



**AMENDMENT No. 1 OF
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT made as of the 17th day of May 2022 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands **DEPARTMENT OF PROPERTY AND PROCUREMENT** (hereinafter referred to as “**Government**”) and **Periscope Holdings, Inc.** (hereinafter referred to as “**Contractor**” or “**Periscope**”).

Both Parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to Contract No. P063DPPT21 approved by Governor of the US Virgin Islands on March 17, 2021, (the “Contract”), the Government contracted with the Contractor for an Electronic Procurement System (“E-Procurement”) to augment aspects of the Government’s Enterprise Resource Planning (“ERP”) system with a cloud-based Software-as-a-Service (“SaaS”) eProcurement and contract management solution that supports and complies with all the Government’s procurement needs; and

WHEREAS, the Contract expires pursuant to its terms on March 17, 2026; and

WHEREAS, the Parties desire to amend the Contract, to:

- (i) delete all references to “contract management”, “contract management solution” and Periscope CLM from the Contract for Years 2 through 5 as that portion of the Solution and Platform shall no longer be provided by Periscope during Years 2 through 5;
- (ii) reduce the compensation by Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) in the annual subscription fee in Years 2 through 5 of the Contract; and
- (iii) add an additional 120 hours of technical design services at a cost not to exceed Twenty-Nine Thousand One Hundred Eight Dollars and Forty Cents (\$29,108.40) to support the financial integration of the e-procurement system and the Government’s financial management system in the Tyler Munis Enterprise Resource Planning System (“ERP”)

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:



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TERMS AND CONDITIONS

1. The Contract is amended by deleting all references to “contract management”, “contract management solution” and Periscope CLM from the Contract and associated Addenda for Years 2 through 5.
2. The Contract is amended by deleting all of the text contained in Paragraph 3 and replacing it with the following:

“The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services) agrees to pay the Contractor in US Dollars, an amount not to exceed Two Million Nine Hundred Forty Thousand Three Hundred Ninety-Five Dollars and Sixty-Nine Cents (\$2,940,395.69) in accordance with the provisions set forth in 1st Amended Addendum II (1st Amended Compensation) attached hereto and made a part of this Contract.”

3. Paragraph 23 is hereby amended by deleting all text contained therein and replacing it with the following:

“Addendum I, 1st Amended Addendum II, and Attachment A attached hereto are made a part of this Contract and incorporated herein by reference.”

4. Addendum I of the Contract is hereby amended by deleting the first paragraph under Phase III **B. Interface Development and Periscope CLM Configuration and Data Migration**, which reads “The Contractor shall utilize its BuySpeed™ standard integration module to integrate with GVI’s ERP, Tyler Munis System to provide transaction and vendor data in a standard XML format batch or real – time processing.” and replacing it with the following language:

“The Contractor shall utilize its BuySpeed™ standard integration module and provide additional technical design services not to exceed one hundred twenty (120) hours to support the financial integration with GVI’s ERP, Tyler Munis System to provide transaction and vendor data in a standard XML format batch or real – time processing.”

5. Addendum II of the Contract is revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in 1st Amended Addendum II (1st Amended Compensation) attached hereto and made a part hereof.
6. This Amendment is subject to the approval of the Governor of the US Virgin Islands and to the appropriation and availability of funds.



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7. Except as expressly amended in this Amendment No. 1, all terms of the Contract remain in full force and effect.

8. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature and initials on this Contract shall be deemed an original and binding upon the Parties hereto.

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

GOVERNMENT OF THE VIRGIN ISLANDS

Anthony D. Thomas

Anthony D. Thomas, Commissioner
Department of Property & Procurement

5/6/2022

Date

CONTRACTOR

Mark Eigenbauer

Mark Eigenbauer
President, eprocurement
mdf commerce for Periscope Holdings, Inc

4-18-22

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: *Kenneth R. Case*

Date 05/12/2022

Kenneth R. Case, Esq., AAG

APPROVED:

Albert Bryan Jr.

Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

Date:

5/17/22

PURCHASE ORDER NO. _____

Original Contract



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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 17th day of March, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, (hereinafter referred to as "Government" or "GVI") and Periscope Holdings, Inc. (hereinafter referred to as "Contractor" or "Periscope").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide an Electronic Procurement System ("E-Procurement") to augment aspects of its existing Enterprise Resource Planning ("ERP") System with a cloud-based Software-as-a-Service ("SaaS") eProcurement and contract management solution ("Solution" or "Platform") that supports and complies with all GVI's Procurement laws, regulations and processes and which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. RFP-e-Procurement System; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

This Contract shall be effective upon the date of execution of this Contract by the Governor of the U.S. Virgin Islands and shall terminate five (5) years thereafter (the "Term"). The Government shall have the option to renew the contract for five (5) additional one (1) year periods at the cost stipulated in Addendum II (Compensation) for the SaaS Annual Module subscription fees, subject to the appropriation and availability of funds, provided that the Government serve written notice of its decisions to exercise said option at least sixty (60) days prior to the expiration of the contract term.

