

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 21st day of June, 2019 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of the PATERNITY AND CHILD SUPPORT DIVISION of the DEPARTMENT OF JUSTICE (the "Department"), 34-38 Kronprindsens Gade, Second Floor, St. Thomas, U.S. Virgin Islands 00802, (hereinafter referred to as "**GOVERNMENT**") and **PROTECH SOLUTIONS Inc.**, of 303 West Capitol Avenue, Suite 330, Little Rock, Arkansas 72201, (hereinafter referred to as "**CONTRACTOR**" or "**PROTECH SOLUTIONS Inc.**").

WITNESSETH:

WHEREAS, the **GOVERNMENT** desires to procure the services of **PROTECH SOLUTIONS Inc.**, to work with its Paternity and Child Support Division's (PCSD) local staff in supporting the maintenance, upgrades, enhancements, modernization, and operation of the Child Support Territorial Automated Reporting System ("CSTARS") application. The duties and responsibilities are more particularly described in RFE-2018 (P) Qualified Firm or Individual(s) for the Upgrade, Maintenance and Support of CSTARS in the United States Virgin Islands Request for Estimate (the RFE); Scope of Work (Addendum I); and Final Response to RFE (Addendum III), attached hereto and made a part hereof; and

WHEREAS CSTARS has been operational since 2001 and is the automated case management system that supports the Title IV-D Child Support Program in the Virgin Islands; and

WHEREAS CSTARS meets the requirements for Federal Certification under the Family Support Act of 1988, the Personal Responsibility and Work Opportunity Act of 1996, the Balanced Budget Act of 1997, the Taxpayer Relief Act of 1997, and the Deficit Reduction Act of 2005 and now seeking to be in compliance with the Final Rule that improves: (1) procedures to promote program flexibility, efficiency, and modernization; (2) updates to account for advances in technology; and (3) technical corrections; and

WHEREAS, the **GOVERNMENT** requires Modernization, continued Support and Maintenance Services of its Child Support Territorial Automated Reporting System (CSTARS); and

WHEREAS, the **GOVERNMENT**, solicited the services under RFE-2018 (P) and pursuant to 31 V.I.C. § 239(a)(4); and

WHEREAS, **PROTECH SOLUTIONS Inc.**, represents that it is willing to and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the **GOVERNMENT** and **PROTECH SOLUTIONS Inc.**, hereto do covenant and agree to the following:

TERMS AND CONDITIONS

1. SERVICES

PROTECH SOLUTIONS Inc., will provide the services as described Addendum I (Scope of Work)¹; attached hereto and made a part of this Contract.

2. TERM

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from June 21, 2019 to December 31, 2021. The **GOVERNMENT** in its sole discretion, shall have the option to renew this Contract for a period of three (3) additional one-year terms subject to the same terms noted herein, by providing **PROTECH SOLUTIONS Inc.** with sixty (60) days written notice of the Government's election to renew.

3. COMPENSATION

The **GOVERNMENT**, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work); agrees to pay **PROTECH SOLUTIONS Inc.**, a sum not to exceed **Four Million Five Hundred-Nineteen Thousand, Seven Hundred Forty-Three and 00/100 Dollars** (\$4,519,743.00) in accordance with the provisions of Addendum II (Compensation)² to this Contract for the total cost of services provided by **PROTECH SOLUTIONS Inc.**,

Of the aforementioned \$4,519,743.00 in Compensation, an amount not to exceed **Three Hundred-Nineteen Thousand, Seven Hundred and Forty-Three and 00/100 Dollars** (\$319,743.00) is designated for professional services relating to Interim Maintenance and Support of CSTARS (Addendum II), on an as-needed and hourly basis, during the thirty (30) month Modernization period.

¹ Scope of Work also includes the CSTARS Modernization Responsibilities and Deliverables Timetable.

² Compensation includes the Project Payment Schedule and the Interim Maintenance and Support Schedule.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the **GOVERNMENT** agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the **GOVERNMENT**. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the **GOVERNMENT**, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The **PROTECH SOLUTIONS Inc.**, when applicable, will present records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

PROTECH SOLUTIONS Inc. agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

PROTECH SOLUTIONS Inc., will follow the following performance guidelines during the CSTARS Modernization:

A. All work will be conducted in a professional and orderly manner;

B. **PROTECH SOLUTIONS Inc.**, Modernization team will be trained substantially as set forth in Addendum I, with such training to include training in the implementation of Replatforming/Refactoring Application systems and use of web-based portals, and current and updated development tools and updated versions of Windows software and hardware. **PROTECH SOLUTIONS Inc.**'s training must be up-to-date to include all prior system enhancements and automated interfaces. Training of PCSD staff regarding the specifics of the new Modernized CSTARS will be part of the work done by **PROTECH SOLUTIONS Inc.**, pursuant to Addenda I and III of this Contract.

C. The following **PROTECH SOLUTIONS Inc.** positions are considered essential to this Contract and are hereby designated as "Key Personnel":

1. Project Manager
2. Lead Developer or Team Leader(s)

D. The **PROTECH SOLUTIONS Inc.**, shall provide a description of the job specifications for all Key Personnel and shall notify the **GOVERNMENT** of any and all modifications.

E. A change in Key Personnel may only be made with prior written approval by the **GOVERNMENT**. Approval will not be unreasonably withheld. **PROTECH SOLUTIONS Inc.**, will be able to replace Key Personnel for reasons beyond **PROTECH SOLUTIONS Inc.**'s reasonable control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause within thirty (30) calendar days of said event. **PROTECH SOLUTIONS Inc.**, must submit for the **GOVERNMENT**'s approval, a replacement with the educational and relevant experience qualifications that are similar to initial Key Personnel.

F. Resources in this Modernization may be shared among upgrade, maintenance, support and enhancement teams only when their Modernization work does not affect their upgrade, maintenance, support and enhancement activities as their first priority. **PROTECH SOLUTIONS Inc.**, will ensure adequate staffing is in place to keep Modernization, upgrade, maintenance, support and enhancement on schedule. The qualifications of Key Personnel are considered material elements of the performance required of this Contract and may not be replaced without prior written approval of the **GOVERNMENT**.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the **GOVERNMENT** and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by **PROTECH SOLUTIONS Inc.** or by any other person or entity except upon the written permission of the **GOVERNMENT**.

