

STATE OF OREGON
INFORMATION TECHNOLOGY SERVICES CONTRACT
PO-16500-00009488
(Consulting Services)

This Information Technology Consulting Services Contract (Contract) is entered into by and between the State of Oregon (State) acting by and through its Secretary of State's Office (Agency), and Logically AI Inc., a Delaware Corporation (Contractor) and is effective as of the Effective Date (defined below).

RECITALS

1. Agency desires to engage a Contractor to provide MDM Analysis Platform Services (the "Services" as defined below) to enable Agency to achieve specific business and Agency mission objectives defined in this Contract, including professional advice and consultation. To that end, Agency issued RFP #S-16500-00002374.
2. Contractor is the successful proposer to the RFP and Agency desires Contractor to perform the Services.
3. Contractor desires to perform the Services for Agency.

AGREEMENT

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, State and Contractor agree as follows:

1. DEFINITIONS.

"Acceptance" or "Accepted" means written confirmation by Agency that Contractor has completed a Deliverable according to the Acceptance Criteria and the Deliverable is accepted for purposes of interim payment. These terms are distinct from "Final Acceptance."

"Acceptance Criteria" means the criteria for accepting Deliverables required under this Contract, including but not limited to requirements and specifications for a Specific Deliverable in the applicable Statement of Work, and the Performance Warranties set forth in Section 11.2.

"Agency Data" means information created and information provided by Agency, and information created and collected by Contractor regarding Agency and its clients during the course of providing the Services.

"Agency Intellectual Property" means any intellectual property that is owned by Agency, including Agency Data. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.

"Agency Project Manager" means the person representing Agency who serves as Contractor's primary point of contact for the Services.

“Authorized Representative” means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Contractor’s Authorized Representative is the person so identified in Exhibit D. Agency’s Authorized Representative is the person so identified in Exhibit E.

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

“Calendar Days” means contiguous days.

“Change Order” means a form of Contract amendment pursuant to Section 7 that makes changes to the Statement of Work within the scope of this Contract.

“Confidential Information” is defined in Section 9.1.

“Contract” means all terms and conditions of this document and all its attachments and exhibits, including as amended.

“Contractor Intellectual Property” means any intellectual property that is owned by Contractor, Documentation, and derivative works and compilations of any Contractor Intellectual Property.

“DAS” means the State of Oregon acting through its Department of Administrative Services.

“Deliverables” means all items, including Work Product, that Contractor is required to deliver to Agency under this Contract.

“Deliverable Schedule” means the attributes of the applicable Statement of Work setting forth the completion date of each Milestone, the delivery date for each Deliverable, and other dates relevant to the delivery of Services.

“Documentation” means all documents, including documents that are Deliverables described in a Statement of Work and which may include reports, listings, requirements documentation, and other materials that are to be delivered by Contractor under this Contract. Documentation includes documents in hard copy or electronic form.

“DOJ” means the State of Oregon acting through its Department of Justice.

“EIS” means the State Chief Information Officer acting as DAS’ Enterprise Information Services.

“Effective Date” means the date specified in Section 2 or the date on which this Contract is fully executed and approved according to applicable laws, rules and regulations, whichever is later.

“Final Acceptance” criteria are in Section 3.4.

“Intellectual Property Rights” is defined in Section 12.2.

“Key Persons” means Contractor’s Authorized Representative, the Project Manager, and all other persons designated as Key Persons in Exhibit D.

“Maximum Not-To-Exceed Compensation” is defined in Section 6.1.

“MDM” means Mis-, Dis-, Malinformation, which is defined as information activities with the following categories:

- Misinformation is false, but not created or shared with the intention of causing harm.
- Disinformation is deliberately created to mislead, harm, or manipulate a person, social group, organization, or country.
- Malinformation is based on fact, but used out of context to mislead, harm, or manipulate.

“Milestone” means the completion date for a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

“Project” means the scope of work as described in RFP #S-16500-00002374, Section 1.5 and Attachment A.

“Project Manager” means Contractor’s representative who manages the processes and coordinates the Services with Agency’s Authorized Representative to ensure delivery of the Deliverables and completion of Milestones. Contractor’s Project Manager is the person so identified in Exhibit D.

“Proposal” means Contractor’s proposal in response to the RFP.

“RFP” means the Request for Proposal #S-16500-00002374.

“Schedule of Deliverables” means the attributes of a Statement of Work that describe each Task and Deliverable, measurable attributes of each Deliverable and any associated Milestone, with identification of the Services that are associated with them, and a completion date for each Milestone and Deliverable.

“Services” means all effort to be expended by Contractor under the Contract, including advice and expertise, and development and delivery of Deliverables and other Work Product.

“State” means the State of Oregon.

“Statement of Work” or **“SOW”** means the documents that describe the Services to be provided by Contractor, including the Tasks, Deliverables and Milestones, Documentation, Work Product, the attributes (including requirements and specifications) of each Deliverable,

identification of the Tasks and Services that are associated with each Deliverable, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties and attached hereto as a Statement of Work, including as amended pursuant to Section 7. As used in this Contract, except where otherwise expressly identified as being applicable only to a specific SOW, a reference to "Exhibit A," "SOW" or "Statement of Work" means the applicable Exhibit A (e.g., Exhibit A-1, Exhibit A-2, etc.) individually.

"Task" means a segment of the Services to be provided by Contractor under this Contract.

"Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Contractor. Third Party Intellectual Property includes software owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

"Warranty Period" means the time period specified in Section 3.5.

"Work Product" means everything that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or agents (either alone or with others) directly arising from the Contract and made for the exclusive benefit of agent, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection). Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include Agency Intellectual Property, Contractor Intellectual Property, or Third Party Intellectual Property.

2. TERM.

The Effective Date of this Contract is July 27, 2022, or the date on which this Contract is fully executed and approved according to applicable laws, rules and regulations, whichever is later. This Contract terminates on December 31, 2022, unless otherwise terminated or extended in accordance with its terms.

3. SCOPE OF SERVICES.

3.1. Performance and Delivery.

3.1.1. **Responsibilities of Contractor.** Contractor shall perform the Services as set forth in the applicable Statement of Work in accordance with the standards and methodologies set forth in the Statement of Work and elsewhere in this Contract. Contractor agrees to perform the Services:

3.1.2. Contractor shall cooperate with Agency and its designated third parties, including its Quality Assurance contractor, by providing access and information on

Contractor's Services as required for all oversight activities and Agency-identified third party services.

3.2. Responsibilities of Agency. If a Statement of Work requires Agency to provide any resources, and Agency fails to provide the requisite quality or quantity of such resources, or fails to provide such resources in a timely manner for a period that does not exceed thirty (30) Calendar Days, Contractor's sole remedy is an extension of the applicable delivery dates corresponding to the delay caused by Agency. If Agency's failure to provide such resources exceeds thirty (30) Calendar Days, and Contractor can show to the reasonable satisfaction of Agency that Agency's failure has resulted in an unavoidable increase in the cost of the Services required for the Statement of Work, then Contractor will be entitled to recover from Agency the reasonable amount of such increased costs. Contractor's right to delay applicable delivery dates or recover for increased costs may be exercised only if Contractor provides Agency Authorized Representative with reasonable notice via email of Agency's failure and Contractor uses commercially reasonable efforts to perform notwithstanding Agency's failure to perform.

3.3. Delivery and Review of Deliverables.

3.3.1. Contractor shall deliver Deliverables and complete Milestones as set forth in the applicable Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Delivery dates, both critical and non-critical, are set forth in the Statement of Work and are subject to Agency performing its responsibilities in a timely manner.

