

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD TERMS & CONDITIONS
MDJUD Master Contract – Staff Augmentation & Professional Consulting Services
Contract Number: K23-0094-25L

This Contract is made this 5th day of August, 2024, by and between the Maryland Administrative Office of the Courts (the “AOC”) and V Group Inc., 379 Princeton Hightston Rd., Building 3 Suite 2A, East Windsor, NJ, 08520 (the “Contractor”) with Federal Taxpayer Identification Number 52-2175892.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOC and the Contractor agree as follows:

1. Scope of Contract

- 1.1. The Contractor shall provide staff augmentation and professional consulting services (the “Goods” or “Services,” as appropriate) in accordance with the terms and conditions of this Contract and the following Exhibits which are attached to, and incorporated as part of, this Contract:

Exhibit A: Contract Affidavit dated February 29, 2024.

Exhibit B: Request for Proposals dated April 3, 2023, and all addendums and exhibits thereto (collectively, the “RFP”).

Exhibit C: Contractor’s Proposal dated May 18, 2023 and Contractor’s Proposal clarifications (collectively, the “Proposal”).

Exhibit D: Non-Disclosure Agreement dated February 29, 2024.

- 1.2. If there are any inconsistencies between the Contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between the RFP and the Proposal, the RFP shall prevail.
- 1.3. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change to the Terms of this Contract or entitle the Contractor to an equitable adjustment under this section. Any modification to this Contract shall first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Maryland Judiciary’s Procurement Policy and procedures.
- 1.4. Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s price of, or the time required for, the performance of any part of the Services, an equitable adjustment in the Contract price shall be made, and the Contract shall be modified in writing, accordingly. The Contractor must assert in writing its right to an equitable adjustment under this section within thirty (30) days of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim for an equitable adjustment by the Contractor shall be allowed if asserted after final payment under this Contract.
- 1.5. Failure to agree to an adjustment under this section shall be a dispute under the Disputes section, § 8, of this Contract. None of the terms herein shall excuse the Contractor from proceeding with the satisfactory performance of the Contract as changed.
- 1.6. The Contractor has been awarded as a Master Contractor in accordance with Section II.C. of the RFP for the following functional area(s): FA-I & FA-II.

2. Term of the Contract

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period of three (3) years beginning on 08/10/2024 and expiring on 08/09/2027. The AOC, at its sole option, shall have the unilateral right to extend the Contract for up to two (2) three-year renewal options at its discretion. Audit, confidentiality, document

retention, and indemnification obligations under this Contract shall survive the expiration or termination of the Contract.

3. Consideration and Payment

- 3.1. In consideration of the satisfactory performance of the work set forth in any Purchase Order Request for Proposals (PORFP) to be issued as secondary competition as described in Section III.E. of the RFP, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the PORFP. Any work performed by the Contractor in excess of the individual Purchase Order value is at the Contractor's risk for non-payment, unless Contractor obtained prior written approval by the Procurement Officer.
- 3.2. All invoices shall be submitted within thirty (30) calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; and the deliverable ID number for the deliverable being invoiced. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3. Payments to the Contractor for each deliverable should be made no later than thirty (30) days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.4. In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform the Contract in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

- 4.1. It is qualified to do business in the State of Maryland, and it will take such action as may be necessary to remain so qualified;
- 4.2. It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and,
- 4.4. It is responsible for all acts and omissions of its agents, employees, and subcontractors including, but not limited to, violations of the Non-Disclosure Agreement.

5. Patents and Copyrights, if applicable

- 5.1. If the Contractor furnishes any design(s), device(s), material(s), process(es), code(s), or other item(s) covered by a patent or copyright, or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license for the AOC's use of such item(s).
- 5.2. The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope

of employment, due to such infringement and all attorneys' fees and costs incurred by the AOC to defend against such a claim or suit.

- 5.3. If any products furnished by the Contractor become, or—in the Contractor's opinion—are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: (a) procure for the AOC the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or, (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
- 5.4. If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any contract awarded.

6. Non-hiring of Employees

No employee of the Maryland Judiciary, or any unit thereof, whose duties include matters relating to or affecting the subject matter of this Contract shall be or become an employee of the Contractor, as provided under Md. Code Ann., General Provisions Art. § 5-501 et seq.

7. Non-employment of Contractor's Employees

Nothing in this Contract shall be construed to create an employment relationship between the AOC and any employee of either the Contractor or the Contractor's subcontractors.