8. OWNERSHIP OF DOCUMENTS AND INFORMATION

A. The **GOVERNMENT** shall have unlimited rights to use, disclose, duplicate, and/or publish for any purpose all information and data developed, derived or documented for or and delivered to the **GOVERNMENT** by **PROTECH SOLUTIONS Inc.**, under this Contract, and shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all operational and application software developed and delivered under this Contract, subject to existing copyrights of **PROTECH SOLUTIONS Inc.**, and to the terms and conditions of this Contract.

B. All technical communications and records originated or prepared by **PROTECH SOLUTIONS Inc.**, pursuant to this Contract intended as the expression of **PROTECH SOLUTIONS Inc.**'s findings, analyses, conclusions, proof of concepts, opinions and recommendations with respect to the subject matter of this Contract, including papers, reports, charts, diagrams and other documentation, application software developed and/or transferred in this project, including modifications, enhancements and/or alternatives, but not including **PROTECH SOLUTIONS Inc.**'s administrative communications, records, files and working papers relating to this Contract (all of the foregoing, collectively, the "Work Product") shall be the sole and exclusive property of the **GOVERNMENT**, free of any claim or retention of rights by **PROTECH SOLUTIONS Inc.**

C. Any additional or advanced operations software concepts and/or technologies that may be developed during the term of this Contract and incorporated into **PROTECH SOLUTIONS Inc.**'s licensed products *shall* be and *shall remain* the exclusive property of **PROTECH SOLUTIONS Inc.** However, **PROTECH SOLUTIONS Inc.**, *shall* provide such additional or advanced concepts and/or technologies at no additional cost and with no restrictions other than those contained in this Contract.

D. The **GOVERNMENT** retains all ownership or licensed rights to the CSTARS system as modified and enhanced under this Modernization **CONTRACT**, including but not limited to, ownership and licenses for any and all application software of the project; operational codes, and plans. **PROTECH SOLUTIONS Inc.**, shall make available to the **GOVERNMENT** at any time the most current versions of all program source codes, data dictionaries and all relevant documentation on computer readable media, and shall provide interim copies upon request of **GOVERNMENT**. Concurrent with the final delivery of all updated software, **PROTECH SOLUTIONS Inc.**, shall provide the **GOVERNMENT** with at least ONE (1) copy of the source code, in computer readable media, for each application program modified, enhanced and/or change in its entirety under this **CONTRACT**. If **PROTECH SOLUTIONS Inc.**, uses or purchases any software or structured methodology product as part of this and/or for use in this project, e.g., to develop, document, modify, test, compile or otherwise assist in the project, the software product becomes the property of the **GOVERNMENT** at the completion of the project without cost.

E. The **GOVERNMENT** retains all ownership rights and warranties to all computer hardware and/or equipment purchased and installed by **PROTECH SOLUTIONS Inc.**, on behalf of the **GOVERNMENT** for the operation of maintenance of the software of this project.

F. Excepted from the provisions of this Paragraph are all programs and documentation which are licensed material acquired by **PROTECH SOLUTIONS Inc.**, and/or its subcontractors in connection with this Contract.

G. Notwithstanding anything to the contrary herein, **PROTECH SOLUTIONS Inc.**, shall have the right to use and employ its general skills, knowledge, and expertise, and to use, disclose and employ any generalized ideas, concepts, knowledge, methods, techniques, or skills gained or learned during the course of performing the Services hereunder.

9. SOFTWARE LICENSES

A. In the event **PROTECH SOLUTIONS Inc.**, is required, in the performance of services to be provided hereunder, to modify or use any third party software licensed to and provided by the **GOVERNMENT**, the **GOVERNMENT** represents and warrants that it has acquired the necessary approvals and license rights for such modification or use by **PROTECH SOLUTIONS Inc.**

B. **PROTECH SOLUTIONS Inc.**, shall grant to the **GOVERNMENT** a non-transferable and non-exclusive license to use product(s) owned by **PROTECH SOLUTIONS Inc.**, as required by the Scope of Work (Addendum I), and shall provide technical services for the

product(s), during the term of this Contract, within the compensation provided for this Contract, and in accordance with the following terms and conditions:

(1) The product(s) shall be used solely in the conduct of the **GOVERNMENT's** business, and on and for the hardware and central processing units (CPUs) installed for the uses, and at the locations, specified for this project.

(2) Use of the aforementioned product(s) upon other or upgraded CPU(s), by other parties, or at other locations, requires an additional license and fee(s). The **GOVERNMENT** shall notify **PROTECH SOLUTIONS Inc.**, at least THIRTY (30) days prior to any such proposed change in users or external distribution or to process data on behalf of others, and the mutual and mutual consent of the **GOVERNMENT** and **PROTECH SOLUTIONS Inc.**, shall be required before such action is taken.

(3) The **GOVERNMENT** acquires only the right to use the product(s) during the term of this Contract and does not acquire the rights of ownership of the product(s). **PROTECH SOLUTIONS Inc.**, retains title and intellectual property rights, including, without limitation, patent, trademark, copyright, and trade secrets regarding the: product(s) and related user manuals and all copies, enhancements and reproductions thereof.

(4) The **GOVERNMENT** may move the product(s) to another location only upon prior written approval of **PROTECH SOLUTIONS Inc.**, which shall not be unreasonably withheld. If the designated CPU(s) becomes temporarily inoperative, the license may be extended to another CPU(s) for a period agreed to by both parties.

(5) The **GOVERNMENT** may not assign, sublicense, sell, encumber, or otherwise attempt to transfer these licenses to any other entity, unless approved in writing by **PROTECH SOLUTIONS Inc.**,

(6) **PROTECH SOLUTIONS Inc.**, shall provide the **GOVERNMENT** with the product(s) on magnetic media along with associated paper documentation, and shall install the product(s) at the **GOVERNMENT's** location(s) in accordance with the proposal.

