as an employee's Workers Compensation Law claim, (d) any personal injury (including death) received or sustained by any Contractor employee for any reason excluding as to (a) through (d) a Claim caused by the sole negligence or willful misconduct of the Authority or an Affiliated Agency.

- (4) A Claim relating to any taxes, if any, assessed against the Authority which are obligations of Contractor pursuant to this Agreement.
- (5) A Claim relating to personal injury (including death), or tangible or intangible property damage resulting to any extent from an act or omission of Contractor or a Contractor agents.
- (6) A Claim relating to Contractor's unauthorized access to or disclosure of Authority Data, or Contractor's misuse or misappropriation of Authority Data in violation of Contractor's non-disclosure obligations under this Agreement.

B. CONTRACTOR AND AUTHORITY LIMITATION OF LIABILITY:

LIMITATION AS TO TYPE OF DAMAGES: NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, AND/ OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR LOST GOODWILL. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES NOT OTHERWISE EXCLUDED UNDER THIS AGREEMENT, ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF CONTRACTOR AND MTA, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$10 MILLION OR THREE TIMES THE AGGREGATE AMOUNT PAID BY THE AUTHORITY TO CONTRACTOR FOR SERVICES PURSUANT TO THIS AGREEMENT

THE FOREGOING LIMITATION SHALL NOT APPLY TO:

- (A) Contractor's OBLIGATIONS OF defense and indemnification, as set forth in this Agreement;
- (B) DAMAGES THAT CANNOT BE LIMITED UNDER NEW YORK STATE OR FEDERAL LAW;
- (C) FINES AND PENALTIES ASSESSED AGAINST THE MTA OR

AN Affiliated Agency to any extent resulting from Contactor's act or omission in breach of law;

- (D) Contractor's DISCLOSURE, MISUSE, OR OTHER MISAPPROPRIATION BY CONTRACTOR OF MTA'S CONFIDENTIAL INFORMATION IN BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY
- (E) Authority's failure to pay Contractor for Services provided by Contractor under this Agreement,
- (F) Damages arising out of either Party's misuse or unauthorized access to or disclosure of the other Party's confidential information in violation of this Agreement,
- (G) Damages arising out of bodily injury (including death) or damage to tangible personal property.
- (H) Data Breach Damages resulting from Contractor's breach of its security obligations under the Agreement that result in a disclosure of Authority Data consisting of personally identifiable information or security sensitive information,

ARTICLE VI – PERIOD OF PERFORMANCE

The effective date of this Agreement is September 1st, 2020. In no event shall the period of performance be greater than 36 months from the effective date of this Agreement.

ARTICLE VII – OWNERSHIP OF PLANS; PATENTS AND COPYRIGHTS

A. All products of the performance of the services by Contractor and its subcontractors shall be deemed works made for hire under the Federal Copyright Law and, to the extent not so deemed, the copyright to such products is hereby assigned to the Authority. The Authority shall own any patent or copyright to, and the right to patent or copyright, any plan, drawing, design, specification, report, software, idea, study, survey, data, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction or materials, regardless of medium (hereafter "Material") prepared by or for the Contractor, any subcontractor, or by their respective consultants, agents, officers or employees in connection with performance of the Services, whether prior or subsequent to execution of this Agreement. Upon completion of the Services or the earlier termination of this Agreement, the Contractor shall deliver to the Authority all such Material, including such documentation, certifications and executed forms, assignments and agreements as may be necessary to enable the Authority to fully own all right to, and to comprehend, apply and change such Material, including the knowledge and information contained in such Materials and to patent or copyright same.

B. In the event any such Materials or portions thereof utilized in the performance of the Services have been or may be patented or copyrighted by others or are subject to other

protection from use or disclosure, then the Authority, its affiliates and subsidiaries shall have a royalty-free perpetual license to use the same for any purpose, provided that if the Contractor does not have the right to grant such a license, the Contractor shall obtain for the Authority such rights of use as it may request, for itself, its affiliates and subsidiaries, without separate or additional compensation, whether such Materials or portions thereof are patented or copyrighted or become subject to such other protection from use before, during or after the performance of the Services. The Authority shall have the right to use or permit the use of all such Materials, and also any oral information of any nature whatsoever received by the Authority in connection with performance of the Services, and any ideas or methods represented by such Materials, for any purposes and at any time without other compensation than that specifically provided herein, and no such Materials prepared or utilized in connection with performance of the Services shall be deemed to have been given in confidence and any statement or legend to the contrary thereon shall be void and of no effect.

