

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Novaspect Inc., located at 1124 Tower Road, Schaumburg, IL 60173 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for Providing hardware and services to upgrade the existing Delta V system to version 15. LTS. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. The effective date of this Contract is September 3rd, 2024. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is December 31st, 2024, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

2.1 The Contractor shall:

Provide new state of the art Delta V system software and workstations to replace aging software and workstations. Provide hardware and services to upgrade the existing Delta V system to version 15. LTS.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services**.” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods**.”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit C**.

2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed

by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.

2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.

2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder (“**Legal Requirements**”) without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys’ fees and disbursements, resulting to it by reason of any such violation by Contractor.

2.5 Contractor warrants and represents that the (i) the Goods provided by Contractor shall materially conform to the description in Contractor’s proposal referenced in Exhibit C hereto and shall be free from defects in material and workmanship and/or (ii) the Services provided by Contractor shall be performed in a timely and workmanlike manner. Contractor warrants (a) the Goods through the earlier of (i) eighteen (18) months from delivery or (ii) twelve (12) months from initial operation and/or (b) the Services ninety (90) days from the performance of Services (each, as applicable, the “Warranty Period”). Products purchased by Contractor from a third party for resale to GRPUC (“Resale Products”) shall carry only the warranty extended by the original manufacturer, and GRPUC agrees that Contractor has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If GRPUC discovers any warranty defects, GRPUC must notify Contractor thereof in writing during the applicable warranty period. If GRPUC gives Contractor prompt written notice of breach of this warranty within the Warranty Period, Contractor shall, at its sole option and as GRPUC’s sole and exclusive remedy, repair or replace the subject parts, re-perform the Services or refund the purchase price. All costs of dismantling, reinstallation and freight under this warranty clause shall be borne by GRPUC unless and to the extent the defective goods were installed by Contractor. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation (unless installed by Contractor), modification, repair, use of unauthorized replacement parts, storage or handling, inaccurate and/or incomplete GRPUC-supplied data, or any other

cause not the fault of Contractor are not covered by this warranty. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE, AND CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.

- 2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions, work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.
- 2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.
- 2.8 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.
- 2.9 Contractor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for those aspects within Contractor's control, for all its employees, agents, subcontractors, and invitees. Contractor shall adopt, supervise, and enforce reasonable and adequate safety requirements, including GRPUC's work safety rules and any safety plan or requirements which may be established by GRPUC, and shall at all times observe and comply fully with all Legal Requirements relating to health and safety.
- 2.10 Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. Contractor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Contractor shall organize and coordinate, well in advance of the time required by this Contract, the procurement and delivery of all necessary materials, supplies, and equipment so that they will be available as needed for timely completion of the Goods and Services.
- 2.11 For a Contract with Goods: With the exception of any software or firmware embedded in the Goods, at the time GRPUC accepts the Goods from Contractor, Contractor shall sell, assign, transfer, convey and deliver to GRPUC, all of Contractor's right, title and interest in the Goods, free and clear of any mortgage, pledge, lien, charge, security interest, claim

or other encumbrance (“**Encumbrance**”). Contractor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be necessary to transfer Contractor’s right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Notwithstanding anything contained herein, Contractor or the applicable third party owner shall retain all rights, interest and title to its respective firmware and software. GRPUC’s use of third party firmware and software shall be governed exclusively by the third party owner’s applicable license terms. Contractor has all risk of loss until GRPUC accepts the Goods.

2.12 NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR AND GRPUC AGREE NEITHER PARTY (INCLUDING AFFILIATES OR CONTRACTORS OF SAME) SHALL BE LIABLE FOR ANY DELAY IN PERFORMANCE NOR SHALL A PARTY’S LIABILITY INCLUDE INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER OR NOT A PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH CLAIM INCLUDING, WITHOUT LIMITATION, LOSS OF TIME, OR LOSS OF ANTICIPATED PROFITS OR REVENUE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL CONTRACTOR’S (INCLUDING ITS AFFILIATES OR SUBCONTRACTORS) LIABILITY ARISING IN CONNECTION WITH THE CONTRACT EXCEED THE PRICE OR FEES PAID TO CONTRACTOR FOR THE SPECIFIC GOODS OR SERVICES PROVIDED BY CONTRACTOR GIVING RISE TO THE CLAIM OR CAUSE OF ACTION

3. Representations and Warranties

3.1 GRPUC is authorized to enter into this Contract.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor’s industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

3.4 For a Contract with Goods: The warranty applicable to Goods is as specified in Article 2.5 herein.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Consideration and Payment

5.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

5.1.1 Compensation. The Contractor will be paid One Hundred and Nine Thousand Four Hundred and Eighty Nine Dollars (\$109,489) in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred and Nine Thousand Four Hundred and Eighty Nine Dollars (\$109,489), subject to any agreed upon changes per Articles 2.2 and 2.3 herein.

