

PROFESSIONAL SERVICES CONTRACT**Contract # EDS A27-23-019**

This Contract ("Contract"), entered into by and between the **Indiana Secretary of State (the "State")** and **CSTG, Inc. (DBA "CleanSlate") (the "Contractor")**, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract as detailed in **Attachment A**.

2. Consideration. The Contractor will be paid at rates detailed in **Attachment A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **Two Hundred Seventy Thousand Dollars (\$270,000.00)**.

3. Term. This Contract shall be effective for a period of **3 months**. It shall commence on **May 1, 2023**, and shall remain in effect through **July 31, 2023**.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable

provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in

writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the

Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

~~26. **Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise (“IVOSB”) participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as “Attachment A-1” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA’s Division of Supplier Diversity and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**~~

~~IVOSB _____ COMPANY NAME _____ PHONE _____ EMAIL OF CONTACT PERSON _____ PERCENT _____~~

~~Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:~~

~~A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W 462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.~~

~~The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbc/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor’s performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed

operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance ~~prior to the commencement of this Contract~~ on request, and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2 on request. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required on request if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract on request.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are No key persons

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

~~32. Minority and Women's Business Enterprises Compliance.~~

~~Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.~~

~~The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: [Add additional MBEs and WBEs using the same format.]~~

~~MBE or WBE COMPANY NAME PHONE EMAIL OF CONTACT PERSON PERCENT~~

~~Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:~~

~~A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W 462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.~~

~~The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by ~~E-mail~~ or first-class U.S. mail service or commercial courier service, to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Jerold A. Bonnet, Deputy Secretary of State
Office of the Indiana Secretary of State
200 W. Washington St. Room 201
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Chris Konow, President
CleanSlate Technology Group
645 W Carmel Drive, Suite 140
Carmel, IN 46032

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) State's RFQ or RFP if any, (4) Contractor's response to State's RFQ or RFP if any, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows:

See paragraphs 26, 28 and 32.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

CSTG, INC. [Contractor]

Indiana Secretary of State [Indiana Agency]

By: Christopher T. Konow

By: J. A. Bonnet

Christopher T. Konow, President and CEO
Name and Title, Printed

Jerold A. Bonnet, Deputy Secretary of State

Date: 4/28/2023

Date: 4/28/2023

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Statement of Work

Secretary of State Application Maintenance

INBiz Application

Last Modified:

April 18, 2023

Prepared for:

State of Indiana Secretary of State

Prepared by:

CleanSlate Technology Group



EXECUTIVE SUMMARY

The State of Indiana Secretary of State's Office has requested the services of CSTG, Inc. ("CleanSlate"). This Statement of Work covers the ongoing maintenance of the INBiz applications for the State of Indiana. This also includes the systems, platforms, and services that support those applications.

This SOW (Statement of Work) is pursuant to the Consulting and Professional Services Agreement ("Agreement") between The State of Indiana and CleanSlate ("the parties") dated March 7, 2023. The parties hereby acknowledge and agree that, if there is any inconsistency between a term in the SOW and a term in the Agreement, the term in the Agreement shall control, unless expressly stated otherwise and referenced by section number in the SOW.

SERVICES AND SCOPE

CleanSlate recommends approaching the application maintenance efforts with an onboarding process allowing the team to scale up over the first several months of the engagement and subsequently scale down once a steady state is achieved. The initial activities will focus on onboarding the development team along with defining a streamlined process to manage the ongoing support efforts. Once the initial set of activities has been completed, some team members will begin to roll off, and the remaining team members will focus on the continued maintenance efforts. The same team of CleanSlate resources will support both the INBiz and ADSD applications in parallel.