- C. Subject to the provisions set forth below in this Paragraph C and supplemental to the provisions in Article V(A) , the Contractor shall indemnify the Authority, its affiliates and its subsidiaries against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of infringement of any tangible or intangible property right including contract, patent, copyright or trade secret infringement or unfair competition arising out of or in connection with the use, in accordance with preceding Paragraphs A and B of this Article, of such Materials or portions thereof which are patentable or which may be copyrighted, or which are patented or copyrighted, or which are otherwise protected by law. If requested by the Authority or any of its affiliates or subsidiaries, and if notified promptly in writing of any claim as to which the Contractor is to indemnify the Authority or such affiliate or subsidiary, the Contractor shall conduct all negotiations with respect to, and defend, such claim without expense to the Authority or such affiliate or subsidiary. If the Authority or any of its affiliates or subsidiaries be enjoined from using the product of the Services or any portion thereof as to which the Contractor is to indemnify the Authority or such affiliate or subsidiary against such claims, the Authority or such affiliate or subsidiary may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to provide at its own expense, substitutes for such product or affected portion thereof not subject to such injunction and not infringing any patent, copyright, trade secret or other protection from use or disclosure, and if the Contractor shall fail to do so, the Contractor shall, at its expense, refund the cost of the offending product or portion thereof to the Authority or take such steps as may be necessary to ensure compliance by the Authority or such affiliate or subsidiary with such injunction, to the satisfaction of the Authority.

ARTICLE VIII – ASSIGNMENT

- A. Contractor may not, by agreement, operation of law, or otherwise, assign, encumber, transfer, convey, sublet or otherwise dispose of this Agreement to any entity or person, in whole or in part, including but not limited to an assignment, transfer or conveyance by

change in the control or change in the ownership of Contractor or a change in control or change in the ownership of any entity owning or controlling Contractor, without the prior written consent of the Authority, which consent may be withheld, conditioned or delayed in the Authority's sole discretion (provided that Contractor may assign monies due or to become due to Contractor under the Agreement upon prior written notice to Authority and Authority's written acknowledgment). A "change in control" includes, but is not limited to, any change in the ownership or control of Contractor or any entity owning or controlling Contractor, whether such change results from a merger, or a sale, assignment or transfer of stock, or a sale of assets, or a sale, transfer or assignment of assets to an affiliate or subsidiary, or a sale, transfer or assignment of assets to an affiliate or subsidiary with a subsequent sale or transfer of such affiliate or subsidiary, or a transfer or change in control by contract or other such agreement.

- B. Any action by Contractor which violates the provisions of section A, above, shall be deemed to be a breach of the Agreement by Contractor and Authority shall have all rights and remedies available to it under law and equity, including termination of the Agreement.
- C. In the event of the assignment of monies due or to become due under this Agreement, the Authority may require that Contractor provide the Authority with such information, documentation, and authorization as the Authority may deem appropriate.

ARTICLE IX – SUBCONTRACTS

The Contractor, subject to the written approval of the Authority, may retain the services of such subcontractors as may be necessary for the proper performance of the Services. Each subcontractor, the terms of each subcontract, and the subcontractor's specific staff members assigned to this project, are subject to the Authority's prior approval. Unless otherwise agreed to in writing by supplemental agreement, the terms of each subcontract shall: a) incorporate the provisions of this agreement and provide that, for purposes of the subcontract, Contractor shall be deemed the Authority and subcontractor shall be deemed Contractor; b) be subject to the prior approval of the Authority in writing before the subcontract is deemed in effect. Contractor shall request approval by sending the Authority a request for approval in accordance with Article III (E). Such request shall include a copy of the proposed subcontract and identify and provide relevant information about the specific subcontractor staff members to be assigned to this project.

