

COVENDIS MSP/VMS SUPPLIER AGREEMENT

1. Definitions. The following terms shall have the meaning indicated below (all terms defined in this section or in any other provision of this Agreement in the singular are to have the same meanings when used in the plural and vice versa):

“Agreement” means this Covendis MSP/VMS Supplier Agreement, together with any exhibits, schedules or attachments hereto, as such may be amended, modified or supplemented from time to time.

“Bill” means, with respect to a Supplier, a time and expense bill or bill for work completed, submitted by such Supplier or its Staff, as the case may be, to the Customer, through the MSP/VMS or otherwise.

“Billing Period” shall be weekly and shall extend from Monday through Sunday unless otherwise defined in the exhibits, schedules or attachments

“Contract” means that document or record created following the successful onboarding of any Staff following an accepted and approved Proposal that includes but is not limited to candidate information, scope or statements of work, pricing, and duration. Unless otherwise expressly so provided in the Contract, Customer and Covendis, as Customer’s agent, reserve the right to amend, supplement, suspend or terminate a Contract at any time. In no event shall Covendis be construed as responsible, directly or indirectly, for the payment or performance of the Customer’s or Supplier’s obligations under the Contract, or any Bill, or for the matters contained in any Requisition or Proposal.

“Covendis” means uWork, Inc. a Delaware corporation d/b/a Covendis, its successors and assigns.

“Customer” means any entity or organization, including but not limited to its divisions, departments, institutions, subsidiaries, affiliates, partners, suppliers, customers, successors, and assigns, that enters into a Customer Agreement with Covendis or otherwise agrees to be governed by its terms and is listed in Schedule A. Additional Customers may be added by Covendis by completing an additional schedule A for each new Customer. “Customer Agreement” means that certain agreement by and between Customer and Covendis, including all exhibits and addenda thereto, as the same may be amended or supplemented from time to time by agreement of Customer and Covendis, pursuant to which Covendis agrees to provide vendor management services to Customer. Supplier is not a party to the Customer Agreement and shall have no contractual or other rights it may claim from Customer or Customer thereunder.

“Employee” means any person, under common law rules, is determined to be in the service of another under any contract of hire, express or implied, oral or written, where the employer has the power or right to control and direct the employee in the material details of how the work is to be performed.

“Invoicing Date” shall be monthly and is generally scheduled for, unless otherwise specified in Schedule A, the written policies and procedures, or posted online within the Covendis MSP/VMS, the second Monday following the end of the last Billing Period that falls within the Invoicing Period as defined below.

“Invoicing Period” shall be monthly and shall extend from the first day of the month through the last day of the month unless

otherwise specified in the applicable Schedule A.

“Losses” means claims, demands, liabilities, losses, costs or expenses, including reasonable attorneys’ fees of any nature whatsoever (whether for personal injury, property damage or otherwise) arising under any theory, including breach of contract or warranty, tort (including negligence), statutory liability, or strict liability.

“MSP” means the Managed Solutions Provider (or Program), a solution for managing staffing and other services, and the end-to-end staffing and services process (Procure-to-Pay).

“Onboarding” means that document or record evidencing a Customer’s acceptance and approval of any Staff to fill a position under a specified Requisition for a specified duration and rate.

“Proposal” means a submission, in the form available in the MSP/VMS at the time of submission that the Customer deems qualified to fill a Requisition submitted by the Customer through the MSP/VMS, including but not limited to required pricing, candidate skills, qualifications, and credentials.

“Program Manager” means an individual or individuals designated by Covendis and approved by Customer to act on Customer’s behalf with respect to the use of the MSP/VMS.

“Requisition” means that document or request distributed by Covendis through the MSP/VMS that contains specifications and requirements pertaining to a need for services to be procured from a qualified Supplier in accordance with the terms and conditions of the Customer Agreement.

“Staff/Key Persons” means employees and, as the context requires, permitted subcontractors of Supplier who are engaged

to perform services for a Customer hereunder.

“Supplier” (also “Contractor”) means, at any time, a vendor under contract with Covendis who is eligible (as determined by Covendis in its sole discretion) to receive Requisitions, submit Proposals and/or provide services to a Customer at such time and who has duly completed all requirements, and is not disqualified from providing services to the applicable Customer.

“VMS” means the Vendor Management Solution, a solution for managing the end-to-end process (Procure to Pay) of staffing and other services enabled through the use of web-based systems.

2. Nature of Agreement.

Covendis and Customer have entered into a Customer Agreement pursuant to which Covendis provides to Customer MSP and/or VMS services. Covendis desires to subcontract certain services to Supplier. Supplier shall use and access the MSP/VMS only as approved by Covendis and necessary to carry out its subcontracted responsibilities to Covendis, subject to the terms, conditions, and limitations imposed by Covendis hereunder. Applicable requirements of the Customer Agreement that are stated in the Contract, or this agreement, which may include but not be limited to the specifications, scope of work, and adherence to federal, state, and local regulations and Customer policies shall flow down to Supplier and become part of this Agreement. In the event of a conflict, the stricter of the requirements shall apply.

3. Obligations of Supplier.

a) In order for Supplier to receive Requisitions, submit Proposals and/or render services to a Customer, Supplier agrees that during the term of this Agreement, it shall maintain eligibility (based on policies established by Covendis

in its sole discretion), meet the qualifications, and adhere to the other policies and procedures established by Covendis from time to time, as such requirements and policies may be amended from time to time. Covendis, acting in consultation with Customer, reserves the absolute right and discretion to establish and, as it sees fit, amend or supplement eligibility requirements, qualifications, policies and procedures applicable to Supplier and Staff with respect to existing or future Contracts, Requisitions and Proposals. Such an amendment or supplement shall be effective following a minimum 10 days' notice period (a) for an existing Contract, if the amendment or supplement is required by the Customer or is a system-wide change adopted by Covendis for all suppliers, and (b) in all other cases, for new Contracts or renewals of existing Contracts at the time the new Contract or renewal is executed. Supplier may exercise its option for termination for convenience if it disapproves of the amendment or supplement.

