

**PROFESSIONAL SERVICES CONTRACT****Contract # EDS A27-25-003**

This Contract ("Contract"), entered into by and between the **Indiana Secretary of State (the "State")** and **Maverick Quantum, Inc. (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 goods and services relative to this Contract:

Indiana Secretary of State mavQ intelliSuite Platform Enterprise Subscription license, support and services as detailed in **Attachment A**.

**2. Consideration.** The Contractor will be paid for professional services on an as-needed basis at rates detailed in **Attachment A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **Three Hundred Fifty-Nine Thousand, Three Hundred and Fifty Dollars (\$359,350.00)**.

**3. Term.** This Contract shall be effective for a period of 12 months and two weeks. It shall commence on **August 1, 2024** and shall remain in effect through **July 31, 2025**.

**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 reasonable 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 acts or conditions beyond such party's reasonable control, including, but not limited to, 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
<hr/>				

~~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](mailto: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](mailto: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/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/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~~ on request ~~this Contract~~ 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.]~~

~~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.~~

~~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/idea/mwbe/payaudit.htm](http://www.in.gov/idea/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 first-class U.S. mail service, commercial courier service, or hand delivery, to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Jerold A. Bonnet, General Counsel  
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:

**Vamshi Vaddiraja, CEO**  
**Maverick Quantum, Inc.**  
**6303 Cowboys Way, Suite 400**  
**Frisco, TX 75034**

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 RFP or RFQ if any, (4) Contractor's response to State's RFP or RFQ 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: paragraphs 13, 16, 19, 26, 28, 32 and 51.

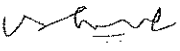
**51. Limitation of Liability.** In no event shall either party be liable to the other for any exemplary, punitive, consequential, special, indirect, or incidental damages under this agreement. To the maximum extent permitted by law, Contractor's total liability for all claims under this contract shall not exceed the total amount paid to Contractor under this Agreement.

**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.

**Maverick Quantum, Inc. [Contractor]**

By:   
Vamshi Vaddiraja, CEO  
Name and Title, Printed  
Date: July 26, 2024

**Indiana Secretary of State [Indiana Agency]**

By:   
Jerold A. Bonnet, Deputy Secretary of State  
Date: 7/29/2024



ATTACHMENT A



Maverick Quantum, Inc.

6303 Cowboys Way, Suite 400

Frisco, Texas 75034

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**Indiana Secretary of State  
Document Management SOW**

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## Background Information

### Client

**Indiana SOS**

### Provider

**Maverick Quantum, Inc.**

### SOW Effective Date

**Execution Date**

## Agreement Parties Information

<b>Client</b>	<b>Indiana SOS</b>
<b>Provider</b>	<b>Maverick Quantum INC.</b>

## Project Sponsors

<b>Client Project Sponsor</b>	<b>mavQ Project Sponsor</b>
<b>Robert Fulk</b>	<b>Vamshi Vaddiraja</b>
<b>CIO</b>	<b>CEO</b>

## Project Objective

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The Client (Indiana SOS) will enter a services agreement with mavQ to implement a search Portal and a Google based gen AI Chatbot. This will provide the Client with an extensible way to manage and search against document metadata. The implementation of AI-powered Chatbots and process automation in the Secretary of State's office will enhance responsiveness by providing instant assistance, improve constituent services through personalized interactions, increase efficiency by streamlining workflows, and drive innovation by leveraging advanced AI capabilities such as machine learning and predictive analytics.

The solution will further integrate LLMs and systems, securely hosted within the Indiana Secretary of State Cloud environment. It will be protected by data governance and stringent controls, fully compliant with state AI policies.