The following applications will be within the scope of this engagement:

- INbiz Web Application
 - INBiz SOS (Secretary of State) Admin Web Application
 - INBiz DOR (Dept of Revenue) Admin Web Application
 - INBiz DWD (Dept of Workforce Development) Admin Web Application
 - INBiz IPLA (IN Professional Licensing Agency) Admin Web Application
 - BSD Web Application and Web Services

Application Onboarding Team

The Application Onboarding team will be responsible for establishing a streamlined process to manage the support of the in-scope applications and establish the necessary release automation to optimize deployment efforts. This team will start with a core set of resources to accelerate these activities during the first several weeks of the engagement and begin to roll off resources when these milestones have been accomplished.

Onboarding Milestones:

- Establish a streamlined process to capture, prioritize, communicate, and deploy bug fixes
- Functional release of the current platform to the internal environment, validated by the Maintenance team
- Functional release of the current system to the internal environment, validated by the client's QA team
- Establish a DevOps platform to capture backlog information, source code repos, and automate deployments
- Establish static code analysis guidelines to proactively analyze ongoing development efforts

Once these milestones have been satisfied and any non-critical issues have been captured and prioritized, members of this team will roll off the project, and ongoing maintenance efforts will be taken over by the Application Maintenance team.

Application Maintenance Team

The Application Maintenance team will be responsible for performing the development activities as prioritized by the product backlog. This will include ongoing development efforts, bug fixes, and other activities required to maintain the stability of the applications in scope.

Maintenance Milestones:

- Upgrade key frameworks and third-party libraries to reduce the security risk of the application, as needed
- Ongoing maintenance efforts as escalated to this team for a Tier 3 level of support:
 - a. Analyze the issue by reviewing any problem reports, logs, or other data provided
 - b. Identify a remediation plan that may include: end-user workarounds, data fixes, and/or code changes
 - c. Implement the remediation plan once communicated and approved
 - d. Work with the State of Indiana Secretary of State's Office Product Management team to confirm the issue is resolved in a non-production environment
 - e. Coordination of the release into the production environment

Any development tasks estimated to be over 168 hours of development will be handled via a Change Request Process defined in this Agreement. This change control process will provide the ability to augment the maintenance team to ensure the proper support and velocity of the application development efforts.

Project Schedule

CleanSlate recommends following an Agile methodology for this engagement with a Sprint cadence determined after meeting with the State of Indiana Secretary of State's Office Product Management team. Our initial recommendation is to follow a 4-week Sprint cadence to streamline development efforts and reduce the burden on the Quality Assurance team. However, this will be reviewed during the initial stages of this engagement to define a process optimized for efficiency.

Working Hours

The CleanSlate team will follow these core working hours and will be available for all activities and support:

- 9:00AM - 5:00PM Eastern

Availability and support outside the core business hours will require a Change Request Process defined in this Agreement unless mutually agreed upon by both parties beforehand.

NOTE: CleanSlate has identified the following dates as company holidays for 2023. Schedules for 2024 and beyond have not been defined but will be similar in structure.

01/02/2023 - New Years	05/29/2023 - Memorial Day	07/03/2023 - Independence Day
07/04/2023 - Independence Day	09/04/2023 - Labor Day	11/22/2023 - Thanksgiving
11/23/2023 - Thanksgiving	11/24/2023 - Thanksgiving	12/25/2023 - Christmas

OUT OF SCOPE

Based on CleanSlate's understanding of the project scope, the following items are identified as "out of scope" for this effort.

- Any applications, systems, platforms, and services not explicitly mentioned in this engagement's scope.
- Any software licensing or other costs associated with establishing a platform to manage the DevOps activities.
- Managing, monitoring, and assisting with the application infrastructure.
- Any new features or enhancements to additional features is out of scope for this engagement.