If Contractor enters into agreement with, or directs, the subcontractor to perform work on the Authority's behalf without the sole written permission of the Authority's Procurement Division, the Authority shall not be liable or obligated whatsoever for any goods, services, or other costs which are not expressly authorized by the Authority.

ARTICLE X – LIAISON, REPORTING AND ACCEPTANCE

- A. LIAISON: The Contractor shall maintain continuing liaison with and shall report to, as requested by the Authority, all affected public agencies, and the Contractor shall keep the Authority fully informed as to the progress of the Services at all times. The Contractor shall

do so not only through regularly issued progress and cost reports and minutes, as herein provided, but through close liaison between Authority personnel and Contractor personnel. The Contractor shall submit to the Authority minutes of any meetings attended by the Contractor relating to the Services within ten (10) days following such meetings.

- B. Reporting Responsibilities. The Contractor shall provide regular status reports and status briefings on a Task Order and any specific deliverable as requested by the Authority, in its sole discretion, and as detailed in the Task Order. The MTA reserves the right to request meeting notes and/or a written report for each meeting conducted by the Contractor
- C. Acceptance Criteria. The Contractor shall perform all Services (i) in accordance with this Agreement and the provisions of the applicable Task Order and (ii) within time and budget tolerances, as required by this Agreement and the Task order. All Services are subject to the Authority's review and acceptance.

ARTICLE XI – METHOD AND TIMES OF PAYMENT

- A. Contractor will be paid for Services performed in accordance with the provisions of Appendix A. Amounts payable under the provisions of Appendix A as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor which are directly attributable or properly allocable to the Services may be billed to the Authority periodically, but not more often than once each month, upon invoices certified to by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipted bills or other documents reasonably required by the Authority.
- B. The MTA Business Service Center (“MTA BSC”) is the component of the Metropolitan Transportation Authority that will make authorized payments to Contractor. All payments by the MTA BSC shall be made via Automated Clearing House (“ACH”). Contractor authorizes the MTA BSC to make payments to Contractor using an ACH designated by the MTA BSC. If you have not previously provided ACH instructions to the MTA BSC or if previously provided ACH instructions have changed, promptly upon award the Contractor shall prepare and submit current ACH information to the MTA BSC. The form for submitting that and other information, the Vendor Master Setup Maintenance form, is available online at <http://www.mtabsc.info/vendors/>.
- C. In addition to the Agreement number shown on the first page of this Agreement, the Authority has assigned a Purchase Order number to the Agreement, for control purposes. Separate Purchase Order numbers will also be assigned to any supplemental agreements that may be issued in future modifying the Agreement. The Contractor must ensure that when submitting invoices for payment, 1) the Purchase Order number as well as the Agreement number (both shown on the first page of the Agreement and Supplemental Agreement) are shown on invoices, and 2) the Company Name shown on invoices exactly matches the Company Name as it is shown on the first page of the Agreement or

Supplemental Agreement. Any invoice that is received by the Authority without the specific information required herein will be returned to the Contractor for correction and resubmission. Properly prepared invoices will be processed promptly for payment in accordance with the compensation provisions of this Agreement.

ARTICLE XII – RECORDS, ACCOUNTS, INSPECTION AND AUDIT

- A. The Contractor shall keep records and books of account, showing the actual cost to it of all items of labor, material, equipment, supplies, services and other expenditures of whatever nature for which compensation is payable under Appendix A.
- B. The Authority and its representatives shall at all times during normal business hours have access to the premises of the Contractor where its records are kept at a location within the New York City metropolitan area, and to all work and materials, books, records, correspondence, instructions, working papers, plans, drawings, specifications, receipts, vouchers and memoranda of every description of the Contractor pertaining to the Services, and the Contractor, at its expense, shall preserve such documents for a period of four (4) years after completion of services. Access shall include the assistance of such Contractor personnel and use of such Contractor equipment as necessary for the conduct of the audit or inspection.