(7) **PROTECH SOLUTIONS Inc.**, shall provide, during the term of this Contract, the technical services set forth in the Scope of Work (Addendum I).

(8) In addition, **PROTECH SOLUTIONS Inc.**, agrees to make reasonable efforts to correct any product system errors arising in a current version of the product(s).

(9) At the conclusion of this Contract, the above licensees and services may be extended and/or amended upon the mutual agreement of both parties.

10. RIGHTS IN DATA, DOCUMENTS AND OTHER INTELLECTUAL PROPERTY

During the term of this Contract, as a result of **PROTECH SOLUTIONS Inc.**'s efforts under this Contract, **PROTECH SOLUTIONS Inc.**, may generate ideas, inventions, suggestions, copyrightable materials or other information ("Intellectual Property") which falls into one of two categories:

(1) Intellectual Property created specifically in connection with the subject matter of **PROTECH SOLUTIONS Inc.**'s efforts under this Contract and incorporated into the work product to be produced or utilized to provide services by **PROTECH SOLUTIONS Inc.**, and delivered to the **GOVERNMENT** under this Contract. Title to Intellectual Property described in this Paragraph that is developed jointly by **PROTECH SOLUTIONS Inc.**, and the **GOVERNMENT**, or solely by **PROTECH SOLUTIONS Inc.**, and paid for by the **GOVERNMENT**, shall remain in the **GOVERNMENT** at all times. **PROTECH SOLUTIONS Inc.**, agrees to disclose and assign to the **GOVERNMENT**, in a form satisfactory to the **GOVERNMENT**, all such Intellectual Property, and to render such assistance as the **GOVERNMENT** may reasonably require to perfect such assignments. The parties understand and agree that any such property, if developed from federal funds, may be the property of the Federal Government. If such be the case, the **GOVERNMENT** reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for the **GOVERNMENT**'s and for the Federal Government's purposes, any such intellectual property; and

(2) Intellectual Property of general applicability, whether or not related to, or incorporated into, the work product to be produced or utilized to provide services by **PROTECH SOLUTIONS Inc.** and delivered to the **GOVERNMENT** under this Contract. Title to Intellectual Property described in this paragraph, including any Intellectual Property developed by **PROTECH SOLUTIONS Inc.**, prior to or outside of this Contract, shall remain property of **PROTECH SOLUTIONS Inc.** To the extent such Intellectual Property is incorporated into the work product to be produced and delivered to the **GOVERNMENT** under this Contract, **PROTECH SOLUTIONS Inc.**, grants and the **GOVERNMENT** hereby accepts, a worldwide, royalty-free non-exclusive license to use all such Intellectual Property as incorporated into **PROTECH SOLUTIONS Inc.**, work product until such time as the **GOVERNMENT** no longer needs or uses such Intellectual Property.

(3) The **GOVERNMENT** will be the owner of the license provided by **PROTECH SOLUTIONS Inc.**, on all third-party proprietary operating and **PROTECH SOLUTIONS Inc.**, software package(s), which are provided to the **GOVERNMENT** hereunder.

(4) **PROTECH SOLUTIONS Inc.**, may propose software of its own or that of a third party to utilize in the delivery of services under this Contract. However, the **GOVERNMENT** retains the right to accept or decline such proposal. Such proposal shall be made in writing to the **GOVERNMENT** and prior written approval must first be granted by the **GOVERNMENT** before such software may be used for the delivery of services under this Contract.



11. RETENTION OF RECORDS AND ACCESS BY GOVERNMENT AGENCIES

PROTECH SOLUTIONS Inc., including its subcontractors shall maintain *all* books, documents, papers, accounting records and other evidence pertaining to costs incurred as required by this Contract, and make such materials available at their respective offices at all reasonable *times*, for inspection by authorized officials of the United States Virgin Islands and concerned Federal agencies. Each subcontract shall include a provision containing the conditions of this Section. This documentation shall be preserved for either a period of FIVE (5) years from the date of termination of this Contract, or until any audit conducted by the Federal or Territorial **GOVERNMENT** is completed, whichever condition occurs first.

In this regard, the documentation resulting from this Contract will be reviewed by the **GOVERNMENT** and these agencies, and **PROTECH SOLUTIONS Inc.**, will be required to make any corrections required by these agencies as a result of their evaluations, subject to the terms of this Contract. The **GOVERNMENT** will give **PROTECH SOLUTIONS Inc.**, reasonable notice of at least FIVE (5) business days for any inspection of documentation as set forth herein.

12. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the **GOVERNMENT** to persons, firms, associations, or corporations engaged by **PROTECH SOLUTIONS Inc.** as servants, agents, or independent contractors or in any other capacity whatsoever, or make **GOVERNMENT** liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of **PROTECH SOLUTIONS Inc.** of whatsoever nature, including but not limited to unemployment insurance and social security taxes for **PROTECH SOLUTIONS Inc.**, its servants, agents or independent contractors.

13. ASSIGNMENT

PROTECH SOLUTIONS, Inc.'s use of **Modern Systems, Inc.**, as a subcontractor on this Contract is approved through the Government's execution of this Contract. **PROTECH SOLUTIONS Inc.**, shall not further subcontract or assign any part of the services under this Contract without the prior written consent of the **GOVERNMENT**.

14. INDEMNIFICATION

PROTECH SOLUTIONS Inc. agrees to indemnify, defend and hold harmless **GOVERNMENT** from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which **GOVERNMENT** may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by **PROTECH SOLUTIONS Inc.** under this Contract and arising from any cause, except the sole negligence of **GOVERNMENT**.

15. INDEPENDENT CONTRACTOR

PROTECH SOLUTIONS Inc., shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

16. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

17. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

18. ENTIRE AGREEMENT

This Contract constitutes the entire agreement of the parties relating to the subject matter addressed in this Contract. This Contract supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Contract, whether written or oral.

19. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, **GOVERNMENT** will have the right to withhold out of any payment due to **PROTECH SOLUTIONS Inc.** such sums as **GOVERNMENT** may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, **GOVERNMENT** may apply such sums in such manner as **GOVERNMENT** may deem proper to secure itself or to satisfy such claims. **GOVERNMENT** will immediately notify **PROTECH SOLUTIONS Inc.**, in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by **GOVERNMENT** if and while **PROTECH SOLUTIONS Inc.** gives satisfactory assurance to **GOVERNMENT** that such claims will be paid by **PROTECH SOLUTIONS Inc.** or its insurance carrier, if applicable in the event that such contest is not successful.

20. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor of the United States Virgin Islands.

21. TERMINATION

Either party will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination. Additionally:

A. The **GOVERNMENT** may terminate this Contract whenever funding for the project, from whatever source, is withdrawn, reduced, or restricted. To the extent such funding is reduced or restricted the parties shall use commercially reasonable efforts to negotiate changes and adjustments to this Contract such that it may be continued on its basis consistent with the reduced funding and/or the restrictions thereto.

B. The **GOVERNMENT** may terminate this Contract whenever it determines that **PROTECH SOLUTIONS Inc.**, has failed to substantially perform its duties and responsibilities under this Contract. **GOVERNMENT** shall give **PROTECH SOLUTIONS Inc.**, written notice of its intention to terminate this Contract pursuant to this Section, which notice shall specify the duties and responsibilities that **PROTECH SOLUTIONS Inc.**, has failed to perform. Thereupon, **PROTECH SOLUTIONS Inc.**, shall have a term of thirty (30) days following receipt of said notice to cure such failure or failures or, in the alternative, to provide a Corrective Action Plan (CAP) to reach such objective. The **GOVERNMENT** must approve the CAP. If **PROTECH SOLUTIONS Inc.**, successfully cures such failure or failures to conform to the requirements set forth in this Contract within the required time period, then the notice of termination shall no longer be effective.

C. In the event of termination of this Contract pursuant to subsection (A) or (B), above, **PROTECH SOLUTIONS Inc.**, will be entitled to payment for deliverables met as of the date of termination. Work in progress towards deliverables not met shall be cured towards reasonable costs incurred. Subsequently, the **GOVERNMENT** shall not be held liable to any costs there after incurred as a result of the termination of the work, including, but not limited to, accounting, legal, clerical, and other expenses reasonably necessary for the termination of this Contract.

22. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the **GOVERNMENT**, in part, whenever the **GOVERNMENT** shall deem such termination advisable by providing thirty (30) days written notice to the **CONTRACTOR**. This partial termination shall be effected by delivering to **PROTECH SOLUTIONS Inc.**, a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. In the event of a partial termination, **PROTECH SOLUTIONS Inc.**, shall be entitled to receive payment for services provided to the date of partial termination, including payment for the period of the thirty (30) days' notice.

23. PROCEDURES FOR TERMINATION

Notice of Termination by **GOVERNMENT** shall be given by certified mail with return receipt requested, addressed to **PROTECH SOLUTIONS Inc.**, as provided in Paragraph 31 of this Contract, and shall specify the date of the termination.

Upon receipt by **PROTECH SOLUTIONS Inc.**, of a Notice of Termination **PROTECH SOLUTIONS Inc.**, shall:

A. Stop work under this Contract on the date and to the extent specified in the Notice of Termination, except that work deemed necessary as mutually agreed to by **PROTECH SOLUTIONS Inc.** and **GOVERNMENT**, to terminate this Contract in an orderly basis shall continue as specified.

B. Place no further orders or subcontracts for materials, services, or facilities.

C. To the extent legally permissible or otherwise feasible, cancel all pending orders and terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

D. Assign to **GOVERNMENT** in the manner, and to the extent directed, all the rights, titles, and interest of **PROTECH SOLUTIONS Inc.**, under the orders or subcontracts so canceled or terminated, in which case **PROTECH SOLUTIONS Inc.**, shall be held harmless for all orders or subcontracts canceled or terminated. Termination of this Contract and/or any Ordering Document or subcontract shall not relieve **GOVERNMENT** of its obligation to pay all charges that accrued prior to such termination. **PROTECH SOLUTIONS Inc.**, shall settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which is reimbursable to **PROTECH SOLUTIONS Inc.**, in whole or in part, in accordance with the provisions of this Contract. Within Twenty (20) workdays after the effective date of termination, **PROTECH SOLUTIONS Inc.**, shall transfer title to the **GOVERNMENT** (to the extent that title has not already been transferred) and deliver and return to the **GOVERNMENT**, any formal correspondence, reports, forms, documents, hardware or software that have been provided by the **GOVERNMENT** related to the services described in this Contract to the extent possible.

E. Complete the performance of such part of the work that has been specified for completion by the Notice of Termination. However, **PROTECH SOLUTIONS Inc.**, shall not be obligated, without its express consent, to complete the performance of any part of the work contemplated under this Contract or to continue performing on such parts of the work as **GOVERNMENT** may specify following the effective date of termination.

F. Take such action as may be reasonably necessary, as **GOVERNMENT** may direct, for the protection and preservation of the property related to this Contract, which is in the possession of **PROTECH SOLUTIONS Inc.**, and in which **GOVERNMENT** has or may acquire an interest.

24. PERFORMANCE OF TERMINATION OF OBLIGATIONS

A. **PROTECH SOLUTIONS Inc.**, shall proceed immediately with the performance of the obligations stated in this Contract, notwithstanding any delay in determining or adjusting the amount of any item of reimbursement required by this Contract.

B. Termination of this Contract shall not limit either party from pursuing any other remedies available to it, including injunctive relief.