3.3.2. Contractor shall provide written notice to Agency upon delivery of a completed Deliverable to Agency. By no later than (i) fifteen (15) Business Days after receipt of such notice, or (ii) the date set forth for Agency's review in the current Accepted Project Implementation Plan and Schedule, Agency will determine whether the Deliverable meets Acceptance Criteria set forth in the Contract. Acceptance Criteria includes all requirements for a Deliverable and associated Services described in the Statement of Work, and the Performance Warranties in Section 11.2. If Agency determines that the Deliverable meets, in all material respects, Acceptance Criteria, Agency will notify Contractor of Agency's Acceptance in writing.

3.3.3. If Agency determines that a Deliverable does not meet the Acceptance Criteria in all material respects, Agency will notify Contractor in writing of Agency's rejection of the Deliverable, and describe in reasonable detail in such notice Agency's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Contractor shall, within a fifteen (15) Business Day period, modify or improve the Deliverable at Contractor's sole expense so that the Deliverable meets, in all material respects, the Acceptance Criteria, and notify Agency in writing that it has completed such modifications or improvements and re-tender the Deliverable to

Agency. Agency will thereafter review the modified or improved Deliverable within fifteen (15) Business Days of receipt of the Contractor's delivery of the Deliverable. Failure of the Deliverable to meet the Acceptance Criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either (i) notify Contractor of such default or instruct Contractor to modify or improve the Deliverables as set forth in this section, or (ii) notify Contractor of such default and pursue its remedies for default under Section 15 of this Contract.

3.4. Final Acceptance. "Final Acceptance" of the Deliverables will occur when the following events have occurred, or conditions exist:

3.4.1. Agency has notified Contractor that Deliverables meet all Acceptance Criteria including as specified in the applicable Statement of Work; and

3.4.2. All Documentation is complete, inventoried, and Accepted by Agency. Contractor shall provide all text Documentation in the format specified in the applicable Statement of Work; and

3.5. Warranty Period. Contractor shall warrant the Accepted Deliverables for a period of ninety (90) Calendar Days following Final Acceptance. During the Warranty Period, Contractor shall, at no additional charge to Agency, furnish such materials and Services necessary to correct any material deficiencies in a Deliverable that prevent the Deliverable from meeting its Acceptance Criteria and Contract warranties.

3.6. Performance Metrics. Contractor agrees to meet the performance metrics in the applicable Statement of Work, during the period of performance.

3.6.1. **Failure to Perform.** If Contractor fails to meet a performance standard, Contractor shall (i) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem; (ii) advise Agency, as and to the extent requested by Agency, of the status of remedial efforts being undertaken with respect to such problem; (iii) minimize the impact of and correct the problem and begin meeting the performance standard; and (iv) take appropriate preventive measures so that the problem does not recur.

4. CONTRACTOR'S PERSONNEL.

4.1. Key Persons. Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's Key Persons identified in Exhibit D. Contractor's Key Persons shall not delegate performance of their powers and responsibilities they are required to provide under this Contract to another Contractor employee(s) without first obtaining the written consent of the Agency. Further, Contractor shall not re-assign or transfer a Key Persons to other duties or positions such that the Key Person is no longer available to provide

the Agency with the required expertise, experience, judgment, and personal attention, without first obtaining Agency's written consent to such re-assignment or transfer, which Agency will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace Key Persons without Agency's consent in the event any Key Persons are no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that Agency approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons, Agency may interview, review the qualifications of, and approve or reject the proposed replacement(s) for the Key Persons. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Agency will thereafter be deemed a Key Person for purposes of this Contract and Exhibit D deemed amended to include such Key Person. Agency reserves the right to determine if a replacement Key Person has acquired the project knowledge and skills necessary to perform within the twenty-eight (28) Calendar Day period following Agency approval of the replacement Key Person.

4.1.1. Contractor shall not charge Agency, and Agency will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties, and will last for a minimum of fourteen (14) Calendar Days but not more than twenty-eight (28) Calendar Days, and will be reflected as an adjustment to a fee for a Deliverable associated with the replacement Key Person's Services.

4.2. Project Manager. Contractor shall designate a Project Manager as a Key Person for the Services. The Project Manager shall be familiar with Agency's business operations and objectives. The Project Manager will participate with Agency in periodic review sessions and will provide at Agency's request detailed progress reports that identify completed tasks and the status of the Services and Deliverables.

4.3. Contractor's Employees and Subcontractors. Contractor shall not use subcontractors to perform the Services without the Agency's prior written consent, except subcontractors and services which are used in the ordinary course of business by Contractor. Contractor represents that any employees assigned to perform the Services, and any subcontractors performing the Services, will perform the Services in accordance with the warranties set forth in Section 11 of this Contract.

4.4. Anti-Discrimination. Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS 279A.212 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during the entire Contract term. Contractor's failure to maintain such policy and practice constitutes a breach entitling Agency to terminate this Contract for cause.

4.5. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Contract, and Contractor's failure to comply constitutes a breach entitling Agency to terminate this Contract for cause.

4.5.1. As required by ORS 279B.235, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

5. **INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.**

5.1. **Independent Contractor.** Contractor shall perform all Services as an independent contractor. Although Agency reserves the right to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services. Contractor declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of Agency, as those terms are used in ORS 30.265.

5.2. **No Partnership.** This Contract is not intended, and will not be construed, to create a partnership or joint venture between Agency and Contractor. Nothing in this Contract will be construed to make Agency and Contractor partners or joint venture participants.

5.3. **Declaration and Certification as to Conflict of Interest.** Contractor by execution of this Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Contractor or any Contractor personnel or Key Persons who will perform Services under this Contract;(ii) in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the agency for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Services under this Contract; and (iii) this Contract and the delivery of Services creates no other violation of ORS Chapter 244 for Contractor, its agents, or subcontractors.

5.4. **Responsible for Taxes.** Contractor is responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment

insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

5.5. Compliance with Tax Laws. Contractor shall, throughout the duration of this Contract, comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State. Any violation of this section or of Contractor's warranty in Section 11.1.7 constitutes a material breach of this Contract. Any violation of this section or Section 11.1.7 entitles Agency to terminate this Contract, to pursue and recover damages that arise from the breach and the termination of this Contract, and to pursue all other remedies available under this Contract, at law, or in equity.

5.6. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon before entering into this Contract.

5.7. Disclosure of Social Security Number. Contractor shall provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws-

6. COMPENSATION.

6.1. Maximum Compensation. Notwithstanding any other provision of this Contract to the contrary, the maximum, not-to-exceed compensation that Agency will pay to Contractor is \$40,000.00 USD (the "Maximum Not-To-Exceed Compensation"), which includes payment for any allowable expenses for which Contractor may request reimbursement under this Contract.

6.2. Payments. Payments are subject to all provisions of this Section 6.

6.2.1. Payment of Fixed Prices. Payments are Deliverable-based. Agency will pay to Contractor the fixed price listed in the Statement of Work for each Deliverable completed, delivered to, and Accepted by Agency.

6.3. Expenses. Agency will not pay or reimburse any expenses incurred by Contractor during the completion of the Services, except those listed in the Statement of Work.

6.4. Invoices. Agency will pay Contractor not more than once each month upon Contractor's submission of a detailed invoice that sets forth the Services performed and Deliverables Accepted by Agency. Such invoices must comply with the requirements of this Section 6, identify the Deliverables completed and Accepted for which Contractor seeks

compensation, and itemize and explain all authorized expenses for which reimbursement is claimed. Contractor shall submit invoices to Agency's Authorized Representative. Agency will have the right to review each such invoice for compliance with the requirements of this section and any other relevant provisions of this Contract. All payments to Contractor are subject to ORS 293.462.

6.5. Limit on Payments. Contractor shall not submit invoices for, and Agency will not pay, any amount in excess of the Maximum Not-To-Exceed Compensation. If this maximum amount is increased by amendment of this Contract pursuant to Section 7, the amendment must be fully effective before Contractor performs Services subject to the amendment. No payment will be made for any Services performed or goods delivered before the Effective Date or after termination of this Contract.