The first objective of the project is to migrate the customers legacy documents from their legacy systems (Docufree and Info+) into a Cloud database, which will be hosted on the Secretary of State's Google account to ensure the office retains ownership of the documents. As needed, documents will be imported from info+ and other SOS Document repositories. AI will be utilized to extract metadata from legacy documents and store against the document record. SOS users will be able to access a page through a credentialed login that enables them to search across metadata through filters and search criteria to find specific documents

The second objective is to implement a custom AI virtual agent for the INBiz system that is multimodal and multilingual. This virtual agent will enhance user interactions, streamline processes, and provide comprehensive support, resulting in improved efficiency and user satisfaction. The virtual agent allows for enhanced, dynamic data to better track the constituent journey and interactions with the agent and site.

The following features and services will be provided as part of this SOW:

1. One time data migration from legacy data store
2. Enabled AI to extract metadata from documents at the time of ingestion/migration
3. Knowledge base for gen-AI powered chatbot

Future phases will expand use cases across the Secretary of State's office, including the deployment of virtual agents for other divisions. This will involve integrating Robotic Process Optimization and leveraging AI to enhance constituent services, improve customer satisfaction, and increase operational efficiency.

This approach ensures that the Secretary of State's office is well-protected in case of any

future changes.

1. All documents and their metadata will be stored on the Indiana SOS's Google platform, ensuring they remain the property of Indiana SOS.
2. The Custom Search Portal will continue to be owned and managed by Indiana SOS.
3. AI chatbots, Google DialogFlow, and other customizations will also stay with the Indiana SOS.
4. Any custom Google document AI models will remain with Indiana SOS.
5. The entire solution will be deployed into a customer managed Google account

## Project Scope – Implementation

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Described below are the initial desired solution features and requirements as they are understood by mavQ today (collectively the "Solution Features"). Additional features and requirements may be introduced and prioritized by customers in future phases as the project progresses. However, the addition of features and functionality midstream may result in the exclusion of features documented herein from the final solution for the first phase of engagement. Additionally, the Project Assumptions section includes assumptions that are critical in determining the timeline and scope of the project including but not limited to implementation and data capture.

IN-SCOPE		
Component	Details	Assumptions
Data Migration	<p>mavQ will perform the document migration. Migrated data will be stored in Cloud Storage Buckets.</p> <p>mavQ Proserv will perform the document migration.</p>	<p>5-6 TB of document migration will be in scope (DocuFree and Info+ or the State's document repository.)</p> <p>Document categorization is dependent on optional model training being in scope.</p> <p>Without model training, mavQ will migrate the documents (with only the existing metadata from the source) only</p>
Model Training	<ul style="list-style-type: none"><li>• Classification models will be trained to classify incoming document</li></ul>	Advanced model training will enable the capability for the following in the system:

	<ul style="list-style-type: none"> <li>Models will be utilized with document splitter to segregate document files that have multiple documents</li> <li>Extraction models will be trained on up to 10 document types to extract the following fields <ul style="list-style-type: none"> <li>Entity Name</li> <li>Business ID</li> <li>Filing Date (when available)</li> <li>Address (when available)</li> <li>Document Type</li> <li>Filing Number (When available)</li> </ul> </li> <li>Metadata extraction models on up to 15 additional document types will be supported with Gen-AI document models</li> </ul>	<p>1. Advanced search and filtering criteria based on extracted metadata</p> <p>AI model type will be trained when appropriate</p> <p>Models will be trained on Google Document AI</p>
Search Database	mavQ will develop and deploy a custom vector search database which will store all the extracted metadata from migrated documents into a vector database. mavQ will also set up the APIs for data migration and real-time search from the database.	The custom vector search database solution will be deployed on Google Cloud Compute Infrastructure.
Search & Admin Portal	<p>A custom portal with basic authentication configured to create a search portal.</p> <p>Search Portal will enable users to login and search for documents.</p> <p>Update Extracted Metadata for selected files</p> <p>The search portal would be ADA compliant with Level AA success criteria and conformance requirements specified in WCAG 2.1</p>	<p>Document searches will work for extracted metadata.</p> <p>If model training is in scope, then users will be able to search/filter by classification and specific field criteria as well.</p>
Gen-AI Chatbot	<p>Chatbot will be configured and able to be placed on an external portal page.</p> <p>Chatbot will reference knowledge articles to pull content</p>	<p>Knowledge articles will be formatted and provided by customer (Indiana SOS)</p> <p>mavQ will provide guidance on article format for more accurate AI responses</p> <p>Only basic scripted chatbot configurations</p>