ARTICLE XIII – LAWS

The Contractor agrees:

- (a) To comply with the provisions of all state, federal and local statutes, ordinances and regulations applicable to the performance of this Agreement;
- (b) To procure all legally required licenses and permits;
- (c) That any judicial or administrative claim it may assert will be brought exclusively in a New York State Court or administrative agency located within New York City; and
- (d) That this Agreement shall be governed by the laws of the State of New York excluding New York conflict of law rules.

ARTICLE XIV – BONDS AND INSURANCE

- A. The Contractor shall procure and thereafter maintain in force until completion of the Services or the earlier termination of this Agreement such insurance in such forms and such amounts as the Authority may require.
- B. The Contractor shall secure compensation for the benefit of, and keep insured during the life of the Agreement, such employees as are required to be insured by the provisions of the Worker's

Compensation Law. This Agreement shall be void and of no effect unless Contractor complies with the provisions of this section.

ARTICLE XV – LOSS OR DAMAGE TO PROPERTY OF THE AUTHORITY

The Contractor shall care for and protect all tangible and intangible property of the Authority which comes into the possession or custody of the Contractor, and shall, at its own cost and expense, repair or restore any such property which is lost or damaged to any extent due to its negligence.

ARTICLE XVI – AMOUNT OBLIGATED

- A. The total amount obligated under this Agreement is \$0, and the Authority may not be required to pay to the Contractor under this Agreement any sums in excess of that amount unless and until such amount shall have been increased by the amount obligated for a Task Order. If a Task Order provides for a fixed cost for the Task Order or a guarantee that the Task order will be completed within a not to exceed maximum cost, the Task Order shall be completed, as applicable for the fixed cost or within the guaranteed maximum cost. If the Task order is based on a time and material basis, the Contractor shall not be obligated to continue performance of the Task Order in excess of the total amount obligated for the Task Order, unless the cost of the Task order is increased by a Supplemental Agreement. If, at any time, the Contractor has reason to believe that the cost which it expects to incur in the performance of this Agreement in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the cost of a time and material task order, or if, at any time, the Contractor has reason to believe that the total cost to the Authority for the performance of any Task Order t will be greater or substantially less than the amount obligated for the Task order, the Contractor shall notify the Authority's Chief Procurement Officer in writing to that effect, giving the revised estimate of such total cost for the performance of this Agreement. No change in the scope of the Services, whether or not such change may have an effect on the cost of this Agreement, shall be made except pursuant to supplemental agreement between the parties.
- B. The Authority shall not be responsible for Contractor costs attributable to: i) Contractor or subcontractor mistakes or inefficiencies; ii) Contractor or subcontractor failure to timely identify and resolve problems; or iii) the training or other time required to bring a replacement person up to the level of proficiency and knowledge of the person being replaced.

ARTICLE XVII – MODIFICATIONS

- A. The Contractor must promptly notify the Authority's procurement representative ("Contract Manager"), in writing, of a potential change under this Agreement or a Task order, except that such notice is not required if the change is initiated by the Authority. The Authority's decision as to whether the work constituting an alleged change is in fact a change shall be final and binding upon the Contractor. In the event of a change, work shall be identified and the cost of the Task Order shall be appropriately adjusted upwardly or downwardly

through negotiations. Such negotiated change can only be authorized by issuance of a supplemental agreement by the Authority referencing and revising the Agreement or Task Order as applicable. Failure to promptly notify the Contract Manager of a potential change shall constitute a waiver of such claim. "Promptly notify" is defined as written notice received by the Authority from the Contractor within ten (10) days after Contractor is first aware of a potential change.

- B. If a negotiated agreement for the change cannot be reached, the Contractor may be directed by the Authority's Chief Procurement Officer or a Deputy Director of Procurement to perform such change pending further negotiations with the Authority's Procurement Division.
- C. The only persons authorized on behalf of the Authority to agree to a change or modification to this Agreement are the Authority's Chief Procurement Officer or a Deputy Directors of Procurement. Such an agreement must be in writing. No other person is authorized to change or modify this Agreement in writing or orally.