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

5.2.2 Retainage. Not Applicable.

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Ben Wieggers at the following business address: 2885 Water Tower Place, Chanhassen, MN 55317, and the following telephone number: 1-952-738-2947, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

Novaspect, Inc.

By: *Lisa Shablin*

Print Name: Lisa Shablin

Title: Senior Contract Specialist

Date: September 18, 2024

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

- 1.1 Prompt Payment. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice. Terms requesting payment in less than thirty (30) days will be changed to read "Net 30 days." Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

The payment for each invoice will only be made for Goods received or Services actually performed that have been accepted by GRPUC, and meet all terms, conditions, and specifications of the Contract.

- 1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as **Exhibit D, Supplement 1**, unless an alternative format is approved in writing by GRPUC's Authorized Representative.

2. Termination.

- 2.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and delivered and any order cancellation or restocking fees assessed to Contractor by its suppliers.

- 2.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days' written notice to Contractor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.

- 2.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.

- 2.4 Effect of Termination. Upon receipt of any notice of termination Contractor shall immediately stop performance of the Services and stop production and delivery of the Goods to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination.

- 2.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC's request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

3. Force Majeure.

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of

the Party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A Party relying on this provision to excuse performance must provide the other Party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

4. Confidentiality.

In connection with Contractor's provision of the Goods and Services under this Contract ("**Purpose**") either Party ("the Discloser") may disclose to the other Party (the "Recipient"), or Recipient may otherwise receive access to, confidential or proprietary information of Discloser ("**Confidential Information**"). Recipient shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information other than to its employees, officers, and advisors, and in the case of Contractor as the Recipient, its suppliers (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Contract; and (c) agree to be bound by the confidentiality terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Discloser of any unauthorized use or disclosure of Confidential Information and cooperate with Discloser to prevent further use or disclosure. Recipient will be responsible for any breach of this paragraph caused by its Representatives. If Recipient is required by law or court order to disclose Confidential Information, Recipient shall provide Discloser with prompt written notice thereof, so that Discloser may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Recipient and its Representatives will use reasonable efforts to obtain and will not oppose action by Discloser to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Recipient will furnish only that portion of the Confidential Information which Recipient is advised by Recipient's legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("**MGDPA**").

5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless GRPUC, its agents, and employees, from any claims or causes of action, including reasonable attorney's fees incurred by GRPUC, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

"**Indemnifying Party**" is defined to include the Contractor, Contractor's subcontractors, and Contractor's agents and employees, to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of GRPUC's negligence provided, however, the foregoing

indemnity obligations will not apply to the percentage of the liability, loss or damage that is attributable to and caused by GRPUC. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for GRPUC's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of GRPUC to indemnify, defend, hold harmless or release an Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Subcontracting and Subcontractor Payment.

6.1 Subcontracting. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by GRPUC can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of GRPUC, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by GRPUC, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

6.2 Subcontractor Payment. Reserved.

7. Government Data Practices.

The Contractor and GRPUC must comply with the MGDPA, as it applies to all data provided by GRPUC under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Contractor or GRPUC.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with GRPUC's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

8. Intellectual Property Rights.

8.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

8.1.1 “**Documents**” are the originals of any databases, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

8.1.2 “**Pre-Existing Intellectual Property**” means intellectual property owned by a party or developed prior to this Contract, and any intellectual property licensed by a third party or incorporated into the Goods and/or Services provided under the Contract, and any derivatives of that intellectual property and improvements thereof, whether or not used in the scope of this Contract.

8.1.3 “**Works**” means all data, databases, reports, notes, studies, photographs, negatives, designs, drawings, maps, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “**Works**” includes Documents.

8.2 Ownership. With the exception of Pre-Existing Intellectual Property, GRPUC owns all rights, title, and interest in all of the intellectual property rights in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of GRPUC and all such Documents must be immediately returned to GRPUC by the Contractor upon completion or cancellation of this Contract. The Contractor assigns all right, title, and interest it may have, excepting Pre-Existing Intellectual Property, in the Works and the Documents to GRPUC. The Contractor must, at the request of GRPUC, execute all papers and perform all other acts necessary to transfer or record GRPUC’s ownership interest in the Works and Documents.