	<p>Chatbot will link users to the documented knowledge article for reference</p> <p>Access to back-end functions</p> <ol style="list-style-type: none"> <li>1. Full access to Google DialogFlow functions, utilization metrics etc.</li> <li>2. Ability to onboard new Chatbots, review usage metrics, alter chatbot responses.</li> </ol>	<p>will be defined in scope.</p> <p>Customer will have an admin page (using Google Dialog Flow) where they can view and configure interaction data:</p> <ul style="list-style-type: none"> <li>• Prompts</li> <li>• Intents</li> <li>• Questions asked</li> </ul>
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## Project Fees – One time Charges

Fees under this Statement of Work will be billed on a Fixed Fee basis.

Fees are based on the following assumptions:

- Implementation fees covers scope defined above
- Pricing does not include contract vehicle fees, if applicable
- Discovery and Design periods during implementation can define the need for custom work. Required changes will be handled through a change order

Implementation Services	Cost (One Time)
Document Migration and AI model Training Services for Metadata Extraction	\$152,500
Custom Search Portal, Admin Portal and AI Search	\$146,250
Gen AI Chatbot	\$30,000
One time implementation fee	\$328,750
Discount	\$20,000
Implementation Total	\$308,750

- Pricing does not include google cloud costs
- Pricing does not include contracting vehicle fees, if applicable
- Pricing does not includes costs for AI services utilized in the data migration like Classification Models, Document splitter, Document indexes and Data extraction models
- Efforts beyond the scope included may require a change order

## Enterprise Support

Indiana SOS will procure an Enterprise Support package for go-live enhancements and model training. Enterprise Support will be billed on a fixed fee basis.

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<b>Enterprise Support</b>	<b>Cost (Annual)</b>
mavQ Enterprise Support (6 months)	\$50,600
<b>Total</b>	<b>\$50,600</b>

Enterprise Support package may be utilized for the following activities.

1. Enhancements to functionalities
2. Model training and uptraining (on existing models with updated data sources)
3. Training Services (train the trainer, if required)
4. Enterprise Support assumes a reasonable amount of hours (8 hours per week) based on the known scope of work and on-going post go-live support. Additional hours may require a Change Order.

## Payment Schedule

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<b>Milestone</b>	<b>Deliverables</b>	<b>Cost</b>
1	Contract Execution Week 1	\$77,187.5 25% of Implementation
2	Project Kickoff Week 1	\$77,187.5 25% of Implementation
3	Document Migration Complete Week 16	\$154,375 50% of Implementation
4	Enterprise Support Week 18 (After Go-Live Support)	\$50,600 6 months of Enterprise Support
<b>Implementation Total (One Time)</b>		<b>\$308,750 One Time</b>
<b>Enterprise Support (On Go-live)</b>		<b>\$50,600 6 months</b>
<b>Total</b>		<b>\$308,750</b>
<b>Total (With Enterprise Support)</b>		<b>\$359,350</b>

- Pricing does not include contract vehicle fees, if applicable.
- Invoices will be sent via Net 60 Payment terms

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## mavQ Services Cost Summary

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- Client expressly agrees with the Maverick Quantum, Inc. (mavQ) Terms of Service Agreement attached to this SoW as Exhibit A.
- The fixed fee set forth above is binding only to the extent that the project scope, timeline and assumptions set forth in this SOW are accurate.
- If the requirements, scope or Deliverables following the "checkpoint review" or the define and design phase exceed the estimated fees and/or timeline set forth in this SOW, Client, at its option, may reduce the scope to accommodate the timeline and budget set forth herein or execute a Change Order.
- There are no anticipated travel or expenses in order to perform the Services. In the event that changes, a formal Change Order will be agreed and executed upon between all parties.
- Should additional mavQ requirements be identified during the project, mavQ will estimate the additional work effort and will obtain authorization from Client in advance in accordance with the change procedure set forth in the Agreement.
- If Client requires a purchase order to be invoiced, Client shall provide a purchase order number upon the SOW Effective Date.