ASSUMPTIONS

- Full execution and approval of the Indiana Secretary of State Maintenance Auto Dealers Services Division (ADSD) SOW is required for pricing and validity of the INBiz Support SOW.
- The CleanSlate (CSTG) maintenance team will work roughly 50% of the time on the INBiz applications and 50% on the ADSD application.
- Staffing of the engagement will provide approximately 400 monthly hours of support. Support in addition to these amounts would either need to be addressed via change request to augment the team size or delayed to the next period.
- Overall Service Level Agreement standards will be determined as part of the process improvement activities.
- The State of Indiana Secretary of State's Office Product Management team is responsible for maintaining and prioritizing the product backlog.
- All development tasks must be reviewed with the CleanSlate Application Maintenance team (including acceptance criteria) prior to the start of each sprint.
- All functional testing is the responsibility of the State of Indiana Secretary of State's Office.
- All release planning and execution activities are the responsibility of the State of Indiana Secretary of State's Office.
- All non-prod environments must be available on request during normal business hours and outside of normal business hours.
- Project resources will be fully tasked (i.e., 40 hours per week) unless specifically stated and agreed upon by both parties.
- The State of Indiana Secretary of State's Office will provide licensed software to perform the required maintenance activities.
- The State of Indiana Secretary of State's Office will provide CleanSlate resources access to systems and environments necessary to perform the work requested.
- The State of Indiana Secretary of State's Office will make available subject matter experts during the engagement as required.
- Resources will work remotely. The State of Indiana Secretary of State's Office will provide secure connectivity to the application and infrastructure resources required.

COSTS, TERMS, AND CONDITIONS

This SOW is assumed to begin on **May 1, 2023**, with the Application Maintenance Team renewable every **3 months**.

Role	Responsibilities
Senior Director of Delivery	<ul style="list-style-type: none"> Responsible for establishing a streamlined process to optimize the ongoing maintenance efforts between all parties involved.
Delivery Manager	<ul style="list-style-type: none"> Single point of contact for the duration of the maintenance engagement. Provides all project oversight, including weekly status reports.
Technical Architect	<ul style="list-style-type: none"> Single point of contact for analysis of all application issues and serves as an escalation point for the development team. Validates the technical architecture of all development activities and ensures the overall technical success of the engagement.
Senior Engineer	<ul style="list-style-type: none"> Leads the development efforts to ensure all application modifications meet the business requirements and exceed quality standards. Responsible for complex development efforts and remediation of major issues. Provides technical recommendations and knowledge transfer for team members.
Engineer	<ul style="list-style-type: none"> Responsible for standard development efforts and remediation of known issues. Provides basic troubleshooting and provides assistance to the application users.
DevOps Engineer	<ul style="list-style-type: none"> Responsible for building out the DevOps platform to standardize backlog management, source control repositories, and deployment automation using tooling provided by The State of Indiana Secretary of State's Office.

Application Onboarding Team [Monthly Cost]	
1 Senior Director of Delivery [part-time]	
1 Delivery Manager [part-time]	
1 Cloud Architect	
1 Technical Architect	
1 DevOps Senior Engineer	
1 Cloud Infrastructure Architect [part-time]	
1 Senior Application Development Engineer [part-time]	
2 Business Analysts [part-time]	
Monthly Cost:	\$90,000

- CleanSlate will invoice The State of Indiana Secretary of State's Office monthly based on the quoted amounts above.
- The State of Indiana Secretary of State's Office or CleanSlate can cancel or postpone the project with a 30-day notification.

Change Control

This project will use a change control process by which changes to this Statement of Work are proposed, evaluated, and resolved. A consistent method will log and track change requests, analyze potential project impacts, determine whether changes will be implemented based on impact and payback, and document and approve decisions.

Items under change control will be formally maintained and mutually agreed upon by CSTG and the State of Indiana Secretary of State's Office. All items in progress under change control will be formally reviewed at every scheduled status meeting. However, ad hoc change requests can be submitted at any time as deemed necessary by CleanSlate or the State of Indiana Secretary of State's Office.

Any change request that results in additional charges to the State of Indiana Secretary of State's Office, a change in scope, or a change in schedule must be approved in writing before the execution of the change request by CleanSlate. A change request form will be used to present the request to the State of Indiana Secretary of State's Office and record the decision reached. The CleanSlate President and the appropriate State of Indiana Secretary of State's Office Approver(s) will sign the form to indicate mutual acceptance of the decision. See [Appendix](#) of this document for a sample Change Request form. Should a Change Request be needed for the project, the following fee schedule will be utilized for budgetary consideration.