RFP No. RFP-e-Procurement
Contract No. P063DPPT21
Execution Copy

Contractor's Initials: DE



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3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor in US Dollars, a sum not to exceed **THREE MILLION TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS AND TWENTY-NINE CENTS (\$3,211,287.29)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.

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 **TWENTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$27,400.00)**.

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

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, provided that Periscope shall own and retain all right, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any Software, tool, diagram, or other resource used to access, interpret, or organize Government Data, (iii) any software, applications, inventions or other technology developed in connection with the Services, and (iv) all Intellectual Property Rights and proprietary rights in and related to any of the foregoing (collectively, "Services IP"). To the extent Government acquires any right, title or interest in any Services IP, Government hereby assigns all of its right, title and interest in such Services IP to Periscope. All rights not expressly granted herein are reserved and retained by Periscope, and no Intellectual Property Rights or other rights or licenses are granted, transferred, or assigned to the



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Government, any Government User, or any other party by implication, estoppel, or otherwise. As used in this Agreement, "Intellectual Property Rights" shall mean all rights in and to United States and foreign (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, (v) any other proprietary right or intangible asset (including software), and (vi) all other intellectual property rights, in each case whether registered or unregistered, and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

8. 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 Contractor 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 Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor 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 reasonable 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 Contractor under this Contract and arising from any cause, except the sole negligence of Government. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by Periscope, (ii) made in whole or in part in accordance with Government specifications, (iii) that are modified after delivery, or granting of access, by Periscope, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Government continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Government's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court



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of competent jurisdiction to be or is believed by Periscope to be infringing, Periscope may, at its option and expense (a) replace or modify such Platform to be non-infringing; provided, that such modification or replacement contains substantially similar features and functionality, (b) obtain for Government a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Government's rights hereunder and provide Government a refund of any prepaid, unused fees for such Platform. This Section states Government's sole and exclusive remedies for claims of infringement.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. 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.

13. 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.

14. ENTIRE AGREEMENT

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

15. 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 Contractor, 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 the Contractor in writing in the event that it elects to exercise its right to withhold.



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

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or within another period of time as agreed upon in writing by both parties after the breaching party receives written notice of such breach from the non-breaching party. Government may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to Periscope, or (ii) if adequate funds to pay Contractor all fees owed hereunder are not appropriated to Government during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Government shall not activate this non-appropriation provision for its convenience, substitution for another procurement system or solution, or to circumvent the requirements of this Agreement in any way.

18. 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 ninety (90) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor 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. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ninety (90) day notice.

19. 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.



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20. CONFLICT OF INTEREST

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

21. 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
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas Virgin Islands 00802

CONTRACTOR

Brian Utley
Chief Executive Offer
Periscope Holdings, Inc.
5000 Plaza on the Lake, Suite 100
Austin, TX 78746



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22. LICENSURE

The Contractor 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.

23. OTHER PROVISIONS

Addenda I, II and ATTACHMENT A attached hereto are a part of this Contract and are incorporated herein by reference.

24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor 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. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

Contractor 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. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

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



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27. INSURANCE

Contractor 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 reflecting the required coverage by Virgin Islands law.

28. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

29. ACCESS AND USE LICENSE

Subject to the terms and conditions of this Agreement, during the Term and any renewals thereof, Contractor shall use commercially reasonable efforts to provide (i) Government and Authorized Users access to each Platform, and (ii) Government the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Contractor hereby grants Government and Authorized Users a limited, revocable, non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use each Platform, in strict accordance with this Agreement and solely for Government's own internal business purposes. Unless expressly stated otherwise, all license rights granted herein or in connection with any Platform shall immediately terminate upon termination or cessation of this Agreement. The provision of any Platform or other work product or deliverable to Government does not constitute a sale of such Platform, work product, or deliverable to Government. Government shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Contractor. During the configuration and set-up process for each Platform, Government will identify an administrative user name and password for Government's Contractor account. Contractor reserves the right to refuse registration of or cancel user names and passwords it deems inappropriate. Government may allow such number of Government's employees and/or