## Change Order Process

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Each Change Order will act as an amendment to this SOW, and upon its execution, mavQ will provide Services pursuant to the Terms of this SOW. All Change Orders shall be agreed upon by the parties in writing prior to their implementation.

Notwithstanding the above, mavQ can make resource-level changes to accommodate project needs as long as there is no impact to the overall budget or timeline. These changes will require documented acceptance from both mavQ and Client via a project scope baseline adjustment document, the format of which will be agreed upon during the project.

## Project Assumptions

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- Sufficient and appropriate customer resources set forth in this SOW must be available during the course of the project (for both on-site and remote work).

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- Clients will provide a single point of contact who is empowered to make decisions and approve direction. This resource will be available for at least one hour per day to review progress, provide feedback and direction.
- Client and mavQ will jointly manage the project and each party will manage its own resources. All Client resources shall be available for the duration of the project. Client will be responsible for all high-level project management activities.
- mavQ resources will remotely provide the majority of support for this project. Short daily meetings will be conducted at the discretion of the project teams to drive rapid and iterative progress.
- Where the implementation approach of a defined requirement is not explicitly defined in the SOW, mavQ shall manage the implementation architecture decision. If an alternative architecture is desired, mavQ may, in its sole discretion, require a Change Order.
- mavQ will validate the underlying platform configuration prior to deployment of any mavQ Deliverables.
- mavQ is a global company and may utilize resources offshore.
- All underlying computing platforms meet minimum requirements and are officially supported by mavQ
- Client is responsible for UAT script writing and UAT session training and facilitation. UAT shall be performed in accordance with mutually agreed documentation and the timeline defined above.
- Project delays not attributable to mavQ may result in a Change Order.
- mavQ consultants must be provided reasonable access to Client systems, if required.
- Any explicit work effort that is not defined as either an mavQ responsibility or Client responsibility will be considered a Client responsibility by default.
- Changes to project requirements will be strictly managed so as not to compromise delivery plans or project scope.
- Any work not specified within this SOW is out of scope.
- Work under this engagement must Go Live within the parameters and schedule agreed upon by mavQ and the Client. If Client fails to Go Live with any development or configuration within this SOW within the timeline agreed upon and at no fault of mavQ, the budget for this project must be extended by the additional hours for work to continue. Additional hours must be in signed writing by the Parties or through written Change Order.
- Any failure by either party to enforce the other party's strict performance of any provision of this SOW will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this SOW.
- mavQ is not responsible for delays caused by failures, including but not limited to: systems, personnel or environmental causes, or in receiving data from the Client.
- All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise

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# Acceptance

Customer		mavQ	
Signature		Signature	
Print Name		Print Name	Vamshi Vaddiraja
Print Title		Print Title	Chief Executive Officer
Date		Date	

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## EXHIBIT A

### Terms of Service Agreement

This Maverick Quantum, Inc. (mavQ) Terms of Service Agreement (together with all Exhibits, Statements of Work, and Addendums hereto, this "Agreement"), is made and entered into by and between Maverick Quantum, Inc. having its principal place of business at 6303 Cowboys Way, Suite 400, Frisco, TX 75034 ("mavQ") and the Customer identified in the Exhibits, Statements of Work and Addendums to which this Agreement is attached (the "Customer", together the "Parties," each individual a "Party").