Role	Rate
Senior Director of Delivery	\$250 / hr
Delivery Manager	\$225 / hr
Technical Architect	\$225 / hr
Senior Engineer	\$200 / hr
Engineer	\$175 / hr
Associate Engineer	\$150 / hr

EXPENSES

CleanSlate does not anticipate that travel will be necessary for this engagement. However, if expenses are incurred, CleanSlate shall be reimbursed for all reasonable out-of-pocket travel, all applicable shipping, handling, and materials costs, and all related expenses incurred in the performance of a given assignment and in accordance with CleanSlate expense policy. For this purpose, CleanSlate will use the geographically applicable federal per-diem rates to cover daily meals and incidentals. All other costs, including but not limited to transportation and lodging, shall be billed at actual cost with no markup.

BILLING SUMMARY

CleanSlate will invoice the State of Indiana Secretary of State's Office based on the schedule identified in the Billing Summary section of this document for fees and expenses incurred during the previous period. Payment terms are Net 30 days, with one and a half (1.5%) service charge per month on past due balance. CleanSlate reserves the right to stop work on the project if unpaid invoices are more than 60 days old. The customer agrees to pay all invoices promptly and in accordance with the terms of this Agreement. All other applicable terms and conditions are provided in the Master Services Agreement.

ACCEPTED AND AGREED

CleanSlate Technology Group, Inc.

State of Indiana Secretary of State's Office

By: _____
Chris Konow, CEO, CSTG, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

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APPENDIX A – CHANGE REQUEST

Change Request

<Project Name>



PROJECT CHANGE REQUEST

Project Information	
Project Name:	
Project Sponsor:	CleanSlate Sponsor:

Change Request Identification			
Name:			
ID:	CR #:	Date Prepared:	
Requested By:		Prepared By:	

Background
 <Describe changes needed for the project>

Scope Changes
 <Describe changes to Scope, if applicable>

Timeline Changes
 <Describe changes to Project Timeline, if applicable>

Resource Changes
 <Describe changes to Resource Plan, if applicable>

Costs Changes
 <Describe changes to Cost Model, if applicable>

Assumptions
 • Identify any assumptions made as part of this Change Request.