8. Disputes

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the satisfactory performance of the Contract in accordance with the Procurement Officer's decision. A decision adverse to the Contractor may be appealed by the Contractor to the AOC within fifteen (15) days of the Procurement Officer's decision for adjudication pursuant to the Maryland Judiciary's Procurement Policy.

9. Maryland Law

The place of performance of this Contract shall be the State of Maryland. This Contract shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland including Md. Code Ann., State Government Art. § 12-204. No action relating to this Contract shall be brought in any forum other than Maryland, regardless of whether or not the AOC is a party to such an action.

10. Non-discrimination in Employment

The Contractor shall not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, gender identity, genetic information, or an individual's refusal to submit to a genetic test (or make available the results of a genetic test), or on the basis of disability, or any other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of employees, subcontractors, vendors, suppliers, or commercial customers. The Contractor shall not retaliate against any person for reporting instances of such discrimination.

The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public-sector and private-sector subcontracting and supply opportunities, provided that none of the terms herein shall prohibit or otherwise limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace.

The Contractor understands and agrees that a material violation of this section shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in AOC contracts, or other sanctions. This section is not enforceable by or for the benefit of and creates no obligation

to any third party. As a condition of entering into this Contract, the Contractor represents and warrants that every subcontract it has entered into or will enter into for the satisfactory performance of this Contract shall include a clause identical to the non-discrimination provisions of this section.

11. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the execution of this Contract.

12. Non-availability of Funding

If the Maryland General Assembly fails to appropriate funds, or if funds are not otherwise made available, for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available, provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination provision in this Contract. The effect of termination of the Contract as provided hereunder shall be to discharge both the Contractor and the AOC from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any agreed-upon, non-recurring costs incurred, but not amortized, in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

13. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract satisfactorily and timely, or otherwise violates any of the terms of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less any damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination, and the AOC may affirmatively collect damages.

14. Termination for Convenience

Performance of this Contract may be terminated by the AOC in accordance with this section in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

15. Delays and Extensions of Time

The Contractor shall perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors or suppliers.

16. Suspension of Work

The AOC may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

17. Pre-existing Law

The applicable statutes and regulations of the State of Maryland are hereby incorporated in this Contract.

18. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Art. § 13-221.

19. Political Contribution Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., Election Law Art. § 14-101 et seq.

20. Right to Audit

20.1. The Contractor shall establish a reasonable accounting system and shall retain and maintain all records and supporting documents and materials relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State of Maryland and/or the AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall cooperate fully with any audits or investigations conducted by the State of Maryland and/or the AOC.

20.2. The AOC reserves the right, at its sole discretion at any time, to perform an audit of the Contractor's performance under this Contract. "Audit" means an independent objective assurance and consulting activity performed by qualified personnel, including, but not limited to, the AOC's Internal Audit Department, to determine by investigation, examination or evaluation of objective evidence from data, statements, records, operations, and performance practices (financial or otherwise) the Contractor's compliance with the Contract including, but not limited to, adequacy and compliance with established procedures and internal controls over the Services performed and provided under this Contract.

20.3. Upon three (3) business days' notice, the Contractor shall provide the AOC reasonable access to their respective records to verify compliance with the terms of the Contract. The AOC may conduct these audits with its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the AOC's election. The AOC may copy, at its own expense, any record related to the Services performed and provided under this Contract.

20.4. The right to audit shall include the Contractor's subcontractors, including, but not limited to, any lower-tier subcontractor(s) that provide essential support to the Services performed and provided under this Contract. The Contractor and/or subcontractor(s) shall ensure that the AOC has the right to audit such subcontractor(s).

21. Liability for Loss of Data

In the event of loss of any data or records, which such loss is due to the error, negligence, or intentional act or omission of the Contractor regardless of whether or not related to the performance of this Contract, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the AOC.

22. Subcontracting and Assignment

The Contractor may subcontract any portion of the Services provided under this Contract by obtaining the Procurement Officer's prior written approval. The Contractor may assign this Contract, or any of its rights or obligations hereunder, only with the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the AOC. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors, if any.

23. Novation and Assignment

If the Contractor sells its interests in the Contract to another business entity (hereinafter "assignee"), the original Contractor must notify the AOC of the assignment within five (5) business days. The Contractor's assignee and the AOC must sign a novation agreeing to continue with the original terms of the Contract. The assignee must accept all liability on behalf of the Contractor and submit the necessary documentation (i.e. Certificate of Insurance) with identical insurance coverage to the Contractor to the Procurement Officer within five (5) business days of notifying the AOC of the assignment.