6.6. Funds Available and Authorized. Contractor will not be compensated for Services performed under this Contract by any other agency or department of the State of Oregon. Agency believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payments under this Contract are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

7. **AMENDMENTS.** This Contract may be amended, modified, or supplemented only by a written amendment signed by Agency and Contractor that, if required by applicable law, has been approved by DAS and for legal sufficiency by DOJ. Any amendment that provides for additional Services may only provide for Services directly related to the scope of Services described in the RFP, and no amendment will be effective until all requisite signatures and approvals are obtained. Either Agency or Contractor may request a change to this Contract, including all exhibits hereto, by submitting a written proposal describing the desired change to the other party.

7.1. Change Control. Subject to the conditions above, amendments to a Statement of Work and related costs may be managed through an Agency-authorized change control process that reflects at least the processes described in this section. Either Agency or Contractor may request a change by submitting a written proposal describing the requested change to the other party. Agency's and Contractor's Authorized Representatives will review the written change request and either mutually approve it for further analysis or reject it.

7.1.1. Analysis of Change Requests; Change Orders. The parties will analyze each change request (that has not been rejected) in accordance with the authorized change control process to determine the effect that the implementation of the change will have on a Statement of Work, and related costs. If Contractor requests to make changes to meet Statement of Work requirements, such changes will be made at no cost to Agency, unless such changes are due to the failure of Agency or

its agents to perform their responsibilities in a timely manner. If the analyzed change request is mutually approved, the agreed-upon party will prepare a written change order, detailing all modifications to the changed Statement of Work and related costs (the "Change Order"). A Change Order at a minimum must contain:

- 7.1.1.1. The effective date of the Change Order;
- 7.1.1.2. A detailed description of the Services to be performed under the Change Order;
- 7.1.1.3. The particular specification or matter in the Contract which will be altered, and the precise scope of that alteration;
- 7.1.1.4. Whether the Change Order modifies critical path Deliverables or Milestones;
- 7.1.1.5. Any change in the cost of the Services to be performed pursuant to the Change Order; and
- 7.1.1.6. The cumulative cost changes of all Change Orders previously issued.

7.1.2. A Change Order may alter only that portion of a Statement of Work and related costs to which it expressly relates and must not otherwise affect the terms and conditions of this Contract. Both parties must sign the Change Order to authorize the Services described therein and incorporate the changes into this Contract. No Services may be performed pursuant to the Change Order and no payment will be made on account of the Change Order until the Change Order is fully executed and all required State of Oregon approvals are received.

7.1.3. **Payments.** Subject to the foregoing provisions of this Section 7.1 and performance of the Services, Agency will pay for Services performed pursuant to a Change Order according to the acceptance and payment procedures set forth in this Contract.

8. OWNERSHIP AND LICENSES.

8.1. Contractor Intellectual Property. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Agency pursuant to the Services performed under this Contract and all Intellectual Property that Contractor makes, produces, invents, or designs separate from or prior to this agreement. In the event that Work Product includes Contractor Intellectual Property, or a compilation that includes Contractor Intellectual Property, and provided Agency has paid any applicable licensing fee, Contractor grants Agency a non-exclusive, non-sublicensable, revocable, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Contractor Intellectual Property employed in the Work Product.

8.2. Work Product.

8.2.1. Except as specified in Section 8.2.2, Contractor owns all Work Product. Such Work Product is subject to the license in Section 8.1.

8.2.2. **Agency Data.** Agency owns all Agency Data, including Agency Data that is included in Work Product or that is otherwise created by or directly resulting from the Services and made exclusively for the benefit of Agency. Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Agency Data, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments to fully vest such rights in Agency.

8.3. Third Party Intellectual Property. Unless otherwise specified in a Statement of Work that Agency, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on Agency's behalf, in the name of Agency and subject to Agency's approval, a license to Third Party Intellectual Property provided to Agency by Contractor during the term of the Contract necessary for Contractor to deliver Contract Services and Deliverables, including Work Product. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Contractor shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

8.4. Open Source Elements. The Deliverables or other Work Product may contain open source materials, and some of such materials may be subject to a requirement that any distribution of such work be subject to the same license as the original work.

8.5. Agency Intellectual Property. Agency owns all Agency Intellectual Property, including Agency Data, provided to or collected by Contractor pursuant to this Contract. Agency grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Agency Intellectual Property, including Agency Data only to fulfill the purposes of this Contract. Agency's license to Contractor is limited by the term of the Contract and the confidentiality and security obligations of this Contract.

8.6. No Rights. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any

intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

8.7. No Rights in Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

8.8. Competing Services. Subject to the provisions of this Section 8, and Contractor's obligations with respect to Confidential Information, including as defined in Section 9, nothing in this Contract precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract related to and arising from its own Intellectual Property free of any use restriction or payment obligation to the other.

9. CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE.

9.1. Confidential Information. Contractor acknowledges that it and its employees, agents, or subcontractors may, in the course of performing the Services under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form obtained by Contractor or its employees, agents, or subcontractors in the performance of this Contract, including Agency Data, is deemed to be confidential information of Agency ("**Confidential Information**"). Contractor shall treat any reports or other documents or items (including data aggregations) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor) publicly known; (ii) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality, (v) is disclosed with the written consent of Agency, or; (vi) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

9.2. Non-Disclosure. Contractor, its employees, agents, and subcontractors shall hold Confidential Information in confidence, using the highest standard of care applicable,

and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract, and Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any such person. Contractor shall not at any time during or after the term of this Contract, except as directed by Agency, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Agency's request, Contractor shall deliver to Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Contract, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

9.3. Privacy and Security Requirements. Contractor and its employees, agents and subcontractors shall comply with laws, regulations, and policies governing access to and use of Agency Data, Privacy and Security Requirements, as they are stated elsewhere in this Contract, and as such laws, regulations, and policies are updated or otherwise made available to Contractor.

9.4. Non-Disclosure Agreement. Contractor shall upon Agency's request provide a written non-disclosure agreement for Agency's review and consent for use, and then obtain executed non-disclosure agreements from Contractor's employees, agents, and subcontractors performing Services under this Contract.

9.5. Criminal Background Check. Contractor's employees, agents and subcontractors that will perform Services under this Contract must submit to a criminal background check conducted by Agency. Such background check must occur prior to arrival on Agency premises or the Project facility, or prior to access of Agency Confidential Information, whichever occurs first. Background checks will be performed at Agency's expense. Agency in its sole discretion has the right to reject any Contractor employee, agent, or subcontractor, or limit any such person's access to State systems or premises based on the results of the background check.

9.6. Confidentiality Policies. Contractor shall, upon Agency's request, provide its policies and procedures for safeguarding Confidential Information to Agency for Agency's review and consent. Such policies must address information conveyed in oral, written,

and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.

9.7. Injunctive Relief. Contractor acknowledges that breach of this Section 9, including disclosure of any Confidential Information, will cause irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.

9.8. Publicity. Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of Contractor's services, without the prior written consent of Agency.

10. CONTRACTOR'S PROPRIETARY INFORMATION; OREGON PUBLIC RECORDS LAWS. Agency will use reasonable efforts to maintain the confidentiality of any proprietary information received from Contractor and will not use such proprietary information except to fulfill its obligations under this Contract and applicable state and federal law. Contractor acknowledges and agrees that any obligation of Agency to maintain the confidentiality of Contractor's proprietary information is conditioned by and subject to Agency's obligations under the Oregon Public Records Laws, including ORS 192.311 to 192.478, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.3501 or ORS 192.502, and the provisions for the custody and maintenance of public records, ORS 192.005 – 192.170.