25. SUBMISSION OF CLAIMS

After receipt of a Notice of Termination, **PROTECH SOLUTIONS Inc.**, shall submit any claims for reimbursement related to the termination in the form and with the certifications prescribed by the **GOVERNMENT**. Such claims shall be submitted promptly, but in no event, no later than **THREE (3)** months after the effective date of termination, unless one or more extensions in writing are granted within such three-month period or authorized extension thereof. Within thirty (30) days of forwarding the Notice of Termination, the **GOVERNMENT** shall provide the forms and certifications prescribed for filing claims related to the termination as part of the termination notice. However, if the **GOVERNMENT** determines that the facts justify such action, termination claims may be accepted and acted upon at any time after such three (3) month period or any extension thereof.

26. FAILURE TO AGREE

In the event of a failure to agree in whole or in part as to the amounts to be paid to **PROTECH SOLUTIONS Inc.**, in connection with the total or partial termination of work pursuant to this Section, the **GOVERNMENT** shall determine on the basis of information available the amount if any, due to **PROTECH SOLUTIONS Inc.**, by reason of termination and shall pay to **PROTECH SOLUTIONS Inc.**, the amount so determined.

27. ANTICIPATORY PROFITS NOT REIMBURSABLE

In no case shall **PROTECH SOLUTIONS Inc.**'s termination claims include any claim for unrealized anticipatory profits.

28. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract, on account of race, creed, color, sex, religion, disability or national origin.

29. CONFLICT OF INTEREST

(a) **PROTECH SOLUTIONS Inc.**, covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) **PROTECH SOLUTIONS Inc.**, further covenants that it is:

(1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the **GOVERNMENT** or any agency, board, commission or independent instrumentality of the **GOVERNMENT**, whether compensated on a salary, fee or contractual basis); or

(2) a territorial officer or employee and, as such, has:

(i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

(ii) not made, negotiated or influenced this Contract, in its official capacity;

(iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

30. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor of the United States Virgin Islands.

31. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner Designee
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas, VI 00802

Denise N. George, Esq.
Attorney General Designee



Department of Justice
34-38 Kronprindsens Gade
2nd Floor
St. Thomas, VI 00802

CONTRACTOR

Satish Garimalla
Chief Executive Officer
Protech Solutions, Inc.
303 West Capitol Avenue, Suite 330
Little Rock, Arkansas 72201
Email: satish.garimalla@protecholutions.com

32. LICENSURE

PROTECH SOLUTIONS Inc., covenants that it has:

(a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and

(b) Familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

33. OTHER PROVISIONS

Addenda I through III attached hereto are a part of this Contract and are incorporated herein by reference.

34. DEBARMENT CERTIFICATION

By execution of this Contract, **PROTECH SOLUTIONS Inc.**, certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. **PROTECH SOLUTIONS Inc.**, shall include this provision in each of its subcontract(s) hereunder and shall direct its sub-contracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event **PROTECH SOLUTIONS Inc.**, or any subcontractor(s) misrepresents its eligibility to receive contract awards using federal funds, **PROTECH SOLUTIONS Inc.**, or subcontractor(s) agrees that it shall not be entitled to payment for any work performed under this Contract or any subcontract and that **PROTECH SOLUTIONS Inc.**, or subcontractor(s) shall promptly reimburse the **GOVERNMENT** of the Virgin Islands for any progress payments heretofore made. If, during the term of this Contract, **PROTECH SOLUTIONS Inc.**, shall become ineligible to receive contract awards using federal funds, this Contract shall be terminated forthwith for cause and **PROTECH SOLUTIONS Inc.**, shall not be entitled to payment for any work performed under this Contract or sub-contract after the effective date of such ineligibility.

35. FALSE CLAIMS

PROTECH SOLUTIONS Inc., warrants that it shall not, with respect to this Contract, make or present any claim upon or against the **GOVERNMENT** of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. **PROTECH SOLUTIONS Inc.**, acknowledges that making such a false, fictitious or fraudulent claim is an offense under the Virgin Islands law.

36. NOTICE OF FEDERAL FUNDING

PROTECH SOLUTIONS Inc., acknowledges that this Contract is funded, in whole or in part, by federal funds. **PROTECH SOLUTIONS Inc.**, warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. **PROTECH SOLUTIONS Inc.**, acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

37. INSURANCE

PROTECH SOLUTIONS Inc. shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

38. ORDER OF PRECEDENCE

In the event of a contradiction between the provisions of the documents comprising this Contract, such contradiction shall be resolved by giving precedence in the following order:

- A. Provisions of this Contract including Contract Amendments;
- B. Response to Request for Estimate (Addendum III);

C. Terms of the task requests.

39. NATURE AND EXTENT OF WARRANTY

A. Warranty Period - **PROTECH SOLUTIONS Inc.**, warrants that (i) for a period of twelve (12) months, after the "Go Live Date"³, the Products and Services described in the Contract including Addenda herein will not contain any service defects, and (ii) **PROTECH SOLUTIONS Inc.**, has complied in all material respects with all applicable local, foreign, domestic and other laws, rules, regulations and requirements.

B. Warranted Repairs - **PROTECH SOLUTIONS Inc.**, shall use reasonable efforts to promptly correct, at no additional cost to **GOVERNMENT**, any error arising solely out of the work performed by **PROTECH SOLUTIONS Inc.**, which causes material deviations in the software or inoperability of the hardware relating to CSTARS.

Should such errors corrupt CSTARS data, **PROTECH SOLUTIONS Inc.**, shall, to the extent reasonably possible, reconstruct any files affected by the error identified and reported, within THIRTY (30) days after performance of the services giving rise to the error. The **GOVERNMENT** acknowledges its obligation to maintain adequate backup copies of all data files.