This Agreement is effective as of the date written below (the "Effective Date"). Customer signatory represents and warrants that: (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not sign this Agreement.

#### Provision of the Services.

- a. Statement of Work. "Services" means the services described herein and any Statement of Work ("SOW") or other agreement executed by both parties during the term of this Agreement. Each duly executed SOW shall be made a part of this Agreement, which shall be read to include all terms and conditions herein.
- b. Services Use. Subject to this Agreement and any underlying SOW, during the Term, Customer may: (a) use the Services, (b) integrate the Services into any Application that has material value independent of the Services, and (c) use any Software provided by mavQ as part of the Services. Customer may not sublicense or transfer these rights except as permitted under the Assignment section of this Agreement.
- c. Accounts. Customer must have an Account to use the Services and is responsible for the information it provides to create the Account and its passwords for the Account, and for any use of its Account. If Customer becomes aware of any unauthorized use of its password or its Account, Customer will notify mavQ as promptly as possible. mavQ has no obligation to provide Customer multiple Accounts.
- d. New Applications and Services. mavQ may: (i) make new applications, tools, features or functionality available from time to time through the Services and (ii) add new services to the "Services" definition from time to time, the use of which may be contingent upon Customer's agreement to additional terms.
- e. Modifications. mavQ may make commercially reasonable updates to the Services from time to time. If mavQ makes a material change to the Services, mavQ will inform the Customer.

#### 2. Payment Terms.

- a. SOW Payment Terms. Payments shall be made under the terms in a duly agreed and executed SOW or Purchase Order made between the Parties.
- b. Taxes.
  - i. Customer is responsible for any Taxes, and Customer will pay mavQ for the Services without any reduction for Taxes. If mavQ is obligated to collect or pay Taxes, the Taxes will be invoiced to the Customer, unless the Customer provides

mavQ with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If Customer is required by law to withhold any Taxes from its payments to mavQ, Customer must provide mavQ with an official tax receipt or other appropriate documentation to support such withholding. If under the applicable tax legislation, the Services are subject to local VAT and the Customer is required to make a withholding of local VAT from amounts payable to mavQ, the value of Services calculated in accordance with the above procedure will be increased (grossed up) by the Customer for the respective amount of local VAT and the grossed up amount will be regarded as a VAT inclusive price. Local VAT amount withheld from the VAT-inclusive price will be remitted to the applicable local tax entity by the Customer and Customer will ensure that mavQ will receives payment for its services for the net amount as would otherwise be due (the VAT inclusive price less the local VAT withheld and remitted to applicable tax authority).

- ii. If required under applicable law, Customer will provide mavQ with applicable tax identification information that mavQ may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse mavQ for) any taxes, interest, penalties or fines arising out of any mis-declaration by the Customer.
- c. Invoice Disputes & Refunds. Any invoice disputes must be submitted prior to the payment due date identified on an invoice, Purchase Order, and/or SOW. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within sixty days after charged (this does not affect any Customer rights with its credit card issuer). Refunds (if any) are at the discretion of mavQ and will only be in the form of credit for the Services. Nothing in this Agreement obligates mavQ to extend credit to any party.
- d. Delinquent Payments: Suspension. Late payments may bear interest at the rate identified in a SOW (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by mavQ in collecting such delinquent amounts. If Customer is late on payment for the Services, mavQ may Suspend the Services or terminate the Agreement for breach pursuant to this Agreement.

### 3. Customer Obligations.

- a. Compliance. Customer is solely responsible for its Applications, Projects, and Customer Data and for making sure its Applications, Projects, and Customer Data comply with the Acceptable Use Policy (AUP). mavQ reserves the right to review the Application, Project, and Customer Data for compliance with the AUP. Customer is responsible for ensuring all Customer End Users comply with Customer's obligations under the AUP, the Service Specific Terms, and the restrictions below.
- b. Privacy. Customer will obtain and maintain any required consents necessary to permit the transmission and processing of Customer Data under this Agreement.