10.1. Contractor proprietary information is any information marked or designated in writing by Contractor as "confidential" prior to initial disclosure, or information disclosed orally that is confirmed in writing as "confidential" within 10 (ten) Calendar Days of disclosure.

10.2. Agency may disclose Contractor proprietary information to its third party Quality Assurance contractor, and to State and federal oversight authorities to make required reports, to comply with requests for information, or to comply with an audit.

10.3. Agency may disclose and provide copies of Contractor proprietary information to the extent disclosure is required by the Oregon Public Records Law (including ORS 192.311 to 192.478). If Agency receives from a third party any request under the Oregon Public Records Law for the disclosure of Contractor proprietary information, Agency will notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor's position concerning the

confidentiality of the requested information. Notwithstanding the foregoing, while Agency is not required to actively assist Contractor in opposing disclosure of proprietary information, Agency will cooperate in good faith to the extent reasonably practicable with Contractor's efforts to protect its proprietary information.

10.4. The confidentiality obligations imposed by this Section 10 do not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the recipient; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information known to the recipient prior to the effective date of this Contract without obligation of confidentiality; (iv) information independently developed by recipient and documented in writing without use of, or reference to, any Contractor proprietary information; or (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Agency is required to disclose Contractor proprietary information under clause (v), Agency will first give Contractor notice and provide such information as may reasonably be necessary to enable Contractor to take action to protect its interests.

10.5. Injunctive Relief. Agency acknowledges that Agency's use and disclosure of Contractor's proprietary information not in accordance with this Section 10 will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of this Section 10. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

11. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

11.1. Contractor's General Representations and Warranties. Contractor represents and warrants to Agency that:

11.1.1. Contractor has the power and authority to enter into and perform this Contract.

11.1.2. This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms.

11.1.3. Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services.

11.1.4. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to

provision of the Services, and Contractor's provision of the Services will not violate any such law, ordinance, regulation or order.

11.1.5. Contractor's performance under this Contract to the best of Contractor's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel or Key Person that will perform Services under this Contract, and creates no other violation of ORS Chapter 244 for Contractor, its agents, or contractors.

11.1.6. To the best of Contractor's knowledge, after due inquiry, for a period of no fewer than six (6) calendar years preceding the Effective Date, faithfully has not materially breached laws relating to:

11.1.6.1. All tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

11.1.6.2. Any tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

11.1.6.3. Any tax provisions imposed by a political subdivision of the State that applied or apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

11.1.6.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

11.1.7. Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

11.2. Contractor's Performance Warranties. Contractor represents and warrants to Agency that:

11.2.1. Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services that Contractor is providing to Agency pursuant to this Contract.

11.2.2. Through the expiration of the Warranty Period, all Deliverables delivered to and Accepted by Agency will materially conform to Acceptance Criteria set forth in this Contract, including the applicable Statement of Work and any Documentation

provided by Contractor, and be free from error or defect that materially impairs their use, and be free from material defects in materials, workmanship, or design.

11.2.3. Except as otherwise provided in this Contract, Contractor shall transfer all Deliverables to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.

11.2.4. Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

11.2.5. Contractor will maintain, operate and enforce, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, an active and effective information security program that at minimum complies with the requirements of the Oregon Consumer Information Protection Act (ORS 646A.600 et. seq.) to preserve the security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control.

11.3. WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11.4. The warranties stated above will not apply to the extent that there has been misuse of the relevant Deliverable, other than that authorized by Contractor in writing, accident, modification, or failure or damage caused by a product or entity for which Contractor is not responsible.

12. INDEMNITIES.

12.1. General Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever, including personal injury, death, damage to real property and damage to tangible or intangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract, including: any claim that Contractor, a subcontractor, or Contractor's staff or a subcontractor's staff are employees of the State or Agency for any reason. Without

limiting the generality of the foregoing, Contractor will have no obligation to indemnify Agency or the State of Oregon from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Agency or the State of Oregon, and their officers, employees or agents.

12.2. IP Indemnity. In addition to and without limiting the generality of Section 12.1, Contractor expressly agrees to indemnify, defend and hold the State of Oregon and its agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that one or more Deliverables infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Agency's prior written consent, which Agency will not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Agency the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Deliverable(s) continues to function in material conformance with the specifications and meet the Acceptance Criteria set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing will be deemed a material breach of this Contract, and Agency may pursue any rights and remedies available to it under this Contract, including termination. Contractor will not be liable under this Section 12.2 for any claim for infringement based solely on the following:

12.2.1. Agency's modification of the Deliverables other than as contemplated by this Contract, the Deliverable or its specifications, or as otherwise authorized by Contractor in writing;

12.2.2. Use of the Deliverables in a manner other than as contemplated in this Contract, the Deliverable or its specifications, or as otherwise authorized by Contractor in writing; or

12.2.3. Use of the Deliverables in combination, operation, or use of with other materials or products other than as contemplated by this Contract, the Deliverable or its specifications, or as otherwise authorized by Contractor in writing.

12.3. Control of Defense and Settlement. Contractor's obligation to indemnify Agency as set forth in Sections 12.1 and 12.2 is conditioned on Agency providing to Contractor prompt notification of any claim or potential claim of which Agency becomes aware that may be the subject of those sections. Contractor will have control of the defense and settlement of any claim that is subject to Section 12.1 or Section 12.2; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the

name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor will Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

12.4. Damages to State Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible or intangible personal property of the State of Oregon or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract

13. LIMITATION OF LIABILITY.

13.1. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO SECTION 9, CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE OR CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

14. EVENTS OF DEFAULT.

14.1. Default by Contractor. Contractor will be in default under this Contract if:

14.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) Calendar Days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

14.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform the Services and Contractor has not obtained such license or certificate within thirty (30) Business Days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or

14.1.3. Contractor commits any material breach of any covenant, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent

not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) Business Days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or

14.1.4. Contractor has liquidated and delinquent debt owed to State or any department or agency of State.

14.2. Default by Agency. Agency will be in default under this Contract if:

14.2.1. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within thirty (30) Business Days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

14.2.2. Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within thirty (30) Business Days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

15. REMEDIES.

15.1. Agency's Remedies. In the event Contractor is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, which include, without limitation:

15.1.1. Requiring Contractor to stop work under Section 17;

15.1.2. Termination of this Contract under Section 16.2;

15.1.3. Withholding or offsetting payment for erroneous invoices for Services that Contractor is obligated but has failed to perform in accordance with this Contract, including warranties in Section 11;

15.1.4. Assessment of damages as a result of Contractor's failure to provide Deliverables and Services as and when required under a Statement of Work;

15.1.5. Exercise of its right of setoff;

15.1.6. Undertake collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to State or any department or agency of State. Offsets or garnishment may be initiated after Contractor has been given notice if required by law; and

15.1.7. The tax compliance remedies described in Section 18.

15.2. Tax Compliance Remedies. The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

15.3. Remedies Cumulative. These Agency remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 14.1, the rights and obligations of the parties will be the same as if this Contract was terminated pursuant to Section 16.1.

15.4. Contractor's Remedies. In the event Agency terminates this Contract as set forth in Section 16.1, or in the event Agency is in default under Section 14.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 16.3, Contractor's sole monetary remedy will be a claim for (i) any unpaid invoices for Deliverables completed, delivered and Accepted; and, (ii) for incomplete Deliverables an amount calculated by determining the percentage of Services completed for each unpaid Deliverable and applying that percentage to the fixed price for the Deliverable and any authorized expenses incurred. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall pay any excess to Agency upon written demand.

16. TERMINATION.

16.1. Agency's Right to Terminate. Agency may, at its sole discretion, terminate this Contract, as follows:

16.1.1. Agency may terminate this Contract upon at least thirty (30) Calendar Days' prior written notice to Contractor.

16.1.2. Agency may terminate this Contract if Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Services.

16.1.3. Agency may terminate this Contract if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Agency is prohibited from paying for such Services from the planned funding source.