Notwithstanding anything else in this Contract to the contrary, GRPUC retains and owns all rights, title, and interest in and to its data and database whether created before, during, or after this Contract.

8.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants GRPUC a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the Goods or Services that are purchased through the Contract.

8.4 Obligations.

8.4.1 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents, excepting Pre-existing Intellectual Property, are the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any

interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

8.4.2 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify, defend, and hold harmless GRPUC, at the Contractor's expense, from any action or claim brought against GRPUC to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others, provided that GRPUC: promptly notifies Contractor in writing of the filing of such suit or the threat thereof; permits Contractor to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Contractor for the defense of such suit.. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If the Works or Documents are held to be infringing in such suit, claim, or action and their use is enjoined, the Contractor must, at its sole option and expense, and as GRPUC's sole and exclusive remedy, either procure for GRPUC the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim.

9. Copyright.

The Contractor shall save and hold harmless GRPUC, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

10. GRPUC Audits.

The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit. Notwithstanding anything to the contrary, Contractor shall not be required to divulge any information of a confidential or proprietary nature not relevant to determining Contractor's compliance with respect to its performance of the Contract (e.g., developments of rates, overhead or profit factors, employee salary or personal information, business plans, etc.).

11. Publicity and Endorsement.

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor

individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

11.2 Endorsement. The Contractor must not claim that GRPUC endorses its products or services.

12. Debarment by the State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to GRPUC's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. Equal Employment, Nondiscrimination, and Affirmative Action.

In connection with the work under this Contract, Contractor agrees to comply with the applicable Legal Requirements related to equal employment opportunity, nondiscrimination, affirmative action, and nonretaliation.

14. General / Miscellaneous.

14.1 Observance of GRPUC Policies. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy.

14.2 Independent Contractor. It is understood and agreed that in providing the Goods and Services hereunder, Contractor shall act in the capacity of an independent contractor and not as an employee, partner, joint venturer, or agent of GRPUC. Contractor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of GRPUC for any purpose whatsoever. Contractor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and contractors and any claims with respect thereto and shall be solely responsible for the withholding and payment of all federal, state, and local income taxes as well as all FICA and FUTA taxes applicable to it, its employees, and its contractors. Contractor acknowledges that as an independent contractor, neither it nor any of its employees or contractors shall be eligible for any GRPUC employee benefits, including, but not limited to, vacation, sick, medical or dental insurance, or pension benefits.

14.3 Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated by this Contract.

14.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or

its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

14.5 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change. A copy of any notice sent to Contractor shall also be sent via email to records@novaspect.com.

GRPUC
Address: 500 SE 4th Street
Grand Rapids, MN 55744
Attn: General Manager
Email: jakennedy@grpuc.org

Contractor
Address: 2885 Water Tower Place
Chanhassen, MN 55317
Attn: Ben Wieggers
Email: BWieggers@novaspect.com

14.6 Entire Agreement. This Contract (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

14.7 Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by a Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

14.8 Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Contract a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

14.9 Binding Effect; Assignment. This Contract shall be binding on the Parties and on their respective heirs, devisees, representatives, successors, and assigns. Contractor shall not assign, sublet, or subcontract the Goods or Services or any portion thereof without the prior written

consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

14.10 Counterparts; Electronic Signatures. This Contract may be executed in separate counterparts with the same effect as if all signatures were on the same Contract. For purposes of this Contract, a telecopy, electronic, or facsimile Contract and signature shall be deemed as, and shall serve as, an original Contract and signature.

14.11 Attorneys' Fees. In the event of any litigation between the Parties hereto with respect to this Contract, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys' fees in addition to such other relief as the court may award.

14.12 Survival. The obligations of Contractor hereunder, including, without limitation, obligations concerning indemnity, warranties, confidentiality, intellectual property and defense of GRPUC, shall survive the expiration or earlier termination of this agreement.

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Exhibit A, Supplement 1

IT TERMS

SUPPLY CHAIN SECURITY

Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of GRPUC under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

1. **Security Practices and Preventive Controls.** The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter “supply chain security”).

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program’s security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), IEC 6244/NIST or other program accepted in writing by GRPUC. To demonstrate certification/accreditation, Contractor must provide to GRPUC within one (1) month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify GRPUC of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a GRPUC security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to GRPUC’s satisfaction.