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- c. Restrictions. Customer will not, and will not allow third parties under its control to:
- i. copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (subject to Section 3(d) below and except to the extent such restriction is expressly prohibited by applicable law);
  - ii. use the Services for any activities that could be considered "high risk activities", ie: any activity that could foreseeably result in physical harm or death;
  - iii. sublicense, resell, or distribute any or all of the Services separate from any integrated Application;
  - iv. create multiple Applications, Accounts, or Projects to simulate or act as a single Application, Account, or Project (respectively) or otherwise access the Services in a manner intended to avoid incurring Fees or exceed usage limits or quotas;
  - v. unless otherwise set forth in the SOW, use the Services to operate or enable any telecommunications service or in connection with any Application that allows Customer End Users to place calls or to receive calls from any public switched telephone network;
  - vi. process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or
  - vii. unless otherwise specified in writing by mavQ, mavQ does not intend uses of the Services to create obligations under HIPAA, and makes no representations that the Services satisfy HIPAA requirements. If Customer is (or becomes) a Covered Entity or Business Associate, as defined in HIPAA, Customer will not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Customer has received prior written consent to such use from mavQ.
- d. Third Party Components. Third party components (which may include open-source software) of the Services may be subject to separate license agreements. To the limited extent a third-party license expressly supersedes this Agreement, that third-party license governs Customer's use of that third-party component.
- e. Documentation. mavQ may provide Documentation for Customer's use of the Services. The Documentation may specify restrictions (e.g. attribution or HTML restrictions) on how the Applications may be built or the Services may be used and Customer will comply with any such restrictions specified.

4. Suspension

- a. AUP Violations. If mavQ becomes aware that Customer's or any Customer End User's use of the Services violates the AUP, mavQ will give Customer notice of the violation by requesting that Customer correct the violation. If Customer fails to correct the violation within 24 hours of mavQ's request, then mavQ may Suspend all or part of Customer's use of the Services until the violation is corrected.
- b. Other Suspension. mavQ may immediately Suspend all or part of Customer's use of the Services if:

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- i. mavQ believes Customer's or any Customer End User's use of the Services could adversely impact the Services, other Customers' or their end users' use of the Services,
- ii. there is suspected unauthorized third-party access to the Services;
- iii. mavQ believes it is required to Suspend immediately to comply with applicable law;
- iv. Customer is 60 or more days delinquent on payment to mavQ; or
- v. Customer is in breach of the restrictions herein. mavQ will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, unless prohibited by applicable law, mavQ will notify Customer of the basis for the Suspension as soon as is reasonably possible.

5. Intellectual Property

- a. Intellectual Property Rights. Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and mavQ owns all Intellectual Property Rights in the Services and Software, including the Output.
- b. Customer Feedback. If Customer provides mavQ Feedback about the Services, then mavQ may use that information without obligation to Customer, and Customer hereby irrevocably assigns to mavQ all right, title, and interest in that Feedback.

6. Confidential Information.

- a. Obligations. The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential.
- b. Required Disclosure. Notwithstanding any provision to the contrary in this Agreement, the recipient may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (i) and (ii) above will not apply if the recipient determines that complying with (i) and (ii) could: (a) result in a violation of Legal Process; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual. As between the parties, Customer is responsible for responding to all third-party requests concerning its use and Customer End Users' use of the Services.