16.2. Agency's Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract, in

whole or in part, immediately upon written notice to Contractor of Contractor's default under Section 14.1.

16.3. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon Agency's default under Section 14.2.

16.4. Mutual Termination. The parties may agree to terminate this Contract upon at least thirty (30) Calendar Days' prior written agreement.

16.5. Extension of Termination Date. In addition to Agency's right to extend the term of the Contract under Section 7, Agency may extend the effective period of the Contract one or more times as it elects in its discretion, provided that the total of all such extensions does not exceed 180 (one hundred eighty) Calendar Days following the termination date in place immediately prior to the initial extension under this section. Agency will provide notice of an extension under this section to Contractor within 30 (thirty) Calendar Days of the then-scheduled Contract termination date.

16.6. Disposition and Return of Property. Upon termination of this Contract for any reason whatsoever, both parties shall immediately deliver to the other party all of the party's property, which includes the other party's Confidential Information, and any Deliverables for which Agency has made payment in whole or in part that are in the possession or under the control of Contractor in a format that is acceptable to Agency.

16.6.1. Any property or Deliverable returned or delivered to the other party pursuant to this section may be provided without the warranties set forth in Section 11.2, unless the Deliverable is Accepted.

16.6.2. Both parties shall maintain protections required by law or this Contract for any retained property of the other party for so long as such party (including through any subcontractor) retains the property.

17. STOP-WORK ORDER. Agency may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work required by this Contract for a period of up to ninety (90) Calendar Days after the date of the notice, or for any further period to which the parties may agree. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the Stop Work Order notice. Within a period of ninety (90) Calendar Days after issuance of the written notice, or within any extension of that period to which the parties have agreed, Agency will either:

17.1. Cancel or modify the Stop Work Order by a supplementary written notice; or

17.2. Terminate the work under Section 16.1, 16.2, or 16.4, Termination.

17.3. If the Stop Work Order is canceled or Agency issues a notice directing Contractor to resume Services, Agency may, after receiving and evaluating a request from

Contractor, make an adjustment in the time required to complete the Services and the related Deliverable price(s) by a duly executed amendment, inclusive of any ramp-up time required to for Contractor to resume Services. Any such Contractor request must be in the form of a Change Request under Section 7.1 and must be received by Agency within ten (10) Business Days of Agency's notice canceling the Stop Work Order or directing Contractor to resume Services.

18. COMPLIANCE WITH APPLICABLE LAW.

18.1. Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

18.2. Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract, including the procurement process relating to this Contract, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this Contract or any other provision of law.

18.3. Tax Compliance. Contractor certifies that it has complied with the tax laws of the State and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.3.1. Any failure to comply with the provisions of this subsection 18.3 constitutes a material breach of this Contract. Further, any failure to comply with Contractor's warranty in Section 11.1.8 also constitutes a material breach of this Contract. Any failure to comply entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

18.3.1.1. Termination of this Contract, in whole or in part;

18.3.1.2. Exercise of the right of setoff, or garnishment as applicable, and withholding of amounts otherwise due and owing to Contractor, without penalty; and

18.3.1.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency may recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

18.3.2. This Contract will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

18.4. Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Contract. Each party shall monitor changes in federal and state laws, ordinances,

and regulations applicable to its performance hereunder, and will be deemed aware of such changes within thirty (30) Calendar Days of the enactment of any such change.

19. DISPUTE RESOLUTION.

19.1. Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS. In no way may this section or any other term of this Contract be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.

19.2. Governing Law. This Contract is governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

20. ORDER OF PRECEDENCE. This Contract consists of the following documents that are listed in descending order of precedence:

- The terms and conditions of this Contract, less its exhibits;
- Exhibit A, Statement of Work, including its subparts and any attachments;
- Exhibit D, Contractor's Personnel / Authorized Representative / Key Persons;
- Exhibit E, Agency's Personnel / Authorized Representative; **and**
- Exhibit C, Logically Intelligence (LI) Terms and Conditions.

20.1. The aforementioned exhibits are by this reference incorporated into this Contract. To the extent provisions contained in more than one of the foregoing documents apply in any given situation, the parties agree: (i) to read such provisions together whenever possible to avoid conflict, and (ii) to apply the foregoing order of precedence only in the event of an irreconcilable conflict.

21. RECYCLING. To the maximum extent economically feasible in the performance of the Contract Contractor shall use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

- 22. RECORDS MAINTENANCE AND ACCESS.** Contractor shall maintain all financial records and other records relating to its performance under this Contract in such a manner as to clearly document Contractor's performance. Financial records must be kept in accordance with generally accepted accounting principles. Contractor acknowledges and agrees that Agency, the Oregon Secretary of State, the federal government, and their duly authorized representatives will have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, and to related systems and tools (including hardware and software), to perform examinations and audits and make excerpts and transcripts, including system and data forensics. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 23. SURVIVAL.** All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 23, and provisions regarding Contract definitions, warranties and liabilities, independent contractor status and taxes and withholding, maximum compensation, ownership and license of intellectual property and Deliverables, Contractor's duties of confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, disposition and return of Agency property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract for critical path Deliverables and all Milestones identified in a Statement of Work.
- 25. FORCE MAJEURE.** Neither Agency nor Contractor will be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay is wholly or principally caused by unforeseen acts or events beyond its reasonable control, such as acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Both parties will make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause diligently pursue performance of their respective obligations under this Contract.
- 26. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing to Contractor at the address or number set forth on Exhibit D, and to Agency at the address or number set forth on Exhibit E, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section.

26.1.1. Any communication or notice delivered by United States Postal Service, first class mail postage prepaid, will be deemed given five (5) Calendar Days after mailing.

26.1.2. Any communication or notice delivered by facsimile will be deemed given when the transmitting machine generates receipt of the transmission. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to the Agency Authorized Representative.

26.1.3. Any communication or notice delivered by email will be deemed given when the recipient responds with a receipt, which may be auto-generated. To be effective against Agency, such email transmission must be confirmed by telephone notice to the Agency Authorized Representative.

26.1.4. Any communication or notice by personal delivery will be deemed given when actually received by the appropriate Authorized Representative.

27. SEVERABILITY. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

28. COUNTERPARTS. This Contract may be executed in several counterparts, all of which when taken together constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed constitutes an original.

29. SUBCONTRACTS AND ASSIGNMENT. Contractor shall not enter into any subcontracts for any of the Services required by this Contract or assign or transfer any of its interest in this Contract without Agency's prior written consent, which will not unreasonably withheld. Agency consent to a subcontract or assignment does not relieve Contractor of any of its duties or obligations under this Contract.

29.1. Any proposed use of a subcontractor which is located outside the United States must be called to the specific attention of Agency. All Services must be performed by staff physically located within the United States or its territories.

29.2. The assignment of this Contract in whole or in part to a successor organization by merger or acquisition does not require the consent of the other party. Contractor is also permitted to assign its rights to payments without obtaining Agency's consent.

30. SUCCESSORS AND ASSIGNS. The provisions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

31. INTENDED BENEFICIARIES. The State of Oregon and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right,

whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

32. WAIVER. The failure of either party to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance will not constitute a waiver by the party of that or any other provision nor will it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract will bind either party unless in writing and signed by both parties and, with respect to Agency's waiver or consent, all necessary State approvals have been obtained. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given.

33. HEADINGS. The headings in this Contract are included only for convenience and do not control or affect the meaning or construction of this Contract.

34. INTEGRATION. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

35. CERTIFICATION. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

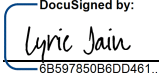
35.1. Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

35.2. The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation: i) Those tax laws listed in ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; Contractor is an independent contractor as defined in ORS 670.600; and

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY STATE APPROVALS.