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independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Government as "Government Users." Additionally, if applicable to a Platform, Government may allow such number of designees ("Vendor Users" and, together with Government Users, "Authorized Users") and, subject to Contractor's then-current Vendor Terms of Use, such number of its vendors ("Vendors") as is indicated on an Order Form, and their personnel, to access each Platform in connection with such Vendor's activity with Government through such Platform. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable Platform. As a condition to access and use of a Platform, (i) each Authorized User shall agree to abide by the terms of Contractor's end-user terms of use which it may adopt from time to time, (ii) Government Users shall agree to abide by the terms of this Agreement, or a subset hereof, and (iii) Vendor Users shall agree to abide by the terms of the then-current Contractor Vendor Terms of Service applicable to such Platform, and, in each case, Government shall ensure such compliance. Government shall immediately notify Contractor of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation and shall be liable for any breach of the foregoing agreements by any Authorized User. Government will be responsible for (i) all uses of any account that Government has access to, whether or not Government has authorized the particular use or user, and regardless of Government's knowledge of such use, and (ii) securing its Contractor account, passwords (including but not limited to administrative and user passwords) and files. Contractor is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

29.1. RESTRICTIONS AND RESPONSIBILITIES

Government will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("Software"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software, the Services, including all user-visible aspects of the Services, and each Platform are the Confidential Information of Contractor, and Government will comply with Section 29.1 with respect thereto. Government shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Services in full compliance with this Agreement, Contractor's end-user terms of use, and all applicable laws and regulations. Government represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to a Platform provided by Contractor, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Contractor may suspend Government's account and access to each Platform and performance of the Services at any time and without notice if Contractor believes that Government is in violation of this

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Agreement. Although Contractor has no obligation to monitor Government's use of a Platform, Contractor may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing. Government shall provide all cooperation and assistance as Contractor may reasonably request to enable Contractor to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Contractor with such access to Government's premises and its information technology infrastructure as is necessary for Contractor to perform the Services in accordance with this Agreement. Government shall use commercially reasonable efforts to cause Government Users to be, at all times, educated and trained in the proper use and operation of each Platform such Government Users utilize, and to ensure that each Platform is used in accordance with applicable manuals, instructions, specifications and documentation provided by Contractor from time to time. Government shall be responsible for obtaining and maintaining both the functionality and security of any equipment and ancillary services needed to connect to, access or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking, web servers and the like. Government may not remove or export from the United States or allow the export or re-export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority. Software, each Platform and the Services and any documentation provided by Contractor are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

29.2. CHANGES TO PLATFORM

Contractor may, in its sole discretion, make any changes, updates and revisions to any Platform for any reason, including but not limited to (i) maintain or enhance (a) the quality or delivery of Contractor's products or services to its Governments, (b) the competitive strength of, or market for, Contractor's products or services, or (c) such Platform's cost efficiency or performance, (ii) replace older versions of any Platform and its components with newer versions, or (iii) comply with applicable law. Contractor may, from time to time, host and/or maintain a Platform using a third-party technology service provider and Government acknowledges that Contractor cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

30. WARRANTY AND DISCLAIMER

Contractor represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Government warrants that (i) Government owns or has a license



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to use and has obtained all consents and approvals necessary for the provision and use of all of the Government Data that is placed on, transmitted via or recorded by a Platform and the Services; (ii) the provision and use of Government Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any Government's privacy policy, terms-of-use or other agreement to which Government is a party or any law or regulation to which Government is subject; and (iii) no Government Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, CONTRACTOR DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES CONTRACTOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF GOVERNMENT ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN CONTRACTOR AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

31. LIMITATION OF LIABILITY

IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY GOVERNMENT AND VENDORS HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND



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DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

32. PUBLICITY

Government agrees that Contractor may identify Government as a customer and use Government's logo and trademark in Contractor's promotional materials. Government may request that Contractor stop doing so by submitting an email to marketing@Contractorholdings.com at any time. Government acknowledges that it may take Contractor up to thirty (30) days to process such request. Notwithstanding anything herein to the contrary, Government acknowledges that Contractor may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

33. FORCE MAJEURE

Contractor is not responsible for nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Government or any Authorized User.

34. GENERAL PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid under applicable law, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable under applicable law. This Agreement, together with the Scope of Services entered into hereunder and all exhibits, annexes and addenda hereto and thereto, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter hereof and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise expressly provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Scope of Services, such Scope of Services shall prevail unless otherwise expressly indicated in this Agreement or such Scope of Services. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without



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limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

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

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

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

3/2/2021
Date

CONTRACTOR

Brittany Parker

David English
David English
Chief Financial Officer
Periscope Holdings, Inc.

3/1/21
Date

(Corporate seal, if Contractor is a corporation)

APPROVED:

[Signature]

Honorable Albert Bryan Jr.
GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date: 3/17/21

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Carol McDonald
Assistant Attorney General

Date 3/8/2021

PURCHASE ORDER NO. _____