b) Upon receipt of a Requisition, Supplier may submit one or more Proposals through the MSP/VMS within a time frame as specified. Prior to the submission of a Proposal for any Requisition, unless waived by Covendis, Supplier shall confirm that any Staff submitted in connection with the Proposal has good references and qualifications, shall confirm availability of Staff to complete the services requested, and shall use its best efforts to verify that information provided in the Proposal is complete, accurate and up-to-date. In furtherance thereof, unless waived in writing by Covendis, the Supplier shall have a background verification completed (to at least the minimum standards required by Customer or Covendis) for any Staff to perform services for Customer and submitted to Customer according to policies and procedures set forth by Covendis

hereto, as they may be amended from time to time. Supplier shall refrain from assigning any Staff to any task with Customer if such investigation reveals a disregard for the law or other background which indicates an unacceptable risk. Supplier acknowledges that the Program Manager shall act on behalf of Customer and notify Supplier regarding interviewing and the ultimate engagement by Customer. Pricing information contained within Proposals are considered binding for each Requisition and, if accepted, shall not be increased through the end of the Contract duration or Contract extensions or renewals, except as provided for by Covendis.

c) Supplier shall submit (or cause its Staff to submit) Bills (e.g. Time, Expense or Milestone Bills) for services rendered during each Invoicing Period by noon on the first business day following the end of the last Billing Period that falls within such Invoicing Period. Covendis and Customer shall authorize Supplier to access and use the MSP/VMS for the purpose of submitting such Bills. If Supplier (or its Staff) fails to file Bills within 60 days after the end of the Invoicing Period that the work is performed or Expense Reports within 60 days after the end of the Invoicing Period that the expense is incurred, then Supplier waives any and all claims for compensation or reimbursement with respect to such time or expenses, unless otherwise specified in Schedule A.

d) Supplier hereby acknowledges and agrees that Candidates and Staff assigned by Supplier to Customer are not employees of Customer or Covendis within the application of any federal, state or local laws or regulations, including common law, and including but not limited to laws or regulations covering unemployment insurance, retirement benefits, and liability with respect thereto. Supplier agrees that it will abide by all state and federal wage and

hour laws, including properly classifying Staff provided to Customer and providing supervision as necessary or required. Supplier also agrees that it will comply with the provisions of the Immigration Reform and Control Act (IRCA) as well as with all applicable labor and employment laws and regulations, including laws prohibiting discrimination in employment. Supplier shall immediately report to Customer's human resources department any complaint made by Supplier's Staff of unlawful harassment or discrimination related to their assignment at or on behalf of Customer. Supplier also agrees to comply with any prohibition or restriction imposed by Customer on the use of off-shore performance of services. In addition to its general obligation as set forth in Section 12 below, Supplier shall indemnify, defend and hold harmless Customer and Covendis, and their respective agents, directors, officers and employees from and against any and all loss, damage, or liability resulting from Supplier's failure to comply with the provisions of this Section or any finding that Customer or Covendis was or is a deemed a statutory "employer" or "co-employer" of any Staff or any Staff provided by Supplier in response to a Requisition.

e) Supplier shall require all Staff engaged by Supplier working at Customer's site to adhere to Customer's workplace policies. Supplier is responsible for assuring the quality and the supervision of its Staff while such Staff are providing services for Customer, subject to whatever directions or conditions that Customer may provide such Staff. Neither Supplier nor Supplier Staff shall engage in any activity at any Customer worksite or in any other work context intended by Supplier or Supplier Staff to recruit other Staff to Supplier's organization or to solicit additional Requisitions. Supplier shall cause each of its permanent and hourly employees (i.e., non-subcontractors) providing services on its

behalf to Customer to sign any documentation required by Customer or Covendis.

f) Supplier shall only use (and require that its Staff only use) software on projects for a Customer that have been pre-approved by such Customer and have been scanned for computer viruses. Supplier shall also require that any computer software or Internet services used at any facility of any Customer be directly related to the services being performed by such Supplier (or its Staff) for such Customer.

g) In the event that a Customer or Covendis has entered into or enters into agreements with other contractor/suppliers for any other work, related or unrelated, Supplier agrees to reasonably cooperate with such other contractor/suppliers as appropriate to facilitate the performance of each contractor/supplier's work and maintain a professional atmosphere. Neither Supplier nor its Staff shall commit any act which will interfere with the performance of work by any other contractor/supplier.

4. Insurance.

Within 10 days of this Agreement and any applicable Schedule A, Supplier shall procure and maintain insurance as specified in this section and applicable Schedule A. Supplier shall procure the insurance policies at its own expense and shall provide Covendis with a Certificate of Insurance naming both Covendis and the Customer as additional insureds (certificate holders) and referencing this agreement. The insurance certificate must document that the liability insurance coverage purchased by the Contractor/Supplier includes contractual liability coverage to protect the Customer and Covendis. If Covendis or Customer is damaged by the failure of the Supplier to maintain such insurance, then Supplier shall be responsible for all

reasonable costs properly attributable thereto. In addition, the insurance certificate must provide the following information:

- A. Name and address of authorized agent,
- B. Name and address of insured,
- C. Name of insurance company (licensed to operate in Customer's State(s)),
- D. Description of coverage in standard terminology,
- E. Policy period,
- F. Policy Number
- G. Limits of liability,
- H. Name and address of certificate holder,
- I. Acknowledgment of notice of cancellation to the Customer,
- J. Signature of authorized agent,
- K. Telephone number of authorized agent,
- L. Details of policy exclusions in comments section of Insurance Certificate.

Supplier will maintain the coverage included in Schedule A for the longer of (a) the term of this Agreement or (b) the term of any applicable Contract.