7. Term and Termination.

- a. Agreement Term. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Agreement.
- b. Termination for Breach. Either party may terminate this Agreement for breach if:
  - i. the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice;
  - ii. the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or
  - iii. the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches. In addition, mavQ may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 7(b)(i), (ii), and/or (iii).
- c. Termination for Convenience. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on thirty (30) days' prior written notice and upon termination, must cease use of the applicable Services. mavQ may terminate this Agreement for its convenience at any time without liability to Customer. If Customer terminates the Services before the end of Customer's current annual subscription term, the full subscription fee for the annual term will become due and payable and cancellation will take effect immediately upon payment in full. There will not be any prorating of unused time or refund for any annual subscription fees prior to or during the current term of cancellation.
- d. Effect of Termination. If the Agreement is terminated, then:
  - i. the rights granted by one party to the other will immediately cease;
  - ii. all Fees owed by Customer to mavQ are immediately due upon receipt of the final electronic bill;
  - iii. Customer will delete the Software, any Application, Instance, Project, and any Customer Data; and
  - iv. upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

8. Publicity. Customer is permitted to state publicly that it is a Customer of the Services, consistent with the Trademark Guidelines. If Customer wants to display mavQ Brand Features in connection with its use of the Services, Customer must obtain written permission from mavQ. mavQ may include Customer's name or Brand Features in a list of mavQ customers, online or in promotional materials. mavQ may also verbally reference Customer as a customer of the Services. Neither party needs approval if it is repeating a public statement that is substantially similar to a previously approved public statement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.

9. Representations and Warranties. Each party represents and warrants that:
- a. it has full power and authority to enter into the Agreement; and
  - b. it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.

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10. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- a. mavQ AND DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT;
- b. mavQ IS NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES;
- c. CUSTOMER IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS APPLICATION, PROJECT, AND CUSTOMER DATA; and
- d. mavQ DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

11. Limitation of Liability.

- a. Limitation on Indirect Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- b. Limitation on Amount of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO mavQ UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- c. Exceptions to Limitations. These limitations of liability do not apply to violations of a party's Intellectual Property Rights by the other party, indemnification obligations, confidentiality obligations or Customer's payment obligations.

12. Indemnification.

- a. By Customer. Unless prohibited by applicable law, Customer will defend and indemnify mavQ and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from: (i) any Application, Project, Instance, Customer Data or Customer Brand Features; or (ii) Customer's, or Customer End Users', use of the Services in violation of the AUP.
- b. By mavQ. mavQ will defend and indemnify Customer and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising solely from an Allegation that use of (i) mavQ's technology used to provide the Services or (ii) any mavQ Brand Feature infringes or misappropriates the third party's patent, copyright, trade secret, or trademark.

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- c. Exclusions. This Section 12 will not apply to the extent the underlying Allegation arises from:
- i. the indemnified party's breach of this Agreement;
  - ii. modifications to the indemnifying party's technology or Brand Features by anyone other than the indemnifying party;
  - iii. combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party; or
  - iv. use of non-current or unsupported versions of the Services or Brand Features;
- d. Conditions. Sections 12(a) and 12(b) will apply only to the extent:
- i. The indemnified party has promptly notified the indemnifying party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If breach of this Section prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 12(a) or 12(b) (as applicable) will be reduced in proportion to the prejudice.
  - ii. The indemnified party tenders sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
- e. Remedies.
- i. If mavQ reasonably believes the Services might infringe a third party's Intellectual Property Rights, then mavQ may, at its sole option and expense: (a) procure the right for Customer to continue using the Services; (b) modify the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative.
  - ii. If mavQ does not believe the remedies in Section 11(3) are commercially reasonable, then mavQ may Suspend or terminate Customer's use of the impacted Services.
- f. Sole Rights and Obligations. Without affecting either party's termination rights, this Section 12 states the parties' only rights and obligations under this Agreement for any third party's Intellectual Property Rights Allegations and Third-Party Legal Proceedings.