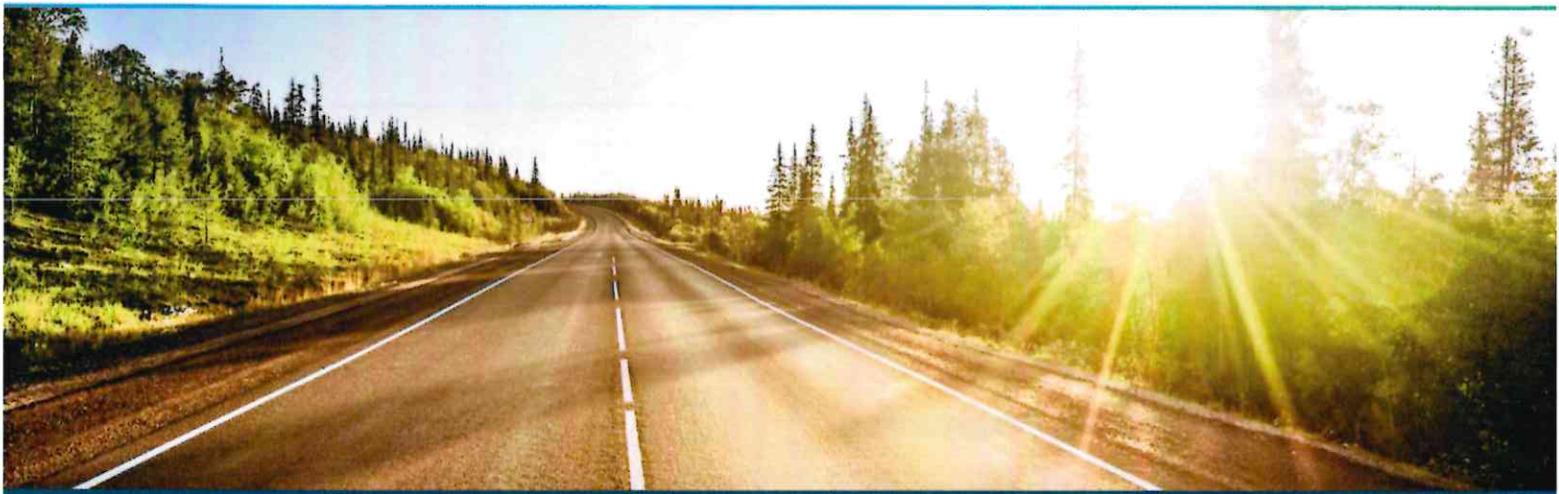
Change Request

Acceptance
 This change request will be deemed accepted upon receipt of an originally signed copy thereof. If this change correctly states our agreement, please sign below, scan and e-mail to chris.korou@cleanslatecp.com.
 In witness whereof, the parties hereto have caused their duly authorized representatives to enter into this agreement effective as of the date set forth above.

ACCEPTED AND AGREED

CSIG, Inc. DBA CleanSlate	<ClientName>
By: _____ Chief Operating Officer, CleanSlate	By: _____ Name: _____ Title: _____ Date: _____

LEGAL NOTICE
 This document contains the proprietary and confidential information of CleanSlate, Inc. and its clients. Any distribution of this document to individuals other than employees or agents of the recipient company listed on the cover page is strictly prohibited. The recipient hereby acknowledges that any unauthorized distribution of this document may result in significant harm to CleanSlate.



OUR PROMISE



As an AWS SaaS competency partner, we design and build modern cloud-native solutions that advance business strategy and deliver meaningful experiences for the end user. We're experts at delivering SaaS products through the SaaS delivery model that combines business planning and application development so your digital products create outcomes centered on business and experience objectives.



PASSIONATE PARTNERS

Exceeding expectations in the passionate pursuit of business goals.



INSPIRED INNOVATORS

Tailored Solutions. Delivering on the art of what is possible.



BUILDERS & MAKERS

Overcoming obstacles. Finding solutions and delivering results.