40. HOLD HARMLESS FOR PATENT OR COPYRIGHT INFRINGEMENT

PROTECH SOLUTIONS Inc., assumes responsibility for any claim brought against the **GOVERNMENT** based on the infringement of any patent or copyright or the use of any software, materials, or information developed and delivered by **PROTECH SOLUTIONS Inc.**, in the execution of this Contract, and in any such suit or claim, satisfy any penalty assessed against the **GOVERNMENT** for such violation. The **GOVERNMENT** shall provide **PROTECH SOLUTIONS Inc.**, with a copy of any such claim served upon or noticed to the **GOVERNMENT** within not more than THREE (3) workdays of its receipt, and **PROTECH SOLUTIONS Inc.**, shall have the right and opportunity to defend clear itself from any such allegation at its sole discretion, and the **GOVERNMENT** shall provide full cooperation in respect thereto. In the event that any order of a court of competent jurisdiction shall prevent the **GOVERNMENT** from using all or any part of such software, materials or information, **PROTECH SOLUTIONS Inc.**, at **PROTECH SOLUTIONS Inc.**'s sole option, shall either (a) obtain for the **GOVERNMENT**, at **PROTECH SOLUTIONS Inc.**'s expense, the right for the **GOVERNMENT** to continue using all of such software, materials or information, including the alleged infringing portion, (b) replace such infringing portion of such software, materials or information to make it non-infringing; or (c)

³ The "Go Live Date" is defined as the date that the CSTARS system Modernization is fully implemented, Production Environment Readiness has been validated, and the modernized CSTARS system is put into service.



refund to the **GOVERNMENT** all amounts paid for such service, materials or information directly causing the infringement.

41. DUE DILIGENCE RESPONSIBILITY OF THE PROTECH SOLUTIONS Inc.,

It is the sole responsibility of **PROTECH SOLUTIONS Inc.**, to exercise due diligence in the performance of this Contract.

42. OMISSIONS

In the event that the **GOVERNMENT** or **PROTECH SOLUTIONS Inc.**, discovers any material omission in the provisions of this Contract that is believed to be essential to the successful performance of this Contract, each must so inform the other in writing. The **GOVERNMENT** and **PROTECH SOLUTIONS Inc.**, will promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to attain the objectives of this Contract.

43. PUBLICITY

PROTECH SOLUTIONS Inc., shall secure the **GOVERNMENT's** written approval prior to the release of any information, including press releases, interviews, bulletins, or articles of any kind in any public, private, or trade medium concerning this Contract or project, its terms, execution, implementation; or results, which approval shall not be unreasonably withheld.

44. NOTICE AND DISPUTE RESOLUTION MECHANISMS

In the event of any dispute arising during the term of this Contract concerning performance under this Contract or the rights of one or another of the parties, either party shall serve notice thereof to the other party.

Said notice shall express clearly and completely the position of the Noticing Party.

Within TEN (10) workdays of service of such notice, the receiving party shall reply in writing to the Noticing Party. Said reply shall express clearly and completely the position of the receiving party in respect to each grievance set forth by the Noticing Party.

45. MEETING BETWEEN PROJECT DIRECTORS

Within TEN (10) workdays after the reply has been served on the Noticing Party, representatives of **PROTECH SOLUTIONS Inc.**, and the **GOVERNMENT** shall meet and make a good faith effort to resolve the dispute. If they succeed, they shall set forth their determination in writing, duly signed by them, and such document shall become binding upon the parties and an official record to be appended to this Contract. If they fail to reach agreement; they shall each set forth a signed statement of the controversy in writing, which statement shall be submitted to the Attorney General, the IV-D Director of the Paternity and Child Support Division

("PCSD") and the representative of **PROTECH SOLUTIONS Inc.**, within TWO (2) business days.

46. HIGH LEVEL MEETING

If the parties fail to reach an agreement, the PCSD Director and the representative of **PROTECH SOLUTIONS Inc.**, shall meet as promptly as possible with a third person to be agreed upon by said parties and make a good faith effort to settle or otherwise compromise their differences. Other persons may attend such meeting only upon the express agreement of the aforementioned individuals.

47. RESOLUTION OF DISPUTE

If the meeting specified in Paragraph 46 above does not result in a settlement or compromise of the dispute or disagreement within SEVEN (7) workdays, the parties may pursue whatever legal remedies are available to them.

48. NO INTERRUPTION OF WORK

Pending final determination of any dispute hereunder, **PROTECH SOLUTIONS Inc.**, shall proceed diligently with the performance of its services and be compensated for those services rendered which are not in controversy until a decision is made pursuant to Paragraphs 44 through 47, or this Contract is terminated.

49. INTERIM MAINTENANCE AND SUPPORT

PROTECH SOLUTIONS Inc., shall, as described in Addenda I and III, provide modifications, upgrades and enhancements to CSTARS Application. Said enhancement and modification services shall be performed pursuant to this Contract. Tasks for Interim Maintenance and Support entered into by the **GOVERNMENT** and **PROTECH SOLUTIONS Inc.**, and shall be billed as set out in Addendum II (Estimate for Interim Maintenance and Support for CSTARS System).

PROTECH SOLUTIONS Inc., and **GOVERNMENT** will collectively establish time frames and criteria for the acceptance of deliverables identified in Addenda I and III of the Contract. Such acceptance process will also contain provisions for schedule adjustment or deemed approved should **GOVERNMENT** fail to meet the specified time frames.

All task or work requests shall be written and governed by the terms of this Contract and shall set out the following information:

- (a) scope of services
- (b) specific term for the performance of the scope of services.
- (c) not-to-exceed compensation for performance of services.

If additional information is needed to approve a Task, the **GOVERNMENT** may request such continuing information and documentation regarding the Task from **PROTECH SOLUTIONS Inc.**, as the **GOVERNMENT** reasonably deems appropriate. In the event of a conflict between the provisions of a task or work request and this Contract, the provisions of this Contract shall prevail unless the parties specifically identify and agree upon an Amendment to this Contract.

50. PROVISIONS REQUIRED BY IRS PUBLICATION 1075

A. Performance. In performance of this Contract, the **PROTECH SOLUTIONS, Inc.** agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of **PROTECH SOLUTIONS, Inc.** or **PROTECH SOLUTIONS, Inc.**'s employees.

(2) **PROTECH SOLUTIONS, Inc.** and **PROTECH SOLUTIONS, Inc.**'s employees with access to or who use federal tax information as defined in Internal Revenue Service (IRS) Publication 1075 ("Federal Tax Information" or "FTI") must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee or employee of **PROTECH SOLUTIONS, Inc.** shall be prohibited.