Notice of cancellation of any required insurance policy must be submitted to Covendis when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

5. Fees and Billing.

a) The fees and expenses for services rendered by a Supplier to Customer shall be those agreed to by the Customer in connection with the solicitation of the services of the Supplier. In compensation for its services hereunder, Supplier shall pay Covendis a fee as specified in Schedule A. Unless otherwise specified in Schedule A, Supplier acknowledges that (i) Covendis shall

deliver, on the Invoicing Date, to Customer, an aggregate invoice for the fees and expenses evidenced by Bills approved by such Customer during such Billing Period for all services provided for or on behalf of such Customer, (ii) Customer shall pay to Covendis, and not to Supplier, the full amount of each invoice, and (iii) Covendis shall remit within five business days after receipt of full payment from the applicable Customer (but solely to the extent of the receipt of such payment) to each Supplier the portion of such payment owed to the Supplier for services rendered and expenses incurred pursuant to such invoice ("Invoice Amount"). With respect to the payments to be made by Covendis to Supplier pursuant to this Section 5, Supplier acknowledges that it will be paid by corporate check issued by Covendis (or one of its subsidiaries) unless Covendis in its discretion determines to make such payment by wire transfer or electronic funds transfer, in which case Supplier agrees to reasonably cooperate with Covendis in effecting any such wire transfer or electronic funds transfer. Any fees associated with such payment by Covendis (including credit card processing fees in the rare occasion that Customer pays by card) may be deducted from the amounts otherwise payable to Supplier pursuant to this Section 5.

b) Customer, in its Customer Agreement, shall be required to agree not to unreasonably withhold approval of any proper Bill submitted to Covendis and will notify Covendis and Supplier if Customer disputes item(s) contained in a Bill. Moreover, Customer shall be required to agree as part of its Customer Agreement to pay on a timely basis any fees and expenses except in the event of a dispute by Customer or for other good cause. However, Covendis is not responsible for any delay in approval or payment of a Bill by Customer. Payment of a Bill shall not

preclude Customer from making claims or objections to a Bill if there are errors or issues with the work required to be performed.

c) In the event that a Customer pays Covendis a partial amount or partial amounts of an aggregate invoices, Supplier acknowledges that Covendis shall remit to each Supplier, within 5 business days of the 15th day of each month, the portion of such payment (but solely to the extent of the receipt of such payment) the portion of such payment owed to the Supplier for services rendered and expenses incurred pursuant to such invoice ("Invoice Amount") received through the 10th day of such month.

d) In the event that a Customer pays Covendis any amount directly or indirectly related to amounts payable to Supplier by credit card, wire transfer or similar means of electronic funds transfer, then any costs associated with the receipt of such payment by Covendis may be deducted from the amounts otherwise payable to Supplier pursuant to this Section 5.

e) To the extent Supplier's fees and charges are for amounts due from Supplier to Supplier's Staff or Subcontractors, Supplier agrees to pay such Staff and Subcontractors in a timely manner in accordance with the terms Supplier may establish with them, but in all cases, not significantly later than the time Supplier is paid the corresponding fees and charges. Covendis may at its option, at any time, require Supplier to furnish Covendis with a payment bond in such amount as Covendis may specify to secure full and prompt payment by Supplier of amounts due its Staff and/or Subcontractors.

f) Covendis may elect to provide, and Supplier may elect to accept, payments for Invoice Amounts in advance of Customer payments for mutually agreed fees and deductions.

6. Taxes. Supplier shall be responsible for payment of all applicable taxes associated with the performance of this Agreement (other than taxes based on income reported by Covendis) including, but not limited to, federal, state and local personal income taxes, withholding obligations, and other payroll taxes payable with respect to the compensation of Supplier, its employees, agents and/or contractors. Supplier shall forthwith pay all taxes lawfully imposed upon it with respect to this Agreement or any product delivered to Customer in accordance herewith including without limitation any and all sales and use taxes imposed upon it with respect to this Agreement or any product delivered to Customer in accordance herewith including without limitation any and all sales and use taxes imposed upon Customer or Supplier in connection with any services and or other deliverables of Supplier hereunder. The charges payable to Supplier under any Proposals and resulting Acceptances shall be inclusive of all taxes payable by it hereunder whether or not any such taxes are separate reflected in any such Proposal or Acceptance. Supplier shall reimburse, indemnify and hold Covendis and Customer harmless for any taxes or associated liabilities, expenses or penalties incurred or paid by Covendis or Customer in connection with federal, state and local personal income taxes, withholding obligations, and other payroll taxes payable with respect to the compensation of Supplier, its employees, agents and/or contractors. Covendis nor Customer makes any representation as to the liability or exemption from liability of the Supplier to any tax imposed by any governmental entity.

7. Representations and Warranties.

a) Each party hereto represents and warrants to the other party that (i) it is either a natural person or a validly existing entity duly authorized and licensed to do

business in each jurisdiction where its services under this Agreement are to be performed, (ii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, by such party have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms, and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, by such party does not, and will not, conflict with or result in breach of any agreement, indenture or other instrument binding on such party.

b) Supplier (with respect to itself and any Staff providing services on its behalf) expressly warrants for the benefit of the Customer that the services to be performed by Supplier for any Customer shall be performed in a workmanlike manner, subject to the reasonable requirements of the applicable Customer. Supplier further warrants that all work assigned and performed by it (or its Staff) shall be performed substantially in accordance with the requirements of the Customer for whom such services are being performed. Supplier further represents that all work assigned by a Customer will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time services are provided. In performing work assigned to a Supplier through the system, which requires that the Supplier provide any parts or materials, Supplier covenants that it shall use only new standard parts/materials or parts/materials equal in performance to new parts unless otherwise agreed to in writing by the Customer for whom such parts or materials are being provided.

c) Unless otherwise specified under the applicable Schedule A, if any Staff placed by Supplier with a Customer is determined by such Customer or Covendis to be

unacceptable for any reason within a period of 10 business days following the date that such Staff first provides services to such Customer (in connection with any single assignment), then such Customer or Covendis may terminate the services of such Staff and not be obligated to pay any amount to Supplier for any services provided by such Staff. Upon such termination of Supplier Staff, Covendis, in its sole discretion, may provide such Supplier with a reasonable time period (determined by the circumstances existing at the time of the termination) to replace the terminated Staff, at the same cost as the terminated Staff; provided Customer does not prohibit or restrict such replacement by Supplier.

d) Except as otherwise expressly authorized by a Customer in a Contract, all materials produced by Supplier assigned Staff in performance of work under such Requisition, including but not limited software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire by Supplier and its Staff for Customer to the fullest extent allowed by law and shall be the property of the Customer. If any of such material or work product (whether in process or completed) and all associated intellectual property rights do not qualify as work made for hire by Supplier owned by the Customer under applicable law, then Supplier agrees, and shall require its Staff to agree, that such material and work product and all associated intellectual property rights shall be assigned to Customer automatically upon their creation or delivery to Customer, without any requirement of additional consideration or further written documentation. Supplier agrees, and shall require its Staff to agree, to take such further actions and sign and record such further documents as Covendis or Customer may request to give effect to this Section. This assignment of rights does

not include pre-existing Supplier property (other than components of a system as described in Section 9 below) or pre-existing intellectual property rights therein or any invention that Supplier (or its Staff) might develop during his/her/its own time without using Customer's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate to Customer's business, or actual or demonstrably anticipated research or development of Customer, or result from any work performed by such Supplier for Customer. Supplier agrees to assist Customer (at Customer's expense) by taking any actions (including execution of assignments or such other documents as Customer may request) in order for Customer to obtain and enforce patents, copyrights or other rights in any country relating to proprietary information as described in this Section 8(c).