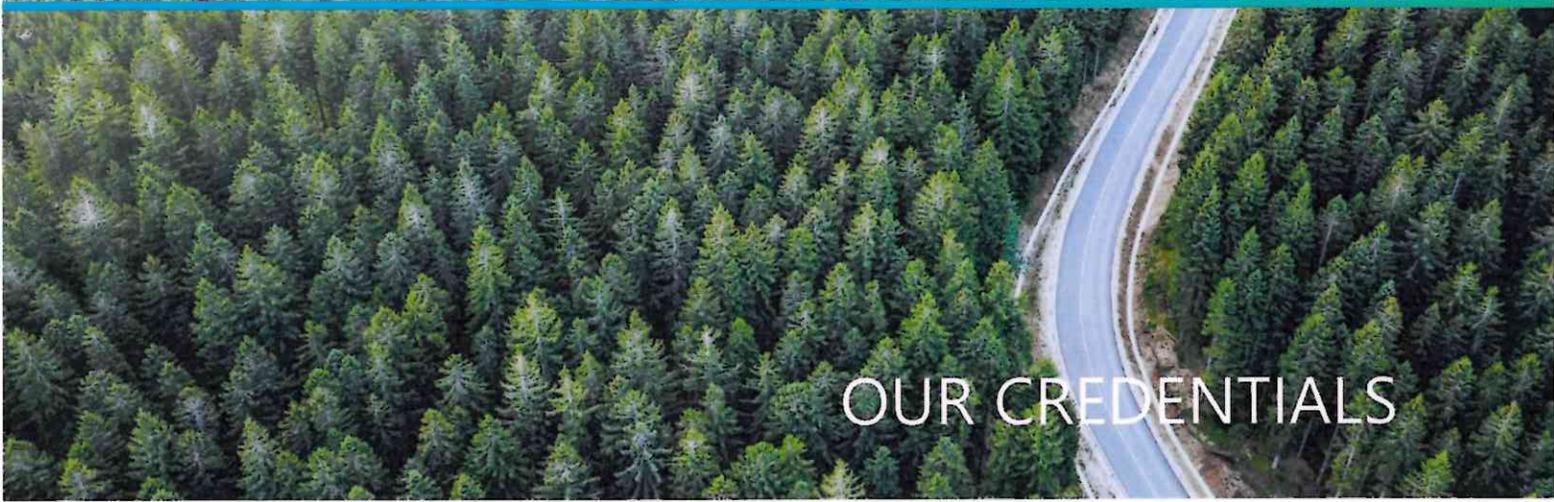


COMPLEX PROBLEM SOLVERS

Delivering innovative and engaging solutions to the most difficult problems.

"Our partnership with CleanSlate has been overwhelmingly positive and mission critical for the success of our application. It's not hyperbole to say that without their involvement in our application's development, our company wouldn't have survived. We have leaned so heavily on them as a company and their developers as individuals, and this trust – coupled with expert guidance and execution – have paid off in many ways. Not only do we have a best-in-class application, but the revenue its earning for our company hasn't been seen in decades. A+ all the way around."

Herff Jones Product Owner



OUR CREDENTIALS

OUR SUPERPOWERS

- We solve complex problems that don't have clear solutions
- Developing strong reputations with our clients through building trusted relationships
- Culture of constant curiosity and learning
- Proudly recognized as Builders and Makers
- Flexible business partner, we work with our clients on what is best for them

"CleanSlate were great partners. They did an excellent job communicating throughout the process. They were very adaptable to our company's situation which changed throughout our engagement. It was very clear they wanted to be a partner in the process and not just a consultant with a rigid plan. The staff we worked with were knowledgeable in many of the areas our company works with."

Solution Architect, Healthcare Billing Company



Over 100 Certifications and over 50 Accreditations



Aside from building best-in-class software, our goal is to build a strategic partnership and become your *Trusted Advisor and Partner*.

OUR CULTURE OF SERVICE QUALITY

- Committed to the long-term success of our clients' products, technologies, and business
- Long demonstrated history of building trust and value with our clients
- Real-time collaboration with client and implementation teams throughout the process
- Our engineers understand the business needs and the unique facets of your market
- Our quality controls are baked into the entire process, both human and automated
- We work relentlessly to align the actual experience to meet current and future expectations



We continually build service quality as a way of thinking through reliability, responsiveness, empathy, tangible results, and trust.

"CleanSlate has exhibited deep knowledge of cloud technologies and the issues that face companies like ours in their migration to AWS. They're professional and patient and have done a great job of understanding our specific needs. They've significantly accelerated our move to the cloud by coming alongside our IT staff and guiding us toward an optimal solution. These folks know their stuff and they're great to work with."

Director of IT, Specialty Manufacturing Company

UTILIZING A SAAS MINDSET TO GRADUATE A CENTURY-OLD BUSINESS TO THE FUTURE.

Using modernization, migration, and innovation to create a product that leverages the full potential of AWS, resulting in a solution that empowers business growth beyond the competition.

Our initial engagement with Herff Jones began when we were asked to help save them from the imminent failure of their yearbook e-design software. We focused on modernizing and transforming their aging 14-year-old platform and infrastructure into a best-in-class product, while also re-platformed the legacy system to run in parallel until the new MVP product was released.

By leveraging the full potential of AWS, we turned their software into a SaaS product, approaching the challenge with a product mindset by combining business planning with modern cloud-native application development. We designed and built a solution that allows the business to grow, surpass the competition, and enables customers to work with agility and creativity.