Logically AI Inc., Contractor:

Signature:  Date: 8/4/2022

Printed Name, Title: Lyric Jain CEO

Oregon Secretary of State's Office:

Signature:  Date: 8/5/2022

Printed Name, Title: Emily McLain Chief of Staff

LEGAL SUFFICIENCY APPROVAL:

Not required per OAR 137-045-0050(18)

EXHIBIT A

STATEMENT OF WORK

Description of Services

Contractor shall review publicly available content across social and online media for MDM related to the 2022 midterm elections in Oregon.

Contractor shall provide the following overarching services through a combination of Contractor's professional services and threat intelligence platform Logically Intelligence (LI):

1. MDM Monitoring
2. MDM Reporting
3. Recommended Countermeasures
4. MDM Alerts

Scope of Work

Deliverable #1: MDM Monitoring

Contractor shall review social and online media for MDM while also training select Agency staff on how to use Logically Intelligence (LI) to perform MDM monitoring themselves:

1. Contractor shall perform MDM monitoring on behalf of Agency from Contract Kick-off until September 1, 2022:
 - a. LI is configured for Agency.
 - b. Agency staff receives training on how to use LI.
 - c. Agency staff can be properly trained on how to use LI.
2. During the aforementioned time period, Contractor shall perform 24/7 monitoring during special circumstances agreed upon between Contractor and Agency.
 - a. Agency will be able to conduct 24/7 monitoring once Agency is onboarded onto LI.

Deliverable #2: Weekly MDM Report

Contractor shall provide Agency with a weekly MDM report by 14:00 Pacific Time (PT) on Fridays with potential MDM narratives, MDM threats, and recommended countermeasures:

1. Contractor shall identify potential MDM narratives and threats across social and online media.
 - a. Contractor shall define "narratives" as at least more than one piece of content that shares a similar rhetorical objective that pose a potential risk to electoral integrity in Oregon.
 - b. Contractor shall define "threats" as individual pieces of content that pose a potential risk to electoral integrity in Oregon.

2. Contractor shall include analysis on the potential MDM narratives and threats, which could include but are not limited to:
 - a. Risk level posed by MDM narratives and threats to Oregon’s electoral integrity.
 - b. Trends related to MDM narratives and threats observed.
3. Contractor shall include recommended countermeasures that Agency can take to address the MDM narratives and threats, which could include but are not limited to:
 - a. Public messaging that includes factual information to mitigate the risk posed by a MDM narrative.
 - b. Agency reports the MDM threat to a social media platform for violating their community guidelines and/or policies.

Deliverable #3: MDM Alerts

Contractor shall provide Agency and relevant stakeholders with alerts related to MDM topics agreed upon between Logically and SoS:

1. Agency shall provide Contractor with a list of relevant stakeholders and shall work with Contractor to identify their preferred means of communication, which could include but are not limited to:
 - a. Email.
 - b. Text message.
 - c. Dashboard.
 - d. Regular reporting meetings/updates.
2. Contractor shall alert Agency of any identified potential threats to life and/or property.
 - a. Contractor shall define “threats to life and/or property” as information that *any reasonable person would interpret as a real and serious communication of an intent to inflict harm*. This content could describe, encourage, suggest, or condone a specific act of violence against Agency personnel, county elections personnel, or facilities.

Period of Performance

Contractor shall provide the Services beginning as early as the week of July 27, 2022 (depending on contract execution date) through December 31, 2022, for a total of six (6) months.

Schedule and Milestones

Schedule

1. Contractor shall provide Deliverable #1 between contract execution and September 1, 2022 during 06:00 to 14:00 Pacific Time (PT), Monday through Friday.
2. Contractor shall provide Deliverable #2 by 14:00 Pacific Time (PT) on Fridays for the duration of the contract.
3. Contractor shall provide Deliverable #3 upon detection for the duration of the contract.

Milestones

1. Kick-Off Meeting - Week of July 25, 2022
2. Agency LI Training - August 25, 2022
3. Agency LI Onboarding - August 31, 2022
4. Mid Contract Meeting - October 2022
5. Contract Closeout Meeting - December 2022

Payment and Fee Schedule

Contractor shall submit invoices to the Agency in accordance with the table below, except that any deadlines apart from the table may be adjusted by mutual written agreement between Contractor and Agency.

Deliverable	Deliverable Deadline	Invoice Amount
Deliverable #1: MDM Monitoring	Lump-sum upon completion of configurations and trainings.	\$15,000
Deliverable #2: Weekly MDM Report	Partial (half) payment at the start of performance, and final payment at the end of performance.	\$15,000
Deliverable #3: MDM Alerts	Partial (half) payment at the start of performance, and final payment at the end of performance.	\$10,000
Total Cost		\$40,000

EXHIBIT C
LOGICALLY INTELLIGENCE (LI) TERMS AND CONDITIONS

1. INTRODUCTION

- a. TheLogically Ltd., company number 10850644, whose registered office is at Brookfoot Mills (Avocet), Brookfoot Industrial Estate, Brookfoot, Brighouse, HD6 2RW United Kingdom ("**Logically**") operates a AI software platform which provides certain monitoring, assessment, analysis functionality and expert human-assistance which is made available through Logically's website, APIs (if provided by Logically) and applications ("**Logically Intelligence**" or "**LI**"; and "**Logically Fact Check as a Service**" or "**LFCaaS**", and "**Countermeasures**") all collectively, or in part, referred to as the "**Services**" and as specified in any/all Service Orders.
- b. These terms and conditions the "Master Terms" (as further defined) are made pursuant to that certain Information Technology Services Contract by and between the Secretary of State's Office of the State of Oregon (together with Authorised Users acting on Client's behalf, "Client") and Logically (as further defined) and dated on or about the date hereof, (the "Agreement"), and are entered into as of the Effective Date. In the event of conflict between the Agreement and these Master Terms, these Master Terms shall govern.
- c. Client acknowledges and agrees that any Authorized User accessing the Services on behalf of Client, are further bound by the rights and obligations herein.

2. ACCOUNTS

- a. The Client shall create individual accounts for Authorised Users using their Client corporate email address to enable them to access and use the Client's user account ("**Authorised User Accounts**") subject to any agreed limitations specified in a Service Order.
- b. The Client shall and shall procure that each Authorised User shall: (i) where the Client or an Authorised User is responsible for setting its own password, ensure that those are sufficiently robust in accordance with generally accepted password security recommendations in the IT industry from time to time; (ii) keep passwords, user names and access codes relating to Logically Intelligence confidential and do not share them with any other person and change passwords regularly in accordance with any security protocols reasonably requested by Logically; (iii) only access the Client's user account using the individual login details set up in accordance with clause 2a above; (iv) notify Logically immediately if it becomes aware of any actual or suspected: (A) loss, theft, publication or disclosure of any of its user names, access codes, other authorisations or passwords for Logically Intelligence or (B) unauthorised use of

any password or account or any other breach of security; (v) not permit any person other than the Authorised Users to access or use the Logically Intelligence, whether or not in return for payment; (vi) not make any unlawful or unauthorised use of Logically Intelligence, or Logically's or its service providers' or suppliers' equipment, software or networks, including attempting to gain unauthorised access to Logically's, its service providers', suppliers' or other customers' systems, data or information; or (vii) introduce or permit the introduction of, any Virus into Logically's network or systems.