ARTICLE XVIII – DISPUTES

Except as otherwise provided in this Agreement, a dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Authority's Procurement Deputy Director or the duly authorized representative of the Chief Procurement Officer, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Authority shall be final and conclusive unless, within 10 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Authority a written appeal addressed to the Chief Procurement Officer. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the Authority's decision. The decision of the Authority's Chief Procurement Officer for the determination of such appeals shall be final and conclusive.

Nothing shall preclude Contractor from challenging the decision of the Authority's Chief Procurement Officer on the basis of a claim that such decision is arbitrary in a New York State Court or administrative agency located within New York City.

D. ARTICLE XIX – TERMINATION

The Authority may terminate this Agreement and/or any Task Order in whole or part at any time and for any reason (irrespective of whether the Contractor is in default) including the finding that the certification filed by the Contractor in accordance with New York State Finance Law, Section 139-k ("The "Lobbying Law") was intentionally false or intentionally incomplete. Promptly upon receipt of such notice and unless otherwise directed in writing by the Authority, the Contractor shall discontinue all work by its officers and employees, shall halt the placing of further subcontracts and orders for

services, materials, facilities or supplies and, insofar as possible, shall proceed to halt work under, and to cancel, all subcontracts and outstanding orders to the extent the same are reimbursable hereunder.

Upon termination without default of the Contractor, the Contractor shall be paid for services performed up to the effective date of termination, and the Authority shall have no further obligation to the Contractor for the applicable terminated Services. The Authority shall reimburse the Contractor for all reasonable cancellation charges incurred by it and should the Contractor be unable to arrange a cancellation under any such order or subcontract, it will follow the instructions of the Authority in the premises, in which event the Authority will hold the Contractor harmless from and against any loss or damages arising out of such order or subcontract and from the making of any further payments.

If the nature of the Services and termination or expiration of this Agreement require the need for a smooth transition as determined by the Authority, at the Authority's request Contractor shall cooperate with the Authority to assure a smooth transition.

ARTICLE XX – NON-DISCLOSURE/PERSONAL PRIVACY LAW

- A. For purposes of this Agreement, “Authority Data” means the following regardless of whether it is contained in existing or newly created in the future physical or electronic media at rest or in motion: Any and all i) Personal Information as defined in C below, ii) all other data, information and documentation of the Authority and the Affiliated Agencies, including current and revised technology assets and systems, procedures and methodologies for designing implementing or maintaining in general and specifically, with information technology and physical and electronic security, iv) the Authority's and the Affiliated Agencies' owned, licensed, or subscribed inventions, ideas and designs, design documents, equipment technology and software, v) reports and studies whether prepared by Authority, Contractor or a third-party and whether in development or completed, and v) Material prepared by or for the Contractor, any subcontractor, or by their respective consultants, agents, officers or employees in connection with performance of the Services, whether prior or subsequent to execution of this Agreement, and vi) the results of the Services.
- B. Except upon prior written approval of the Authority, the Contractor shall not furnish or disclose or allow its employees or agents, or subcontractors or their employees or agents, to furnish or disclose to any person or entity, (a) any Authority Data Ownership of all Authority Data that is in whole or in part the product of the performance of Services by the Contractor or its subcontractors hereunder shall become and is hereby granted to the Authority.
- C. Contractor further represent and warrants that, except as authorized by the Authority Project Manager in writing:
 - (1) The Contractor shall not remove any Authority Data from the MTA site and/or system(s);