"I can say with 100% confidence that we are best in class. Our new platform and technology let us look to the future and consider what's possible next."

CHALLENGES

Many of Herff Jones' business-critical challenges led back to a single source: their foundational application was built on outdated, aging infrastructure – they had to modernize, and quickly. Always in response and defense mode, the technology team at Herff Jones faced a long list of challenges, with a few rising to the top:

- Operational inefficiencies slowed business and product innovation.
- Slow go-to-market planning and delivery capabilities meant the competition pulled ahead and customer satisfaction declined.
- System scalability was limited and failure-prone, and reliability was low and unpredictable.
- Fixing critical bugs took months, not days, affecting user experience.
- System lacked proper monitoring and logging – there was no proper measurement of impact.
- Onboarding process for new clients was highly manual and failure prone.

THE RESULTS

30%

Over forecasted
revenue growth

FASTER TO MARKET

DevOps and automation enabled
daily releases

INCREASED

Customer satisfaction and
retention rates

SOLUTIONS

To help spark the moment, we worked closely together to understand their business plan and bring it to life using our technical expertise and prioritization of product decisions. We followed a proven operating framework for effectively implementing a SaaS solution that merged the business and technical sides.

THE BUSINESS SIDE

We worked together to ensure their business vision and goals would be fully realized—and monetized—through a SaaS AWS solution.

- Product Roadmap—chart a path toward transformational change
- Go-to-Market Planning—launch a best-in-class product to capture market share
- Monetization and Packaging—stand apart and ensure a secure future
- Customer Success—what does it look like, how do we measure it?
- MVP Approach—by adopting an MVP approach, we can launch faster

THE TECHNICAL SIDE

Developing the business and technical sides in tandem is a dance. One leads for a bit, and then the other. Herff Jones and CleanSlate similarly traded leads—they developed their business vision and goals, and we brought them to life as well-built, future-proof technology. This included:

- Profiling, Analytics, Identity and Access
- Tenant Isolation and Multi-Tenant Storage
- SaaS DevOps—focused on agility and operations
- SaaS Design Decomposition
- Partner Integration
- Modernization—leveraging AWS services, Angular, and Java development
- Product Design & UI/UX

We live and breathe AWS SaaS. For us, it's about more than delivering a product strategy—it's about creating market-shifting applications that provide meaningful experiences.

ENABLING INNOVATION THROUGH MODERNIZATION - ONE FAUCET AT A TIME

Delta Faucet is a long-time manufacturing company of hardware and are producers of the first single handle faucet. They are the first to advertise a faucet in print, as well as bring to market the first domestically produced kitchen faucet pull-out. Delta's Innovation group - First Wave - is where they launch new products and innovations into the market to meet customer demands and keep pace in the digital landscape.

In 2018, Delta Faucet launched its voice-activated faucet. The success of the voice-activated faucet and the accelerating trend toward digital products led Delta to re-envision the platform to scale & grow its digital products and services. Delta's industry is shifting from mechanical only to digitally enhanced (smart faucet) to fully digital (Smart Home) to keep pace Delta needed to incorporate digital into their product mix. CleanSlate entered the picture to build out the foundation for Delta Faucet to ensure they could continue launching digital-enabled products. Over the course of our partnership with Delta Faucet, we worked toward implementing product delivery capabilities leveraging modern Agile delivery processes and "best fit" tooling.

"We've been lucky to have CleanSlate as a partner who was able to architect and build our DevOps processes so we can easily push out Delta's products and upgrades that our customers expect."

- Joe Baumgarte, Head of Connected Home Product and IoT Technology

CHALLENGES

Need for New Comprehensive Software Development Process and Infrastructure

Moving from traditional manufacturing to a hybrid model of building faucets and enabling them with software meant that it was time for Delta to innovate.

Working With a Broad Set of Technologies

The launch of the voice faucet introduced an entirely new set of technologies, voice skills, mobile applications, APIs, and more. Building these skills would take time in this tight labor market, so Delta chose a partner with the skills to create the digital experience quickly.