- c. Logically reserves the right, with notice to Client, to change the password to any Authorised User Account, if Logically believes, in its sole discretion, that the applicable password is no longer secure.
- d. The Client is exclusively responsible for all activities that occur under the Client's Authorised User Accounts and for the acts and omissions of the Authorised Users including any use or misuse of Logically Intelligence by such Authorised Users; including adherence to all national or local laws, acts or regulations regarding investigations; and for any requested Countermeasures requested when using the Services.
- e. The Client shall provide Logically and all persons duly authorised by it with access, including remote access, to its premises and systems as may reasonably be required by Logically from time to time to enable Logically to check or undertake an audit of the Client's use of the Services to confirm whether that use is in compliance with this Agreement.

3. CLIENT OBLIGATIONS

- a. The Client is solely responsible for: (i) making and maintaining arrangements and payments necessary to access and use its Client account and the Services, including network and Internet connections, and any additional software, hardware and equipment required by Logically from time to time; and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's software, hardware, equipment, network connections or telecommunications links or caused by the internet.
- b. In relation to Logically Intelligence only, the Client shall not, and shall procure that each Authorised User shall not access and use Logically Intelligence or the Outputs for any purpose other than the Project for which the relevant Situation Room is expressly designated for use in the Service Order.
- c. The Client shall not, and shall procure that each Authorised User shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement: (i) attempt to copy, modify, duplicate, create derivative

works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Logically Intelligence and/or Logically Technology and Methods in any form or media or by any means; (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Logically Technology and Methods; (iii) access all or any part of Logically Intelligence in order to build or assist any third party to build a product or service which competes with Logically Intelligence or Logically Technology; (iv) use Logically Intelligence to provide any product or service to a third party; (v) introduce software or automated agents or scripts so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from Logically Intelligence; (vi) utilize data for public consumption; or (vii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Logically Intelligence available to any third party except the Authorised Users.

- d. The Client shall: (i) obtain and shall maintain all necessary licences, consents, and permissions necessary for Logically, the Users and agents to perform their obligations under these Master Terms, including Logically Intelligence; (ii) in using Logically Intelligence, comply with all applicable laws, regulations and contractual obligations it has to third parties and not put Logically in breach of any laws or regulations; and (iii) comply with such additional terms and instructions as Logically may reasonably request from time to time, including in order to meet requirements imposed by its service providers relating to the use of Logically Intelligence or related equipment. In addition, the Client represents and warrants that it is not an organization or foreign government designated by the United States Department of State as a State Sponsor of Terrorism, a Foreign Terrorist Organization, or otherwise included on the list of Individuals and Entities Designated by the State Department under Executive Order 13224.
- e. The Client shall promptly provide Logically with any information, data, access and assistance which it requires in order to perform its obligations under these Master Terms or to check the Client's compliance with these Master Terms and shall promptly notify Logically should it become aware of any breach of these Master Terms (including unauthorised use of Logically Intelligence).
- f. In relation to the APIs only, caching, storage, and data deletion terms will apply as specified in the Service Order and/or documentation issued when the Client is issued their API access credentials (the "**API Key**"). Notwithstanding the foregoing, upon termination or expiration of Service Order, the Client must delete all cached or stored Service Content retrieved using the API within 7 days.

4. SUSPENSION

- a. Logically shall be entitled to terminate or temporarily suspend Logically Intelligence (in whole or part) if Logically reasonably considers that such action is necessary to comply with any governmental, legal or other regulatory requirement or request and Logically shall use reasonable endeavours to provide notice of suspension to the Client in advance if it is reasonably practicable to do so.
- b. Without prejudice to any other rights and remedies that Logically may have, Logically may suspend the provision of Logically Intelligence or the Countermeasures upon written notice to the Client if the Client commits any breach of this Agreement (including non-payment of Fees on their due date), until the breach is remedied.
- c. Logically may temporarily suspend the provision of the Services (in whole or part) for repair, maintenance or upgrade and shall endeavour to give the Client reasonable notice of any suspension for such purposes.

5. THIRD-PARTY SITES AND LINKS

- a. Client acknowledges that the Services may include links to third-party sites and the use of any third party sites are subject to the terms and conditions posted on such third-party sites. If a Client or Authorised User decides to access any third-party sites, each Client or Authorised User does so at its own risk. The Client or Authorised User should review the applicable terms and policies of such third-party sites, including privacy and data gathering procedures. Logically does not control such third-party sites and is not responsible for their contents or their practices. Logically' inclusion of a link to any other website or Internet resource is for Client's convenience only and does not signify Logically' endorsement of such other website or resource or any of the contents contained therein. Logically shall have no responsibility or liability for any information, software, or materials obtained from such third-party websites or Internet resources.

6. CLIENT MATERIALS AND CLIENT DATA

- a. The Client shall provide all Client Materials to Logically in such format and via such method as Logically may reasonably require. The Client shall obtain and maintain all Clearances.
- b. The Client shall not, and shall procure that each Authorised User shall not, access, store, distribute, transmit or otherwise provide to Logically any Viruses or Unacceptable Content. Logically reserves the right, without liability or prejudice to its other rights to the Client, to remove any material or disable the Client's access to any material that breaches the provisions of this clause.

- c. The Client hereby grants, and warrants on an ongoing basis that it is entitled to grant, to Logically a non-exclusive, non-transferable, irrevocable royalty free licence to use, copy, store, process, modify, display, create derivative works and make available the Client Materials for the purposes of discharging its obligations and exercising its rights under these Master Terms.
- d. The Client shall indemnify Logically and the Logically Parties from and against any and all liabilities, losses, claims, demands, damages, costs and expenses (including reasonable legal and professional fees) suffered or incurred by Logically and/or any Logically Parties as a result of or in connection with any claim in relation to use of the Client Materials including that they contain any Unacceptable Content or infringe any third party Intellectual Property Rights or other rights.
- e. The Client acknowledges and agrees that the Client is responsible for making necessary back-ups of Client Materials and Logically shall have no responsibility or liability for any loss or corruption of such Client Materials.

7. SERVICE CONTENT

- a. The Client acknowledges that Logically (i) gathers publicly available and licensed content, data and information from various websites, platforms, applications and other third party sources ("**Service Content**") and (ii) stores, uses, analyzes, and makes such Service Content available to the Client and Authorised Users. The Service Content may be subject to copyright or other protection. By using or procuring Logically Intelligence and/or the Countermeasures, the Client agrees that it is requesting Logically to gather, aggregate and present the Service Content to the Client and that Logically does not own and has not cleared the rights for the Client to use the Service Content. Service Content made available to the Client and/or Authorised Users may not be modified, republished, reproduced, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Logically. In particular, the Client and all Authorised Users must abide by all copyright notices, information, or restrictions related to any Service Content.
- b. If Client wishes to publicly display, use or publish the Service Content, it is responsible for obtaining the rights from the applicable copyright or other rights owner to do so. In no event will Logically be responsible or liable for the Service Content or for Client's or any Authorised User's public use, display or publication of such Service Content. The Client shall indemnify Logically and the Logically Parties from and against any and all liabilities, losses, claims, demands, damages, costs and expenses (including reasonable legal and professional fees) suffered or incurred by Logically and/or any Logically Parties as a result of or in connection

with any claim in relation to the Client's or any its Authorised Users' use, display or publication of the Service Content.

- c. If the Client publishes any or all of the summarized analytics or metrics made available to Client by Logically or Logically Intelligence, the Client shall properly reference Logically as the source of the analytics by including the following attribution adjacent to such summarized analytics or metrics: "Powered by Logically" or for editorial purposes "Source: Logically/entity".

8. [Reserved]

9. [Reserved]

DATA PROTECTION

- a. Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- b. The Client consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Logically in connection with the processing of Logically Personal Data, provided these are in compliance with the then-current version of Logically's privacy policy available at [<https://www.logically.ai/privacy-policy>] ("**Privacy Policy**"). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.
- c. Without prejudice to the generality of clause b, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the [Logically Personal Data] and Client Personal Data to Logically and lawful collection of the same by Logically for the duration and purposes of this agreement.