8. Confidentiality and Ownership of Proprietary Information.

a) Supplier acknowledges that, in the course of providing services hereunder, Supplier may have access to the confidential information of Customer or Covendis (each, as applicable, a "Disclosing Party") and Covendis may have access to background check results and other confidential information relating to Supplier Staff and representatives (for purposes of this Section 8, Supplier and Covendis are sometimes referred to as a "Receiving Party"). Receiving Party agrees that it shall take reasonable steps to protect the Confidential Information (as defined below) of Disclosing Party, using reasonable methods that are no less stringent than the methods used by Receiving Party to protect its own proprietary information, during the term of the Agreement and thereafter, and shall prevent the duplication or disclosure of Confidential Information, other than by or to its employees who must have access

to the Confidential Information to perform such party's obligations hereunder, provided that Receiving Party shall make such employees aware of the restrictions of this Section 8. "Confidential Information" shall mean (1) with respect to Supplier, records or information in the possession or under the control of Disclosing Party relating to the technology products or business of Disclosing Party in oral, graphic, written, electronic or machine readable form (including, without limitation, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions (whether patentable or not), and all information relating to customers, customer transactions and strategies) or the terms of this Agreement and which includes candidates, pricing, business-related information and other confidential, sensitive or proprietary information and (2) with respect to Covendis, information obtained in performing or reviewing background checks on Candidates or other information regarding Candidates or Staff of Supplier that is deemed confidential as a matter of law. Confidential Information does not include information that: (a) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of said information to the Receiving Party ("Time of Disclosure"); (ii) was in the public domain prior to the Time of Disclosure; (iii) became part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Receiving Party, its employees, or agents; or (iv) was supplied to the Receiving Party after the Time of Disclosure without restriction by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence. Receiving Party may disclose Confidential Information that is required to be disclosed

to a governmental entity or Customer in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or Customer (including a court order or subpoena), provided, that prompt notice thereof is given to the Disclosing Party and reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the Disclosing Party to do so. In addition to the foregoing, Supplier expressly agrees to immediately remove any of its Staff from any work with a Customer upon either Covendis or such Customer giving notice to it that such Staff has failed to meet the confidentiality obligations or standards of this Agreement.

b) Supplier acknowledges that Customer's Confidential Information may include Personally Identifiable Information relating to Customer's customers, employees and other third parties, all of which shall be treated by Supplier as Confidential Information. "Personally Identifiable Information" means any and all information provided by Customer or collected by Supplier for Customer (a) that identifies, or when used in combination with other information provided by Customer or processed by Supplier on behalf of the Customer identifies, an individual, or (b) from which identification or contact information of an individual person can be derived. Personally Identifiable Information can be in any media or format, including computerized or electronic records as well as paper-based files. Personally Identifiable Information includes, without limitation, a person's name, home and work contact information, email address, social security number, social insurance number, or other government-issued identifier, and all information about the individual's

relationship with Customer (such as compensation and benefits information, education, training and professional qualification data, job information, health and disability data, products and services purchased data, products and services usage data, etc.) Additionally, to the extent any other information (such as, but not necessarily limited to, biometric information) is associated or combined with Personally Identifiable Information, then such information also will be considered Personally Identifiable Information. This Section is in addition to any other agreements that may exist between the parties regarding the confidentiality, security, handling, storage or use of Personally Identifiable Information.

c) Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

d) Upon the request of Covendis or Customer at any time during or after the term of Supplier's engagement, Supplier shall disclose and deliver all work product, work-in-process, work papers, project documentation, deliverables, test scripts, communications, and reports (in electronic or hard copy form) produced by Supplier or its Staff in the performance of services for Customer, including the source code version of programming. Upon the request of Covendis pursuant to Section 19, Supplier shall allow Covendis to inspect and audit Supplier's work logs and files to verify delivery of all such materials. Supplier

agrees to provide written certification of its compliance with this Section at the request of Covendis.

9. Originality and Copyright/Patent Indemnification.

a) Unless otherwise expressly agreed to in any applicable Requisition or Acceptance of a Customer, all materials produced by Supplier in performance of any work with such Customer shall be of original design and development by the Supplier and will be specifically developed for fulfillment of its agreement with such Customer. If Supplier intends to use or incorporate any component(s) of a system already in existence, Supplier shall first notify the applicable Customer, who, based upon whatever investigation that such Customer may elect to make, may direct the Supplier not to use any of such component(s). If the Customer, in its sole discretion, authorizes the use of such component(s), Supplier shall use such component(s) at Supplier's sole expense, after obtaining and providing the Customer with a copy of the written consent of the party owning such component(s). In any event any such component shall be warranted as specified in any applicable agreement between the Customer and the Supplier and Supplier will arrange to transfer to the Customer a perpetual license to such component and shall indemnify the Customer and Covendis with regard to any copyright or patent infringement as specified in this Section except that in no event shall Supplier be responsible for the matters listed in the second sentence of Section 9(b). Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the Customer or Covendis and indemnify the Customer and Covendis against any award of damages and costs made against the Customer or Covendis by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the

software constitutes an infringement of any United States Letters Patent, or copyright provided that the Customer or Covendis, as applicable, gives Supplier immediate notice in writing of the institution of such suit, permits Supplier to fully participate in the defense of the same and gives Supplier all available information, assistance and authority to enable Supplier to do so. Subject to approval of the Attorney General of the Customer, the Customer or the Customer shall tender defense of any such action to Supplier upon request by Supplier. Supplier shall not be liable for any award of judgment against the Customer, the Customer or Covendis reached by compromise or settlement unless Supplier accepts the compromise or settlement. Supplier shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the Customer, any Customer or Covendis unless approved by the Customer, the Customer or Covendis, as applicable.