Time for Refresh - The Ever-Changing Landscape

In only two short years of launching the voice faucet, the landscape of cloud technologies has shifted significantly.

The Need for Quality

Delta Faucet is known for its quality products. Introducing new digital features meant increased complexity for launching new products. Software quality would need to match product quality. Additionally, automated testing would need to be implemented to streamline and save time in the product launch process.

THE RESULTS

90%

QA code coverage
via automation

INCREASED EFFICIENCY

Operational efficiency was increased for creating
environments for new products.

INCREASED

Scale up capabilities to meet
customer demands

SOLUTIONS

Build Out DevOps Infrastructure

CleanSlate built out cloud-based solutions to implement DevOps practices throughout planning, development, delivery, and operations to allow for better collaboration and ship products faster. Among the various cloud-based tools, the automated process included:

- Rewriting and Updating Existing Code to Leverage Automation
- Automated Code Reviews for Quality
- Security Standards Checks
- Adding New Features to Create the Connected Water Platform

All of the above revolve around customer experience, reliable & secure products, excellent customer experience, efficient operations to make the product affordable to build, and support to allow Delta to remain competitive.

Implementing Standard Cloud Environments

CleanSlate built out, designed, and implemented cloud environments so that when new features were deployed, we could put them in the right place, at the right time – every single time through automation and with very minimal human intervention in the process. Standard processes and tools mean better quality and more efficiency; therefore lower cost to build and support and finally speed to market.

RESULTS

- Adding New Features to Create the Connected Water Platform

CleanSlate implemented testing automation that increased code coverage from 10% to 90% to ensure everything was solid before it ever went into production. The ability to spin up a new project and a pristine environment to support the development of new projects went from months (even quarters) down to just a matter of hours. This was a huge win for Delta Faucet.

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TECHNICAL SUPPORT EXPERIENCE



Providing Tier 3 Technical Support

CleanSlate has partnered with many companies to provide technical advisory, support and implementation services among many clients. Some areas of focus we partner with clients on to ensure application continue to run, while modernization efforts and new product development approaches can be established. CSTG will work with clients to provide technical support on infrastructure, DevOps, and applications. We will take over the entire process or work within the defined client systems. Examples of work completed:

- Application Bug and Defect Resolution
- Code analysis for quality and defect identification
- Working with Tier 1 and Tier 2 support to understand bug and defect for prioritization and effort analysis
- Database analysis and correlation with application code stack for performance or error resolution
- Log monitoring and evaluation for root cause analysis
- Observability tooling and monitoring for application performance
- DevOps management, support and education for streamlined deployments, improved quality, etc.
- Cloud infrastructure monitoring, support, and routine maintenance.



CLEANSLATE CORE VALUES

CleanSlate exists to make it easy for companies to adopt leading-edge cloud technology solutions that accelerate business outcomes. Our core values are what make CleanSlate, CleanSlate. Our people use these values to guide their daily work activities, which allows us to focus on delivering great results for our customers.

	<p>All Hands Alliance Work for the WE mindset, and celebrate the diversity and distinctiveness of our team's skills and experiences. We harness the varied skills and unique talents of all team members to collectively build unstoppable momentum and unimaginable achievement.</p>
	<p>Passionate Partners Passion generates excitement for what we do and how we do it for our team and clients. We show empathy and listen to solve problems and future-proof our clients. As a result, we exceed expectations and leave the client better than we started.</p>
	<p>Inspired Innovators Learn and be curious. Innovation motivates us to be curious, act, take smart risks, explore new ideas, learn from mistakes, and constantly exceed expectations.</p>
	<p>Own It Be a leader and operate to make the company, clients, colleagues, and ourselves better. When we see a problem, move to solve it with the best interest of your colleagues and the client.</p>
	<p>Take Action Clients trust us to bring clarity, solve problems and get it done. Our clients trust us to be the builders and makers that will overcome obstacles, find solutions, and deliver results.</p>