- (2) The Contractor shall not send any Authority Data off Authority site even if such Authority Data is encrypted. By way of example, the transmission of Authority Data over email correspondence is prohibited;
 - (3) The Contractor shall not access the Authority Data via an external device connected over the web or otherwise;
 - (4) The Contractor shall not store any Authority Data on any of the Contractor's computers, laptops, tablets or other storage media, or cloud-based accounts;
 - (5) All Contractor staff assigned to perform this Agreement or an individual Task Order, will have successfully undergone Information Security Awareness training from a reputable vendor prior to receiving, reviewing and/or handling Authority Data and other sensitive and/or secure data. The Contractor shall provide training certifications for such staff if requested by the MTA. The MTA, in its sole and absolute discretion, shall determine whether such training certifications and/or credentials are sufficient.
- D. The relevant provisions of the New York Personal Privacy Protection Law (Article 6-A of the Public Authorities Law, the "PPPL") shall apply to this Agreement as if Contractor were an agency of the State of New York as defined therein. In addition to Contractor's obligations under Paragraph B above and E below, if, in connection with the performance of Services under this Agreement, Contractor receives or otherwise has possession or control of information which, because of any name, number, symbol, mark or other identifier, can be used to identify a person ("Personal Information"), such Personal Information shall be received, maintained and used by Contractor solely for the purpose of performing this Agreement and for no other purpose, in accordance with the Authority's security standards and shall be encrypted in accordance with the Authority's security standards. If Contractor receives a request for disclosure of Personal Information to any person or entity not expressly authorized under this Agreement, Contractor shall not comply with the request and shall instead promptly notify the Authority's Project Manager. If Contractor is required by law to comply with the request, to the extent lawful, Contractor shall delay complying with the request until Contractor notifies the Authority's General Counsel in the most expeditious manner possible (e.g., telephone, email, fax) and affords the Authority with the opportunity to lawfully oppose such request.
- E. Contractor shall require that before any Services are provided, that all persons and entities providing the Services on behalf of Contractor execute a Non-Disclosure Agreement" ("NDA") as set forth in a form provided by the Authority. Contractor represents and warrants to the Authority that Contractor has and will maintain and regularly enforce NDA's of the Authority or, its own form of NDA which is equal to or more stringent than MTA's NDA.

ARTICLE XXI – QUALITY OF DELIVERABLES

All computer programs, documentation, reports, studies, recommendations, data, and other products of the performance of the Services by the Contractor and its subcontractors shall be delivered to the Authority on such medium as requested by the Authority, with sufficient detail and

clarity, and with sufficient explanations and information, to enable the Authority to understand, apply, modify and maintain such products without further assistance.

ARTICLE XXII – DATA AND CYBER SECURITY

- A. All final and draft Authority data and Contractor deliverables and other work product which are within Contractor’s possession or control shall at all times be accessible to the Authority, and copies shall be supplied by the Contractor to the Authority at its request. This Contractor obligation applies even if the Contractor is in dispute with the Authority or may otherwise claim or have the right to withhold data or drafts from the Authority. At the Authority’s request, such access shall be provided in a manner that enables the Authority to remotely access the Authority data/deliverable/work product.
- B. Any and all Authority data and Contractor deliverables and work product in the Contractor’s possession, custody or control, within five business days from the date of expiration or earlier termination of this Agreement: i) shall be returned to the Authority; or ii) if the Authority determines that return of Authority data is not feasible, the Contractor shall destroy the Authority data (primary and backup copies) in an irretrievable manner and shall certify the same in writing to the Authority.
- C. Contractor shall comply with and require that all persons and entities providing the Services on behalf of Contractor comply with all applicable State of New York and Authority requirements for physical and electronic security that are known to or otherwise brought to the attention of Contractor.
- D. If the Contractor has access to or receives from the Authority any sensitive, confidential, or any other electronic files, information or any other data (“Protected Data”) in any form or format, it shall take all necessary best practice steps to ensure the physical and electronic security of such Protected Data in accordance with all applicable MTA and industry best practices methods, procedures and guidelines
- E. In the performance of the Services, Contractor shall have and require its employees, agents and subcontractors to have, maintain and monitor best practice physical and electronic cybersecurity systems, methods, and procedures (“Cyber Security Measures”). In the event that Contractor discovers or suspects any physical or electronic external or internal breach of the Cybersecurity Measures, (“Breach”) and regardless of whether any Protected Data is compromised:
 - (1) within 24 hours of when it first discovers or suspects the Breach, Contractor shall notify the Authority electronically via written notice to ThreatIntel@mtahq.org and verbally by telephone call to 646-252-7300.
 - (2) Contractor shall fully cooperate with the Authority to identify the nature, cause and severity of the Breach and shall be fully responsible for containing and/or mitigating the consequences of the Breach, and for any costs incurred.