b) In case any software is in any suit held to constitute infringement and its use is enjoined, Supplier shall, at its option and expense: (1) procure for the Customer the right to continue using the software or (2) replace or modify the same so that it becomes non-infringing; or (3) remove the same and cancel any future charges pertaining thereto. Supplier, however, shall have no liability to the Customer or the Customer if any such patent, or copyright infringement or claim thereof is based upon or arises out of: (1) compliance with designs, plans or specifications furnished by or on behalf of the Customer as to the software; (2) the use of the software in combination with apparatus or devices not supplied by Supplier; (3) the use of the software in a manner for which the same was neither designed nor contemplated; (4) the claimed

infringement of any patent or copyright in which the Customer or any Customer or affiliate thereof has any direct interest by license or otherwise; (5) Supplier's use of Customers-supplied equipment or technology; or (6) any process designed or engineered primarily by Customer or Customer's other suppliers. The foregoing states the entire liability of Supplier for or resulting from patent or copyright infringement or claim thereof.

10.10. Termination of Services and Loss of Funding.

a) Supplier agrees that if Customer or Covendis, in its sole discretion, determines that any Staff of Supplier are unacceptable for any reason, Customer or Covendis may request that such Staff's services to Customer be terminated and Covendis will terminate such Staff services immediately with no further obligation on the part of Customer other than payment of any invoice for such Staff's services rendered prior to such termination, except as set forth in 7(c).

b) If the source of payment for the total obligation of any Customer for services to be provided by Supplier no longer exists or is insufficient for Customer to meet its obligations hereunder, then any Contract, Customer Acceptance, or Requisition relating thereto shall immediately terminate without further obligation of the Customer or Covendis as of that moment. The foregoing notwithstanding the Customer shall be required to make reasonable effort to give at least thirty (30) days' notice (or such lesser notice as is practicable) to Supplier and Covendis when it determines that the loss of such source of payment is a reasonable possibility or probability. In all events Customer shall be required to covenant to give immediate notice to Supplier and Covendis upon the occurrence of any event that renders the source of payment for the total

obligation of Customer for the services to be provided by Supplier no longer in existence or otherwise insufficient. Customer shall further covenant that it shall remain obligated to pay for services performed and accepted by Customer prior to such termination. The good faith determination of Customer as to the occurrence of the events stated in this Section shall be conclusive.

c) With regard to any Contract, a Customer or Covendis may cancel such Contract for any reason (or no reason) immediately upon providing notice to Supplier, provided that the Customer shall pay any amounts due and payable for services received prior to such termination.

11. Discipline, Suspension and Termination.

a) In the event that Covendis has reason to believe that Supplier at any time (i) is not in compliance with eligibility requirements, qualifications, or other policies or procedures established by Covendis, (ii) has provided false or misleading information or documentation to Covendis or Customer, (iii) acts, or knowingly causes or permits its Staff to act, in any manner, that is in violation of any law or ordinance, or, in violation of any rule or policy of the Customer or Covendis, or (iv) fails to maintain and pay Staff as necessary to meet the terms of each Contract, Covendis may do any of the following in any combination: (I) suspend Supplier's access to and use of the MSP/VMS, (II) audit Supplier's compliance status; (III) impose sanctions that Supplier must meet in order to maintain eligibility; (IV) suspend or terminate this Agreement; (V) amend, suspend, reduce, terminate or transfer Contracts of the Supplier then in effect; (VI) reassign Key Persons named in any Contract as necessary to fulfill the terms of the Contract; (VII) withhold or redirect payment as appropriate to reserve for or mitigate the damages for such issues.

b) Covendis or Supplier may terminate this Agreement, at its convenience, at any time on ten (10) days written notice.

c) Following receipt of notice of termination of or a change to this Agreement or any Contract, Supplier agrees to terminate and/or reassign Staff (including Subcontractors) as directed by Covendis. Supplier and/or its Staff, or any other contractor, may be allowed to continue to provide such services as directed by Covendis, including, but not limited to, terms and conditions.

d) Upon termination of this Agreement or any Contract, Supplier shall deliver, without charge to Customer, any supplies or equipment provided by Customer for use by Supplier (or any of its Staff) in performing services for Customer, all materials produced under Section 8(c), and all physical property and documents or other media (including copies) that contain Confidential Information of Customer.

e) Supplier shall also, without charge, respond to requests of Covendis or Customer for any work performed or bills submitted for any Contract whether or not completed.

f) At Covendis' request, Supplier shall provide Covendis with written certification of compliance with this section and any other applicable terms of the Agreement.

12. Survival.

The following provisions of this Agreement shall survive any termination of this Agreement in accordance with Section 11 above: any payment provision relating to any amounts due but not paid at the time of such termination, expiration, or extension of services as provided in Section 11(c), Sections 7 through 9, 12 through 17, 19 through 22, 24 and Schedule(s) A.

13. Indemnity.

a) Supplier hereby agrees to indemnify, protect and save harmless the Customer, Covendis, and each Customer and their respective employees, proprietors, partners, representatives, shareholders, directors, servants, attorneys, predecessors, successors and assigns (hereinafter collectively referred to as "Indemnitees"), from any and all Losses that result from (i) an assertion or claim of infringement based on the use of equipment, programming, materials or other resources supplied or controlled by Supplier, or (ii) damage to personal property or injury or death that results from the willful misconduct or negligence in the furtherance of the Services of Supplier, its agents or employees, or (iii) any delay or failure of Supplier to pay its personnel or Subcontractors amounts due for their services.

b) This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the situation giving rise to the claim. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, Supplier indemnification hereunder shall apply only to the extent that Supplier contributed to the events.

c) Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon Supplier unless approved in writing by Supplier. No settlement or compromise of any claim, loss or damage entered into by Supplier shall be binding upon Indemnitees unless approved in writing by Indemnitees.

d) Any Indemnitee shall promptly tender the defense of any claim for which Supplier shall indemnify Indemnitees promptly,

provided that the Indemnatee may be represented by counsel of its own choosing, at its own expense.