13. U.S. Federal Agency Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

14. Miscellaneous.

- a. Notices, copies of notices or other communications required hereunder shall be in writing and delivered to a party at the address set forth on the first page hereof. Notices may be

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delivered by U.S. mail, overnight courier, hand delivery, or electronic mail. All notices shall be effective upon delivery of the notice to the addressed party.

b. Neither party shall be the agent, employee, legal representative, partner or joint venturer of the other party for any purpose.

c. Neither party shall be liable for any failure to perform its obligations under this Agreement (other than obligations of payment) if prevented from doing so by a cause or causes, including Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, labor shortages, pandemics, epidemics, wars, or war operations, restraints of government or other cause or causes that could not, with reasonable diligence, be controlled or prevented by the party. Any failure to perform shall be cured by the non-conforming party as soon as is reasonably practicable.

d. Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party, which consent shall not be unreasonably withheld, except that either party may assign this Agreement, without consent of the other party, to an affiliate or a successor in interest to substantially all of the business of that party to which this Agreement relates. An assignee of either party shall be bound by the terms of this Agreement. If any assignee shall fail to agree to be bound by all of the terms and obligations of this Agreement, then such assignment shall be deemed null and void and of no force or effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

e. This Agreement, together with the SOW(s) to which it relates, constitutes the entire and exclusive agreement between the parties and supersedes all previous communications or agreements, either oral or written with respect to the subject matter hereof. In the event that any term contained in any SOW is inconsistent with the main body of this Agreement, the term of the SOW shall prevail but only to the extent necessary to resolve such conflict.

f. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Waivers shall be made in writing.

g. Although the restrictions contained in this Agreement are considered by the parties to be reasonable, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

h. Neither party shall use the other party's intellectual property, including any trademark, trade secret, or other designation, in any promotion or publication without the other party's prior written consent.

i. The making of this Agreement does not violate any applicable law, rule, or regulation; any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right, and the Parties are under no obligation to any third party that would in any manner prevent mavQ from performing the services required hereunder.

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- j. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of New York applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in the State of New York shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- k. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement or any other Transaction Document transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other Transaction Document for all purposes. A digital or electronic signature shall have the same force and legal effect as a signature affixed by hand to a printed copy.
- l. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.
- m. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will be entitled to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
- n. Sections 5, 6, 11, 12, and 14 shall survive any termination of this Agreement.
- o. Definitions.
  - i. "Account" means Customer's Maverick Quantum, Inc.'s account.
  - ii. "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
  - iii. "Allegation" means an unaffiliated third party's allegation.
  - iv. "Application(s)" means any web or other application Customer creates using the Services, including any source code written by Customer to be used with the Services, or hosted in an Instance.
  - v. "AUP" means the acceptable use policy set forth below for the Services, in which Customer agrees not to, and not to allow third parties to use the Services:
    - 1. to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing Customer End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);
    - 2. to engage in, promote or encourage illegal activity;
    - 3. for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
    - 4. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
    - 5. to interfere with the use of the Services, or the equipment used to provide the Services, by Customers, authorized resellers, or other authorized users; or
    - 6. to disable, interfere with or circumvent any aspect of the Services;

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7. to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam").
- vi. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- vii. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.
- viii. "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information and mavQ Data is considered mavQ's Confidential Information.
- ix. "Control" means control of greater than fifty percent of the voting rights or equity interests of a party.
- x. "Customer Data" means content provided to mavQ by Customer (or at its direction) via the Services under this Agreement.
- xi. "Customer End Users" means the individual Customer permits to use the Application.
- xii. "Feedback" means feedback or suggestions about the Services provided by Customer.
- xiii. "Fees" means the applicable fees for each Service and any applicable Taxes set forth in an applicable SOW.
- xiv. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.
- xv. "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.
- xvi. "mavQ Data" means all data contained in mavQ's intellectual property, including all rights in the data contained in any mavQ Services, software and output that is not Customer Data.
- xvii. "Services" means the services as set forth herein and in any applicable SOW.
- xviii. "SLA" means each of the then-current service level agreements
- xix. "SOW" means a Statement of Work which defines the Services, SLAs, terms, pricing, and details for any use, procurement, or engagement of the Maverick Quantum, Inc., which is made a part of this Agreement.
- xx. "Suspend" or "Suspension" means disabling or limiting access to or use of the Services or components of the Services.

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