(4) All returns or return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) **PROTECH SOLUTIONS, Inc.** certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by **PROTECH SOLUTIONS, Inc.** at the time the work is completed. If immediate purging of all data components is not possible, **PROTECH SOLUTIONS, Inc.** certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the **GOVERNMENT**. When this is not possible, **PROTECH SOLUTIONS, Inc.** will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the **GOVERNMENT** with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.

(9) **PROTECH SOLUTIONS, Inc.** will maintain a list of employees authorized access. Such list will be provided to the **GOVERNMENT** and, upon request, to the IRS reviewing office.

(10) The **GOVERNMENT** will have to void the Contract if **PROTECH SOLUTIONS, Inc.** fails to provide the safeguards described above.

B. Criminal/Civil Sanction.

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such persons that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosures of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information in an award of civil damages against the officer or employee in an amount not less than \$1000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much a \$1000 or imprisonment for as long as 1 year, or both, together with the cost of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosures plus in the case of a willful inspection or disclosure which

is the result of gross negligence, punitive damages plus the cost of the action. These penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR § 301.6103(n)-1.

(3) Additionally, it is incumbent upon **PROTECH SOLUTIONS, Inc.** to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. § 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's file for review. As part of the certification and at least annually afterwards Contractors must be advised of the provisions of IRCs 7431, 7213 and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5 Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and the annual certification, **PROTECH SOLUTIONS, Inc.** must sign either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspection.

(1) The IRS and the **GOVERNMENT**, with 24 hours-notice, shall have the right to send its inspectors to the offices and plants of **PROTECH SOLUTIONS, Inc.** to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective action may be required in cases where **PROTECH SOLUTIONS, Inc.** is found to be noncompliant with the Contract safeguards.

51. **CONFIDENTIALITY**

A. All material and information concerning the **GOVERNMENT** provided to **PROTECH SOLUTIONS Inc.**, by the **GOVERNMENT** or acquired by **PROTECH SOLUTIONS Inc.**, in performance of this Contract, whether oral, written, recorded magnetic media, or otherwise, which is not known by third parties not involved in the project and which is not readily accessible to such third parties, shall be regarded as confidential information, and all necessary steps shall be taken by **PROTECH SOLUTIONS Inc.**, to safeguard the confidentiality of such material or information in conformity with Federal and Virgin Islands statutes and regulations.

B. **PROTECH SOLUTIONS Inc.**, agrees not to release any such information provided by the **GOVERNMENT** or any generated by **PROTECH SOLUTIONS Inc.**, without the express written consent of the **GOVERNMENT**. Such consent will be given only for purposes that will enable **PROTECH SOLUTIONS Inc.**, to discharge its responsibilities hereunder.

C. For the purposes of this Contract, "**PROTECH SOLUTIONS Inc.**, Confidential Information" means any information which, given the nature of the information and/or the circumstances of disclosure, the **GOVERNMENT** has reason to know **PROTECH SOLUTIONS Inc.**, considers confidential, in whatever form that it is disclosed, whether or not marked as confidential. **PROTECH SOLUTIONS Inc.**, Confidential Information includes, without limitation, such information relating to software, hardware, computer programs, system codes, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not) schematics, proofs and other technical, business, financial, customer and product development plans, and information received from others that **PROTECH SOLUTIONS Inc.**, is obliged to treat as confidential.

D. The **GOVERNMENT** undertakes to **PROTECH SOLUTIONS Inc.**, that in respect of **PROTECH SOLUTIONS Inc.**, Confidential Information it will: treat **PROTECH SOLUTIONS Inc.**, Confidential Information as confidential; use at least the same degree of care to protect **PROTECH SOLUTIONS Inc.**, Confidential Information as it uses to protect its own confidential information of a like nature, but in any event it shall not use a standard of care that is less than a reasonable standard of care; not disclose **PROTECH SOLUTIONS Inc.**, Confidential Information to anyone without the prior written consent of **PROTECH SOLUTIONS Inc.**; not use **PROTECH SOLUTIONS Inc.**'s Confidential Information for any purpose other than the performance of this Contract; and not remove any confidentiality, copyright or other proprietary rights notices from any of **PROTECH SOLUTIONS Inc.**'s Confidential Information.

E. The confidentiality provisions of this Contract shall not apply to information that (i) is lawfully in the public domain at the time it was transmitted; (ii) has been independently developed by **PROTECH SOLUTIONS Inc.**, without violation of this section; (iii) is independently known to **PROTECH SOLUTIONS Inc.**, at the time of receipt through no unlawful act of **PROTECH SOLUTIONS Inc.**; (iv) is disclosed by **PROTECH SOLUTIONS Inc.**, with written approval of the **GOVERNMENT**; (v) becomes known to **PROTECH SOLUTIONS Inc.**, from a source other than the **GOVERNMENT**, which source legally is entitled to have and to disclose such information without restriction or (vi) is required to be disclosed by law.

F. The **GOVERNMENT** prohibits disclosure of participant or employee records by **PROTECH SOLUTIONS Inc.**

G. **SECURITY BREACH**

A breach of Personally Identifiable Information (PII) shall have occurred when there has been unauthorized acquisition of unencrypted PII data (electronic or otherwise) from **PROTECH SOLUTIONS Inc.**'s possession which is utilized in the performance of this Contract that

compromises the security, confidentiality, or integrity of PII. **PROTECH SOLUTIONS Inc.**, agrees to be liable for any unauthorized disclosure of PII in its possession as if it were the owner of the data. **PROTECH SOLUTIONS Inc.**, acknowledges that any breach of PII is a material breach of this Contract. **PROTECH SOLUTIONS Inc.**, shall notify the **GOVERNMENT** immediately of any breach or suspected breach but in no event later than twenty-four hours after **PROTECH SOLUTIONS Inc.**, learns of the suspected breach. The **GOVERNMENT** may establish reasonable required remediation procedures and **PROTECH SOLUTIONS Inc.**, shall comply as directed by the **GOVERNMENT** unless prohibited by law. **PROTECH SOLUTIONS Inc.**, shall bear all reasonable costs of such remediation.