- (3) Contractor shall also be fully responsible for any damages that may be sustained by the Authority and others as a result of the Breach.

ARTICLE XXIII – CONFLICT OF INTEREST

The Contractor represents that:

- (1) No officer, director, employee, agent, or other contractor of the Metropolitan Transportation Authority, or its respective subsidiaries and affiliates (collectively the "Authorities") or a member of the immediate family or household of any of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible or in connection with the grant of this Agreement.
- (2) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other contractor of the Authorities, or of the City or State of New York (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
- (3) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- (4) is an employee, agent, advisor, or consultant to the Contractor or to the best of Contractor's knowledge any subcontractor or supplier to Contractor.

As an exception to the above, the Authorities, in their sole discretion, may consent in writing to waive this provision with respect to an individual or entity if the Contractor provides the Authorities with a written request for such waiver, in advance, which identifies all of the individuals and entities involved and sets forth in detail the nature of the relationship and why it would not constitute a conflict of interest.

- (5) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of Contractor's obligations under this Agreement; provided that the Authorities, in their sole discretions, may consent in writing to such a relationship, provided Contractor provides the Authorities with a written notice, in advance, which identifies all the individuals and entities

involved and sets forth in detail the nature of the relationship and why it is in the Authorities best interest to consent to such relationship.

- (6) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest or professional standard. In the event there is a difference between the standards applicable under this Agreement and those provided by statute or professional standard, the stricter standard shall apply.
- (7) In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the Contract Manager. The Contractor shall thereafter cooperate with the Authorities' review and investigation of such information, and comply with the instructions Contractor receives from the Contract Manager in regard to remedying the situation.

ARTICLE XXIV – MULTI-AGENCY USE

Any affiliate or subsidiary of the Metropolitan Transportation Authority can utilize the same pricing, terms and conditions as set forth in this Agreement.

ARTICLE XXV – AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

This Agreement is subject to the Affirmative Action/EEO Requirements attached hereto as Appendix B. The Contractor is required to comply therewith.

ARTICLE XXVI – MINORITY [DISADVANTAGED] BUSINESS ENTERPRISE

The provisions of the MBE/WBE program as described in the Authority's Request for Proposals referenced above and attached hereto as Appendix D are incorporated herein. The Contractor agrees to comply therewith, and to meet the established goals of awarding 15% and 15% of the total amount obligated under the Agreement to minority and women-owned and controlled firms (MBE/WBEs), respectively and 6% to Service Disabled Veterans.

ARTICLE XXVII – PROCUREMENT LOBBYING DISCLOSURE (THE “LOBBYING LAW”)

This Agreement is subject to the provisions of New York State Finance Law, Sections 139-j and 139-k (the “Lobbying Law”), which became effective on January 1, 2006. The Lobbying Law, which is designed to restrict lobbying by Offerors and lobbyists on governmental procurements, is summarized in Attachment F to the Request for Proposals that resulted in the award of this contract. Among other things, the Law imposes fines and penalties against persons and organizations that engage in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators. The Contractor agrees to the following:

- A. The affirmation, certifications and disclosure of prior non-responsibility determinations submitted with the Contractor's Proposal are incorporated herein by reference.
- B. If applicable for certain modifications that may be made in future to this contract, the Contractor will be required to submit new disclosure and certification forms (**Disclosure of Prior Non-responsibility Determinations** and the "**Affirmation and Certification**") with its proposal for the contract modification. The Contractor would be required to disclose findings of non-responsibility due to intentional provision of false or incomplete information to a covered agency or authority within the past four years with respect to the Lobbying Law.
- C. Contractor may be in default in the event it is found that the Contractor's "Affirmation and Certifications" form and its "Disclosure of Prior Non-responsibility Determinations" form submitted with its proposal were intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor in accordance with the terms of this Contract.

ARTICLE XXVIII – NEW YORK STATE COMPTROLLER REVIEW/APPROVAL

In accordance with Public Authorities Law §2879-a, this contract may be subject to review and/or approval of the Office of the State Comptroller (OSC), and shall not be valid, effective or binding until it has been approved by the OSC, if such review and/or approval is required.