10. CHANGES TO LOGICALLY INTELLIGENCE AND TERMS

- a. Logically may, from time to time, make updates or changes to the Service Description and Logically Intelligence (including to the features, content and/or functionality thereof) without notifying or obtaining consent from the Client, provided such updates and changes do not have a material adverse impact on the Client's enjoyment of Logically Intelligence.

- b. If Logically is required by law, regulation, code of practice or any of its service providers to change Logically Intelligence or the Countermeasures, these Master Terms or the terms of any Service Order, the Client agrees to co-operate with Logically to implement such changes whilst maintaining, as far as possible, the intention of the relevant Service Order.
- c. Subject to sections (a) and (b) of this clause, either party may request a change to the scope or execution of a Service Order but neither party will have any obligation to proceed with such change unless and until the parties have agreed in writing on the necessary variations to the Fees and other terms of the Service Order.

11. ETHICS POLICY

- a. Logically is a verified signatory of the International Fact-Checking Network's code of principles, and as such Logically holds itself to the standards set by that organisation. This includes a commitment to non-partisanship and fairness, transparency of sources, and transparency of funding and organisation.
- b. When assessing any potential client opportunity, Logically applies the following standards:
 - i. Logically will not enter into any contract which would be incompatible with its mission of enhancing civic discourse, protecting democratic debate and process, and providing access to trustworthy information.
 - ii. Logically will not enter into any contract where there's a reasonable likelihood the client would use the information that Logically finds or provides to cause undue harm to any person or group, or threaten to undermine the human rights of any person or group.
 - iii. Logically will not engage in any partnership or relationship which would undermine its commitment to political non-partisanship.
 - iv. All commercial contracts include a specific, limited and targeted scope within which Logically's products and services are licensed for use, agreed between Logically and the client. Any violation of those terms will result in termination of all Service Orders.

12. GENERAL

- a. [Reserved]
- b. Nothing in these Master Terms or any Service Order is intended to, or shall be deemed to, establish any partnership or joint venture between any of the

parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

- c. These Master Terms and each Service Order may be executed in any number of counterparts but shall not become effective until the parties have exchanged executed counterparts with each other. Counterparts may be exchanged in person or remotely via post, fax or email attachment.
- d. These Master Terms and all documents referred to or incorporated in them represent the entire agreement between the parties relating to their subject matter and supersede all previous presentations made and/or agreements, negotiations and discussions between the parties relating to the same.
- e. Neither party has been induced to enter into these Master Terms or any Service Order in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in herein and, to the extent that any of them have been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.
- f. Save only to the extent as may be specifically provided for otherwise under these Master Terms, no variation or amendment of these Master Terms or any Service Order shall be binding unless made in writing and signed by or on the behalf of each of the parties.
- g. [Reserved]
- h. If any provision of these Master Terms or any Service Order is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.
- i. The failure to exercise or delay in exercising any right or remedy under these Master Terms or any Service Order shall not be regarded as a waiver of such right or remedy, or a waiver of other rights or remedies. No single or partial exercise of any right or remedy under these Master Terms or any Service Order shall prevent any further exercise of the right or remedy or any other right or remedy.
- j. Save only as may be specifically provided for otherwise in these Master Terms, any right or remedy available under these Master Terms or any Service Order is not exclusive and the exercise of any right or remedy shall be without prejudice to the exercise of any other right or remedy which may be available.

- k. No person other than the Client and Logically may enforce any term of these Master Terms or any Service Order.
- l. These Master Terms and each Service Order any dispute or claim arising out of or in connection them or their subject matter or formation (including any non-contractual disputes or claims) shall be governed by English law and, save in respect of the enforcement of any judgment, the parties agree to submit to the exclusive jurisdiction of the English courts.

13. DEFINITIONS

Capitalized terms used herein but not otherwise defined will have the meaning ascribed to them in this clause or the applicable Service Order.

Affiliate: Any entity controlling, controlled by, or under common control with a Party, where the term “control” and its correlative meanings, “controlling,” “controlled by,” and “under common control with,” means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.

API: an application programming interface that allows Client’s system or software application to interact with and retrieve data from Logically Intelligence.

API Call: each individual request sent by the Client’s system or software application to the API to retrieve data from Logically Intelligence.

Applicable Data Protection Laws: means any data protection law which, as applied, would govern the performance under this Agreement.

Authorised Users: those employees[, agents or consultants] of the Client who are authorized by Client to access and use Logically Intelligence on behalf of Client and for which Client has paid the applicable Fees.

Clearances: all rights, licences, permissions, consents and other clearances required in respect of the Client Materials in order for Logically to perform its obligations under a Service Order.

Client Account: the Client’s account for access to and use of Logically Intelligence provided by Logically

Client Data: any data provided by the Client which is uploaded or input into Logically Intelligence, but excluding any Logically Materials or any Logically Technology and Methods.

Client Materials: all information, records, branding, logos, and other content and materials which the Client or Authorised Users input or upload into Logically Intelligence or otherwise provide to Logically as part of or in relation to these Master Terms, including all Client Data, but excluding any and all Logically Technology and Methods.

Client Personal Data: any personal data which Logically processes in connection with these Master Terms, in the capacity of a processor on behalf of the Client.

Countermeasures: services to be performed by humans in order to counteract or address issues identified on Logically Intelligence which the Client may (via Logically Intelligence) request Logically to perform as set out in a Service Order.

Fees: any and all fees, charges or other payments payable by the Client to Logically as set out in a Service Order.

Intellectual Property Rights: unpatented inventions, patent applications, patents, utility models, rights to inventions, trade marks, service marks, trade names, domain names, registered and unregistered designs, trade or business names, copyright (including rights in software), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world and in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Logically Parties: Logically's Affiliates, officers, directors, employees, consultants, suppliers and agents.

Logically Personal Data: any personal data that Logically processes in connection with these Master Terms, in the capacity of a controller.

Logically Technology and Methods: means all methods, methodologies, products, documentation, records, diagrams, reports, processes, tools, algorithms, user interfaces, techniques, databases, templates, know-how, technology, hardware, software, designs and other tangible or intangible technical material, and other information, content and materials owned by Logically or licensed by Logically from a third party (whether or not conceived, reduced to practice or developed outside the scope of these Master Terms and/or prior to and/or during these Master Terms) comprised within Logically Intelligence and/or the Countermeasures or otherwise utilised by Logically in the performance of these Master Terms (including in Logically Intelligence) and any and all updates, modifications, enhancements and improvements to the foregoing.

Project: the individual Client project specified in the Service Order for which purpose the Client may use Logically Intelligence, which may refer to a particular incident, event, theme or other area of interest.

Service Order: the order setting out the details of the Client's requirements with respect to the Logically Technology, Logically Intelligence, Logically Countermeasures which the Client wishes Logically to provide, together with the commercial terms relating to the provision thereof and the other matters listed in the template Service Order set out in Schedule 1.

Situation Room: the customised configuration of Logically Intelligence designed to meet the Client's specific requirements as set out in the relevant Service Order.

Subscription Term: the period specified in the Service Order during which the Client may use and access Logically Intelligence.

Unacceptable Content: material or content that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**EXHIBIT D
CONTRACTOR'S PERSONNEL**

Subject to Section 4.1, Key Persons, Contractor may update this Exhibit D via written notice to Agency.

Authorized Representative:

Name and Title: Alex Nelson, Senior Manager
Email: alex.sn@logically.co.uk
Mailing Address: 1201 Wilson Boulevard Arlington, VA 22209

Project Manager:

Name and Title: Kelsey Ritchie Frierson Client Relations Manager
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Other Key Persons:

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**EXHIBIT E
AGENCY PERSONNEL**

Agency may update this Exhibit E via written notice to Contractor.

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