H. DUTY TO SAFEGUARD INFORMATION

(1) **PROTECH SOLUTIONS Inc.**, shall comply with Code of Federal Regulations, Title 45, Part 307.13. **PROTECH SOLUTIONS Inc.**, acknowledges that its automated systems may access or utilize child support program data and that its automated systems are considered a component of the **GOVERNMENT'S** computerized support enforcement systems for purposes of complying with the safeguard provisions set forth in Federal regulation 45 CFR § 307.13. Additionally, **PROTECH SOLUTIONS Inc.**, agrees that the data supplied by Paternity and Child Support Division shall be used for official **GOVERNMENT** business only. Confidentiality of data must be maintained. **PROTECH SOLUTIONS Inc.**, acknowledges and agrees that violation of confidentiality may result in a fine.

(2) **PROTECH SOLUTIONS Inc.**, acknowledges that in the course of exercising its duties under this Contract that it will receive highly sensitive "personal identifying information" (PII). **PROTECH SOLUTIONS Inc.**, shall not allow this information to be disclosed except to individuals who are authorized in order to perform their duties and only for the technologies and methods reasonably selected from all available technologies and abide by prevailing industry standard security practices for such security sensitive environments to secure this data and prevent its unauthorized disclosure. Such technologies and methods shall include, but shall not be limited to, employee criminal background investigation, computer access security, data access security, data storage encryption, and data transmission encryption. **PROTECH SOLUTIONS Inc.**, takes full responsibility for the security of all data and hereby agrees to hold the **GOVERNMENT** harmless of any damages and liabilities that may result from unauthorized disclosure or loss of PII from **PROTECH SOLUTIONS Inc.'s** possession to the extent caused by **PROTECH SOLUTIONS Inc.**

(3) The work to be performed under this Contract may require the **GOVERNMENT** to supply data that contains PII. **PROTECH SOLUTIONS Inc.**, agrees that the **GOVERNMENT** will securely deliver such data directly to the facility where the data is used to perform the work under this Contract. The data is not to be maintained or forwarded to or from any other facility or location except for the authorized and approved purposes of backup and disaster recovery purposes. **PROTECH SOLUTIONS Inc.**, shall insure that the data is not retained beyond the life of **PROTECH SOLUTIONS Inc.'s** relationship with the **GOVERNMENT** as established by this Contract. **PROTECH SOLUTIONS Inc.**, agrees to dispose of the data in a secure manner as approved by the **GOVERNMENT**.

(4) **PROTECH SOLUTIONS Inc.**, agrees to inspect and audit the security of its organization that is used to deliver services under this Contract annually to insure compliance with the applicable Federal guidelines including IRS Publication 1075. All applicable guidelines and reports will be mutually agreed upon by the **GOVERNMENT** and **PROTECH SOLUTIONS Inc.**

(5) With prior reasonable notice to **PROTECH SOLUTIONS Inc.**, the **GOVERNMENT** may at any time arrange for a security audit to be performed by itself or a third party during **PROTECH SOLUTIONS Inc.**'s regular business hours to assess the security of **PROTECH SOLUTIONS Inc.**'s information technology infrastructure for compliance with these security requirements, including computer systems, networks, security procedures, etc., the cost of which shall be borne by the **GOVERNMENT**.

52. OWNERSHIP MODIFICATION

In the event of any sale or takeover of a majority ownership in **PROTECH SOLUTIONS Inc.**, by a person or entity that did not have such ownership interest on the day before the effective date of this Contract, **PROTECH SOLUTIONS Inc.**, shall ensure that it or its successor organization continues to perform its duties under this Contract. **PROTECH SOLUTIONS Inc.**, must inform all parties interested in buying or taking majority control of its business of its obligation to continue performing under this Contract until the term has expired, and must obtain the agreement of any buyer or taker of majority control to such requirements.

53. SEVERABLE PROVISIONS

If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid, then such provision is to be deemed stricken from this Contract and this Contract shall be enforced according to its valid and subsisting terms and provisions.

54. NON-SOLICITATION OF CONSULTANTS AND EMPLOYEES

Without the prior written consent of either party, from the date of this Contract until one year after the termination of this Contract, neither party shall, either directly or indirectly, on behalf of themselves or any other individual, corporation, partnership or other entity, employ, solicit for employment or otherwise assist in the solicitation or employment, of any employee of either party.

55. CONTINGENT FEE PROHIBITION

PROTECH SOLUTIONS Inc., warrants that it has not employed or retained any individual, corporation, partnership or other entity, other than a bona fide employee or agent working for **PROTECH SOLUTIONS Inc.**, to solicit or secure this Contract, and that it has not paid or agreed to pay any individual, corporation, partnership or other entity, other than a bona fide employee or agent any fee or other consideration contingent on the making of this Contract.

56. HEADINGS NOT CONTROLLING

Any headings or titles used to help identify any part of this Contract are for reference purposes only and shall have no binding force or effect and shall not enter into the interpretation of this Contract.

57. MISCELLANEOUS

Unless otherwise specified, all references in this Contract to "days" refer to calendar days.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Jerry O. Sunsette

[Signature]

6/27/19
Date

Denise N. George, Esq.
~~Acting~~ Attorney General
Department of Justice

Harold L. Doid

[Signature]

7/1/19
Date

Anthony D. Thomas, Commissioner Designee
Department of Property & Procurement

CONTRACTOR

Protech Solutions, Inc.

[Signature]

[Signature]

June 25, 2019
Date

Satish Garimalla
Chief Executive Officer

APPROVED:

[Signature]
Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

7/1/19
Date:

**APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:**

[Signature]

7/1/19
Date

Ian S.A. Clement, Esq.
Assistant Attorney General

PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and Protech Solutions, Inc.

Anthony D. Thomas, Commissioner Designee
Department of Property and Procurement

JUL 12 2019 PM 3:00
REC'D PROPERTY&PROCUR

JUN 27 2019 PM 3:55
REC'D PROPERTY&PROCUR