14. Limitation of Liability.

a) Notwithstanding anything to the contrary contained herein, neither party hereto shall be liable to the other party for indirect, special or consequential damages.

b) The foregoing limitation of liability shall not apply to Supplier's liability for indemnification under Section 13(a).

Except as provided in Subsection (b) above, the liability of Supplier to Covendis and/or Customer with respect to any Losses arising out of or relating to this Agreement or any Contract (including any breach of this Agreement or Contract) or Supplier's performance hereunder or thereunder shall be limited to the greater of (i) Covendis' liability to the corresponding Customer(s) in Schedule A ("flow down liability", or (ii) the sum of (A) the aggregate payments received by Supplier from Covendis for services rendered pursuant to this Agreement and (B) any insurance proceeds on policies owned or controlled by Supplier and all participating subcontractors payable with respect to such Losses.

15. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and deemed delivered when hand-delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified below, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within three (3) days thereafter in the manner set forth above. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.

If to Supplier:

Address:

Telephone:

Fax:

Email:

Attention:

If to Covendis:

Covendis

Contact: Raymond Tsao

200 Walker Street SW, Suite B

Atlanta, GA 30313

Telephone: (770) 903-9990

Fax: (770) 903-9992

16. Assignment. Supplier may not transfer, sublicense or otherwise assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Covendis, and any attempted transfer, sublicense or assignment by a party without such consent shall be null and void. This Agreement shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns.
17. Independent Suppliers; Third-Party Beneficiaries. In making and performing this Agreement, the parties hereto have acted and shall continue to act at all times as independent contractors. Except as otherwise provided herein, nothing contained in this Agreement or any actions or activity by Covendis, either within the VMS or in the performance of its obligations or services to Customers, shall be construed or implied to create the relationship of agent, representative, partner or of employer and employees between the parties hereto or between Supplier or any of its staff and Covendis or Customer. At no

time shall either party hereto make commitments for or in the name of the other party. The foregoing notwithstanding, each Customer shall be deemed to be a third-party beneficiary of this Agreement with respect to any materials or rights to be afforded hereunder to any Customer.

18. Drug-Free Workplace.

Supplier hereby certifies as follows:

- a) Supplier will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
- b) Supplier agrees to comply with all requirements of customer with respect to contractors under applicable law.
- c) If Supplier has more than one employee, Supplier shall provide for such employee(s) a drug-free workplace, as defined under applicable law, throughout the longer of the duration of this Agreement and any existing Contract.
- d) In the event that Supplier hires a subcontractor, Supplier shall obtain from such subcontractor the following written certification: "As part of the agreement with (Subcontractor's Name), (Subcontractor's Name) certifies to [Supplier's Name] that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to applicable law.

Supplier may be suspended, terminated, or debarred if it is determined that:

- a) Supplier has made false certification hereinabove; or
- b) Supplier has violated such certification by failure to carry out the requirements of applicable law.

19. Verification and Audit Rights.

- a) Covendis may at any time require Supplier to provide information, documents or records relevant to the subject of this Agreement or any Contract or Proposal to show Supplier's compliance with the requirements of this Agreement or any Contract or Proposal and Supplier's satisfaction of eligibility requirements, qualifications, policies and procedures applicable to Contractor and Staff. Requested information, documents and records shall be produced and provided electronically or mailed within 3 business days if so requested.
- b) Covendis shall have the right, exercisable at any reasonable time during normal business hours, to inspect copy any documents and records concerning performance of services under this Agreement or any Contract, including, but not limited to, books, records, documents and other evidence pertaining to work done and/or the costs and expenses incurred by Supplier in performing this Agreement or any Contract.
- c) The audit and verification rights shall include subcontractors in which services are subcontracted by Supplier.
- d) If the results of the audit or verification reveal discrepancies greater than 1.0%, Supplier shall, at Covendis' sole discretion, make corrections, allow Covendis to make corrections, and pay for the costs of the audit, verification, and corrective actions.

20. Trading with Customer and Government

Employees. Supplier shall comply at all times with Customer and Covendis Policies and Procedures, and also the provisions of Local, State, and Federal statutes and certify that such provisions have not and will not be violated under the terms of this Agreement.

21. Service Continuity. Covendis gives no assurance that Staff (including

Subcontractors) cannot or will not be hired or engaged by Customer, as Suppliers in their own right if they establish eligibility, or by other Suppliers. Supplier shall not impose any restriction on Staff that would imperil, prevent or delay the successful completion of services performed for Customer(s). Supplier releases Covendis, Customer, and any other Supplier and its and their respective officers, employees, agents and advisors from any putative claim Supplier could assert in connection with any such action or communication.

22. Resolution Procedures. In the event that Supplier shall have any dispute, disagreement or cause of action (each, hereinafter, a "Dispute") arising pursuant to this Agreement (including the execution, scope and termination of this Agreement or any Contract, any post-termination or out-of-scope services, any use of the MSP/VMS, or any other interaction with Covendis or any Customer pertaining to the subject of this Agreement), then before instituting any legal proceedings with respect to such Dispute, Supplier shall first notify Covendis in writing of the Dispute. Covendis may then, at its option, require up to 30 days for Covendis to investigate and address the Dispute. The assertion of a Dispute shall not delay or condition any action or decision otherwise allowed of Covendis or Customer in this Agreement.

23. Change of Control. In the event that Supplier is subject to a Change of Control (as defined below), it shall give notice of the same to Covendis within five (5) days following such event. For purposes hereof, the term "Change of Control" means any sale, conveyance or other disposition of all or substantially all of the assets of the Supplier or, (b) any merger or consolidation of the Supplier with or into any other corporation, limited liability company or other entity resulting in the equity

holders of the Supplier as they exist immediately before the transaction no longer owning fifty percent (50%) or more of the voting power of the surviving corporation, limited liability company or other entity.