24. Overtime

If overtime pay is not provided for in the RFP, then the Contractor shall not be provided compensation for overtime unless otherwise agreed to in advance, in writing, by the Procurement Officer.

25. Indemnification

- 25.1. The Contractor shall hold harmless and indemnify the AOC from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses including, without limitation, attorneys' fees and costs and disbursements of any character that arise from, in connection with, or attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 25.2. The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of, or relating to, the Contractor's obligations under this Contract.
- 25.3. The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of, or relating to, the Contractor's obligations under this Contract.
- 25.4. The Contractor shall immediately notify the Procurement Officer of any claim, suit, or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

26. Limitations of Liability

Without prejudice to the AOC's right to pursue non-monetary remedies, the Contractor shall be liable as follows:

- 26.1. **Infringement.** The Contractor shall be liable, without limitation, for infringement of patents, trademarks, trade secrets, and copyrights, as provided in § 5 of this Contract.
- 26.2. **Personal Injury or Property Damage.** The Contractor shall be liable, without limitation, for damages arising out of death, personal injury, or property damage.
- 26.3. **Cyber Breach.** The Contractor shall be liable, without limitation, for damages arising out of a cyber breach. "Cyber breach" means a breach resulting in actual or potential harm to the AOC's network, hardware, software, or other information systems.
- 26.4. **Limited Liability.** The Contractor shall be liable for all other claims, damages, loss, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form of such actions, but the Contractor's liability shall not exceed five (5) times the NTE Amount. Notwithstanding the foregoing, the Contractor's liability for third-party claims shall be unlimited.

27. Public Access to Judicial Records

The AOC provides public access to records in accordance with Title 16, Chapter 900 of the Maryland Rules. If a request is made to review any records pertaining to this contract, the Contractor may be contacted by the AOC, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

28. Conflict of Interest

- 28.1. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State of Maryland or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.

28.2. "Person" includes a contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

28.3. The Contractor warrants that, except as disclosed in § 28.4 below, there are no relevant facts or circumstances now giving rise or which could in the future give rise to a conflict of interest.

28.4. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary); **if none, so state:**

NONE

28.5. The Contractor agrees that if an actual or potential conflict of interest arises after the Contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Contract has been awarded and performance of the Contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary actions to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

29. Ownership and Rights in Data

29.1. In addition to the requirements stated in the RFP, the Contractor agrees to furnish the AOC with copies of the following: computations, computer files, data, model(s), transmittal letters, response letters, training materials, and all other documents or correspondence pertinent to the operation of staff augmentation and professional consulting services.

29.2. The AOC shall be the owner of all materials developed under this Contract and shall be entitled to use, transfer, disclose, and copy them in any manner without restriction and without compensation to the Contractor. Without the AOC's prior written consent, the Contractor shall not use, execute, reproduce, display, perform, distribute (internally or externally), retain copies of, or prepare derivative works based on any materials developed under this Contract or authorize others to perform such acts.

29.3. The Contractor agrees that, at all times during the terms of this Contract and thereafter, all materials developed under this Contract, shall be "works for hire" as that term is interpreted under United States copyright law. To the extent that any of these materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) in such materials, and the Contractor shall cooperate with the AOC in effectuating and registering any necessary assignments.

29.4. The AOC shall retain full ownership over any materials that the AOC provides to the Contractor under this Contract.

30. Notices

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

AOC: Savannah Healy
Administrative Office of the Courts
187 Harry S. Truman Parkway
Annapolis, MD 21401

Contractor: Monika Rohila
President
V Group Inc.
379 Princeton Hightston Rd., Building 3 Suite 2A
East Windsor, New Jersey 08520

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SIGNATURES:

Contractor:

V Group Inc.

Monika Rohila

Signature of Authorized Representative

Monika Rohila

Printed Name

Date: Jul 3, 2024 | 5:43 PM EDT

Title: President

For the Administrative Office of the Courts:

W. Williams

Whitney S. Williams, Director

Procurement, Contract and Grant Administration

Date: Aug 5, 2024 | 9:13 AM EDT

Approved for form and legal sufficiency this 5th day of August, 2024.

Stephane Latour

Stephane J. Latour
Managing Legal Counsel