ARTICLE XXIX – FEDERAL PROVISIONS

NOT APPLICABLE.

ARTICLE XXX – EMPLOYMENT ELIGIBILITY VERIFICATION (Form I-9)

The Contractor is responsible for complying in all respects with the Immigration Reform and Control Act of 1986, as amended ("IRCA"), with respect to all persons performing Services on its behalf in connection with this Agreement, including employees and agents of Contractor and any subcontractor. Specifically, for each such employee/agent, including a person who is a United States citizen, Contractor is responsible for completing and retaining and causing any subcontractor to complete and retain, an Employment Eligibility Verification Form (Form I-9), in accordance with the applicable laws and regulations. The Contractor will assume any and all liability, including the defense thereof, that may result from a claim or finding that the Contractor or any subcontractor violated the IRCA with respect to any person performing Services on its behalf in connection with this Contract.

ARTICLE XXXI – PRIOR AUTHORIZATION

This Agreement supersedes the Authority's Letter of Authorization dated May 15th, 2020.

ARTICLE XXXII – CERTIFICATION OF COMPLIANCE WITH THE LOBBYING LAW

By signing this Agreement, the Contractor also certifies that all information provided to the Authority with respect to New York State Finance Law, Sections 139-j and 139-k (the “Lobbying Law”) is complete, true and accurate.

ARTICLE XXXIII – IRAN DIVESTMENT ACT

This Agreement is subject to New York State Finance Law 165-a, Iran Divestment Act of 2012 which requires the Office of General Services to post on its web site (<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) a list of persons who have been determined to engage in investment activities in Iran. The Authority may not enter into or award a Contract unless it obtains certification, Attachment H, from a Proposer that they are not on the list. Certification must be returned with proposal documents.

ARTICLE XXXIV – METROPOLITAN TRANSPORTATION AUTHORITY VENDOR CODE OF ETHICS

By signing this Agreement, the Contractor agrees to: a) continue complying with the terms of the MTA Vendor Code of Ethics, which has been made available for viewing on the MTA website at www.mta.info/mta/procurement/vendor-code.htm; and b) continue reporting to the Authority, during the term of this contract, any change in circumstance, including but not limited to conflicts of interest, that materially affects the previously submitted “Proposer’s Certification of Compliance with the Vendor Code of Ethics” or subsequent update(s) submitted to the Authority under this contract.

ARTICLE XXXV – COMPLIANCE WITH PUBLIC AUTHORITIES LAW §1279-H

In accordance with Public Authorities Law §1279-h, the Contractor will be subject to debarment and will not be permitted to bid on future MTA contracts for a period of five years if the MTA, after completing the debarment process established by it pursuant to regulation, determines that the Contractor failed to substantially complete the work within the time frame set forth in the contract, or in any subsequent change order, by more than ten percent of the contract term, or that the Contractor’s disputed work exceeds ten percent or more of the total contract cost where claimed costs are deemed to be invalid pursuant by the contractual dispute resolution process.

ARTICLE XXXVI – ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

- A. Entire Agreement. This Agreement constitutes the entire agreement between the Authority and the Contractor. The Authority is not bound by any: a) written or oral statement or representation which is not set forth in this Agreement; and b) any written or oral change to this Agreement which is not set forth in a duly executed supplemental agreement to this Agreement. Accordingly, the Authority is not liable or obligated for any goods, services, or other costs which are not expressly set forth in this Agreement.

B. Order of Precedence. In the event of a conflict between terms of the Contract Documents, the following order of precedence shall prevail:

- (1) this Agreement, including all attachments, appendices and exhibits hereto;
- (2) the Authority's RFP, including Attachment A – Statement of Work and any and all other attachments, appendices and exhibits thereto; and
- (3) the Contractor's RFP Proposal.

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


METROPOLITAN TRANSPORTATION AUTHORITY

BY _____
Authorized Officer

APPROVED AS TO FORM:

BY _____
Senior Associate Counsel

V Group Inc.

BY  Ankin Shah
Authorized Officer

accounts@vgroupinc.com
E-mail Address

52-2175892
Federal Tax Identification No.