24. Use of Subcontractors. Supplier shall furnish to Covendis for its review and approval the name of any direct or indirect subcontractors, independent contractors, vendors, suppliers (collectively, "Subcontractors") which Supplier intends or decides to use to perform work for a Customer. Supplier shall provide Covendis for each proposed Subcontractor with contact names and evidence of insurance equal to that required by Supplier pursuant to Section 4 hereunder. Subcontractors shall be subject to the same requirements that apply to Staff of Supplier under this Agreement. Covendis shall have the right to object to any such Subcontractors at any time and, in the event of such objection, Supplier shall promptly replace the Subcontractor in question. Nothing contained within this agreement shall prevent Covendis or other Suppliers from engaging Subcontractors, for the same or any other work. Supplier shall enter into written agreements with Subcontractors which contain necessary "flow-down" of the provisions of this Agreement that apply to Supplier's Staff on substantially the same terms as this Agreement. Supplier shall furnish to Covendis for its review and approval, a copy of all executed written agreements with Subcontractors. All agreements with Subcontractors shall provide that Subcontractors shall not be beneficiaries of this Agreement and instead shall look solely to Supplier for any rights or payment due in connection with their engagement to perform work for Supplier. Covendis and Customer shall have no contractual or other legal obligation to any such Subcontractor or its Staff. Supplier

shall be responsible for the actions and work of its Subcontractors and for failure of its Subcontractors and their Staff to perform their respective obligations under the law or this Agreement, to the same extent as Supplier would be liable to Covendis if the act or omission was committed by Supplier. Supplier shall inspect and expedite subcontracted work and promptly report to Covendis any defects in such work or the performance thereof.

25. General Provisions. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties relating to the subject matter contained in this Agreement. Section titles used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement. Time is of the essence of this Agreement. Each Contract shall be considered a separate legal obligation existing solely between Customer and Supplier and is not to be construed as integrated with this Agreement. Subject to (a) the rights reserved by Customer and/or Covendis with regard to Requisitions and Contracts, and (b) the right reserved by Covendis to amend or supplement eligibility requirements, qualifications, policies and

procedures applicable to Contractor and Staff with respect to existing or future Contracts, Requisitions and Proposals, and except as otherwise provided in this Agreement, this Agreement may not be amended except by written agreement signed by authorized representatives of Covendis and Supplier, and no oral waiver, amendment or modification shall be effective under any circumstances. This Agreement may be entered into in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. Facsimile or electronic signatures and documents will be accepted as original signatures and valid documents. If any term, covenant or condition of this Agreement shall for any reason be held unenforceable by a court of competent jurisdiction, the rest of this Agreement shall remain in full force and shall in no way be affected or impaired. The parties agree to the exclusive jurisdiction and venue of the Fulton County Superior Court and the United States District Court for the Northern District of Georgia. Supplier shall not possess or assert any property interest in or any lien or other right against or to any work product, deliverables, or output produced or provided by Supplier or its personnel or Subcontractors, all of which are waived hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers

as of: 08/18/2020.

"Covendis"

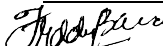
By: 

Name: Helen Wu

Title: Senior Business Operations Manager

Address: 200 Walker Street SW, Suite B,
Atlanta, GA 30313

"Supplier": V Group Inc.

By: 

Name: Freddy "Firdius" Bara

Title: Contracts Coordinator

Address: 379 Princeton-Hightstown Road, Building 3,
Suite 2A, Cranbury, NJ 08512

SCHEDULE A

1 . Customer:

- A. State of Oregon

2 . Term

- A. July 1, 2020, through June 30, 2021

3 . Fees & Billing

- A. In compensation for its services hereunder, Supplier shall pay Covendis a fee (the "MSP fee") as specified in the Agreement to Agree #0483 between Covendis and the State of Oregon (the "ATA") and as amended from time to time. The MSP fee is currently equal to 1.7 percent (1.7% or 0.017) of the amount to be paid by The State of Oregon and/or its affiliates and entities (excluding expense reimbursement) pursuant to the terms hereof and any Contracts entered into hereunder. Covendis shall be entitled to deduct the MSP fee from the amount otherwise to be paid to Supplier per billing period.
- B. Supplier shall a Vendor Collected Administrative Fee (VCAF) as specified in the ATA and as amended from time to time. The current VCAF is one percent (0.01). Covendis shall deduct the VCAF from the amount otherwise to be paid to Supplier per billing period, and shall remit the collected fees to the State of Oregon once per quarter.
- C. Invoicing shall generally be scheduled according to the Agreement to Agree #0483 and is currently monthly.
- D. Covendis may provide customization, consulting, implementation and training services for Supplier; such services and respective rates as set forth below:
 - Software customization and modification - \$125 per engineer hour or as otherwise agreed to in a separate services agreement or statement of work ("SOW")
 - Consulting services or training (beyond standard training) - \$125 per hour or as otherwise agreed to in a separate services agreement or statement of work ("SOW")
 - Custom Report Development - \$85 per hour or as otherwise agreed to in a separate services agreement or SOW
 - Data changes and or system administration - \$85 per hour or as otherwise agreed to in a separate services agreement or SOW
 - Technical writing - \$75 per hour or as otherwise agreed to in a separate services agreement or statement or SOW
 - Invoice research - \$75 per hour or as otherwise agreed to in a separate services agreement or SOW
 - Administrative or system changes (e.g. corrections, changes to status, etc.) - \$75 per hour or as otherwise agreed to in a separate services agreement or SOW (\$250 minimum)
 -

4 . Insurance requirements

- A. Supplier will maintain the coverage as specified by Covendis for the longer of (a) the term of this Agreement or (b) the term of any applicable Contract.
- B. The Supplier should furnish Covendis, within 10 days of this agreement, a certificate of insurance coverage complying with the Covendis requirements. These certificates or the cover sheet shall reference the agreement and Customer, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Covendis or Customer is damaged by the failure of the Supplier to maintain such insurance, then the Supplier shall be responsible for all reasonable costs properly attributable

thereto.

- C. Notice of cancellation of any required insurance policy must be submitted to Covendis when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.
- D. Certificate Holder designated as:

**Covendis and State of Oregon
200 Walker Street, Suite B
Atlanta, GA 30313**

- E. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section 2.25 prior to performing under this ATA and shall maintain it in full force and at its own expense throughout the duration of this ATA or Work Order Contracts and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS.

- a. **WORKERS COMPENSATION**

- i. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its Subcontractors complies with these requirements.

- b. **PROFESSIONAL LIABILITY**

- i. **Professional Liability.** Contractor shall obtain and maintain at its own expenses for the duration of this ATA Professional Liability Insurance with a combined single limit, or the equivalent, as set forth below. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this ATA. Full limits can be obtained by the purchase of one primary policy or a primary and excess policy as needed to provide the full policy limits. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Network Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage caused by error, omission, or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this ATA. The Policy shall be amended to include Independent Contractors providing Professional Services on behalf of or at the direction of Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, known wrongful acts, contractual liability, privacy policy, and insured versus insured. If any work is performed outside of the USA, Contractor shall provide evidence of liability coverage on a worldwide basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by DAS:

- ii. **\$5,000,000** Per occurrence limit for all claims (*See Covendis Policies & Procedures for alternate coverage*)

c. COMMERCIAL GENERAL LIABILITY

- i. **Commercial General Liability.** Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. If any work is performed outside of the USA, Contractor shall provide evidence of liability coverage on a worldwide basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by DAS:

1. **\$1,000,000** per occurrence, and
2. **\$2,000,000** aggregate

d. AUTOMOBILE LIABILITY

- i. **Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than \$1,000,000 for bodily injury and property damage.

e. ADDITIONAL INSURED

- i. The Commercial General Liability insurance and Automobile Liability insurance required under this ATA shall include the State of Oregon, its officers, employees, agents and Authorized Purchasers as Additional Insureds but only with respect to Contractor's activities to be performed under this ATA. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

F. "TAIL" COVERAGE

- a. If any of the required professional liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this ATA, for a minimum of 24 months following the later of (i) Contractor's completion and Authorized Purchaser's acceptance of all Services required under a Work Order Contract, or, (ii) The expiration of all warranty periods provided under a Work Order Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this ATA. Contractor shall provide to DAS, upon request, certification of the coverage required under this section 2.25.C.

G. NOTICE OF CANCELLATION OR CHANGE

- a. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days' written notice from this Contractor or its insurer(s) to DAS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the ATA and shall be grounds for immediate termination of this ATA by DAS.

H. CERTIFICATE(S) OF INSURANCE

- a. Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before performing any Managed Services under this ATA or ITPS required under a Work Order Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

5 . Miscellaneous

- A. Late billing – With respect to 3(c) of the MSP/VMS Supplier Agreement, if Supplier (or its Staff) fails to file Time Reports within 30 days after the end of the Invoicing Period that the work is performed or Expense Reports within 30 days after the end of the Invoicing Period that the expense is incurred, then Supplier shall not receive payment for that Invoicing Period. If the Supplier requests Covendis to submit a late invoice, such invoice shall be submitted at Covendis sole discretion, and such invoice shall be reduced by 10 (ten%) for every 30 (thirty) days the invoice is late as a liquidated damage for the increased administrative effort imposed on Covendis and the State of Oregon. However, if the Supplier submits a late invoice after the end of the State of Oregon fiscal year (June 30), the Supplier waives any and all claims for compensation or reimbursement with respect to such time or expenses as the Member Agency's funds will have lapsed by that time.

6 . Supervision of Staff

- A. During the registration/renewal process, Supplier shall submit to Covendis a plan to communicate and manage their Staff/Key Persons placed at the client. This plan should include but not be limited to the following:
 - Supervisor
 - Supervision Method/Methodology
 - Frequency of Supervision
 - Quality Management Plan/Process

7 . ACA- Compliant Coverage

- A. Supplier's Representations as to Status of Supplier's Employees. Pursuant to the Covendis MSP/VMS Supplier Agreement, Supplier makes certain of its Employees available to provide services to Customers. Supplier agrees that Employees are and at all times shall remain Supplier's common law employees and that Supplier, throughout the term of the Contract, retains the right to direct and control its Employees. Although the parties intend that Supplier, and not Customer or Covendis, be deemed the common law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of Employees and that such Employees be deemed the common law employees of Supplier and not Customer or Covendis, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H4(b)(2), under which an offer of group health plan coverage made by Supplier is treated as an offer of coverage by Customer. Nevertheless, the parties understand that the status of temporary staffing employees is often not entirely free from doubt and wish to ensure that, in the event that Employees are ever found to be common law employees of a Customer, Supplier offers Minimum Essential Coverage ("MEC") to Staff/Key Person's that is sufficient to protect the Customer from liability under the Affordable Care Act.

- B. No Participation in User Agency's Benefit Plans. Supplier acknowledges and agrees that Suppliers Employees are not entitled to participate in any of the benefit plans or programs sponsored by Customer or any of its agencies or affiliates.
- C. ACA-Compliant Coverage for Suppliers Employees. For each of Supplier's Employees who provide services to Customer for an average of thirty (30) or more hours per week [as determined pursuant to 26 U.S. Code § 4980H (the "Code") and the rules, regulations and other official guidance thereunder], Supplier agrees to offer Minimum Essential Coverage (MEC) on behalf of Customer to its eligible Employees. Supplier further agrees to offer MEC to each child of Supplier's Employees through the end of the month in which the child turns age 26. Supplier agrees it will not assign any Supplier's Employees to a Customer for any assignments projected to be an average of thirty (30) or more hours per week if the employee is in a waiting period before an offer of MEC, if such employee's most recent previous employer was another temporary staffing firm and such employee's assignment remains with the same State employer. For purposes of this Schedule A, the term Temporary Staffing Firm means any entity supplying temporary labor to a State employer. Supplier agrees that it will comply with the reporting requirements of 26 US Code § 6055 and 26 US Code § 6056 with respect to its MEC health care plan and Supplier's Employees.
- D. Subcontractors. Per the MSP/VMS Agreement, Supplier shall obtain substantially similar certification(s) from each of its Subcontractors and ensure that Subcontractors' Employees receive MEC per the terms of this section.

Supplier acknowledges the Customer's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by Customer

Questions?

Email: customercare@covendis.com

Phone: (866) 268-3634

IN WITNESS WHEREOF, the parties have caused this Schedule A for The State of Oregon to be executed by their duly authorized officers.

as of: 08/18/2020.

"Covendis"

By: 

Name: Helen Wu

Title: Senior Business Operations Manager

Address: 200 Walker Street SW, Suite B,
Atlanta, GA 30313

"Supplier": V Group Inc.

By: 

Name: Freddy "Firdius" Bara

Title: Contracts Coordinator

Address: 379 Princeton-Hightstown Road, Building 3,
Suite 2A, Cranbury, NJ 08512