2. **Notification of Supply Chain Security Breach.** Contractor will promptly notify GRPUC, of any breach of supply chain security involving GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.
3. **Return/Rejection of Goods.** Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or GRPUC in good faith suspects a breach may have occurred, including evidence that packaging or Goods were tampered with or damaged, GRPUC may reject delivery of those Goods or return any of those Goods already delivered, subject to the warranty provisions of Section 2.5 of the Contract.

GRPUC may instruct Contractor to promptly sanitize or destroy Goods upon their return. Following the completion of any such sanitization or destruction, and upon request by GRPUC,

the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to GRPUC, if requested, within one (1) month following the return of the Goods.

SECURITY AND DATA PROTECTION

Contractor is responsible for the security and protection of GRPUC data subject to and related to Software Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

“**Software Services**” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to GRPUC data.

“**Data**” (whether or not capitalized) has the meaning of “government data” in Minn. Stat. § 13.02, subd. 7.

“**Not public data**” (whether or not capitalized) has the meaning in Minn. Stat. § 13.02, subd. 8a.

“**Security incident**” (whether or not capitalized) means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of GRPUC data; (2) interference with an information system; (3) disruption of or to Contractor’s service(s); or (4) any similar or related incident.

“**Privacy incident**” (whether or not capitalized) means violation of the MGDPA; violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect GRPUC data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of GRPUC data protected by such GRPUC or federal laws or by contract.

1. **Data Ownership.** GRPUC solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all GRPUC data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to GRPUC data.

Contractor will only use GRPUC data for the purposes set forth in the Contract. Contractor will only access GRPUC data as necessary for performance of this Contract. Contractor will not access GRPUC user accounts except to respond to service or technical problems or at GRPUC’s specific request.

All GRPUC data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to GRPUC by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if GRPUC authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety (90) days following any remittance of GRPUC data to GRPUC, Contractor shall, unless otherwise instructed by GRPUC in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense. Notwithstanding the foregoing, GRPUC acknowledges and agrees that Contractor is not obligated to return or destroy copies of GRPUC data residing on Contractor's back-up, disaster recovery, or business continuity systems, until such time as the data is destroyed under its normal retention schedule.

In the event Contractor receives a request to release any GRPUC data, Contractor must immediately notify GRPUC. GRPUC will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with GRPUC's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

2. **Notification of Incidents.** If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any GRPUC data, Contractor must report such incident to GRPUC as soon as possible, but no later than forty-eight (48) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of GRPUC. Notwithstanding anything to the contrary in this Contract and subject to the limitations of liability contained therein, Contractor will indemnify, hold harmless and defend GRPUC and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident caused by or due to the acts or omissions of Contractor involving any GRPUC data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend GRPUC under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any GRPUC data. Notwithstanding anything to the contrary, Contractor shall have no responsibility for any cybersecurity incident resulting from GRPUC's acts or omissions.
3. **Security Program.** Contractor will use best efforts to protect and secure GRPUC data related to this Contract. Contractor will establish and maintain an Information Security Program ("**Program**") that includes an information security policy applicable to any and all Software Services ("**Policy**"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards.

Upon GRPUC's request, Contractor will make its Policy available to GRPUC on a confidential, need-to-know basis, along with other related information reasonably requested by GRPUC regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and GRPUC must treat the Policy and related information on security practices and policies that are specific to GRPUC as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

4. **Data Management.** Contractor will not use GRPUC data, including production data, for testing or development purposes unless authorized in writing by GRPUC. Contractor will implement and maintain procedures to physically and logically segregate GRPUC data, unless otherwise explicitly authorized by GRPUC.
5. **Data Encryption.** Contractor must encrypt all GRPUC data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to GRPUC data. Contractor will secure and protect all encryption keys to GRPUC data. Encryption keys to GRPUC data will only be accessed by Contractor as necessary for performance of this Contract.
6. **Data Storage.** Contractor warrants that any and all GRPUC data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
7. **Data Center and Monitoring/Support Locations.** During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit GRPUC data only in the continental United States, (2) store, process and transmit GRPUC data only in the continental United States, and (3) locate all monitoring and support of all Software Services only in the continental United States. GRPUC has the right to on-site visits and reasonable inspection of the data centers upon reasonable notice to Contractor prior to the visit.
8. **Security Audits & Remediation.** Contractor will audit the security of the systems and processes used to provide any and all Software Services, including those of the data centers used by Contractor to provide any and all Software Services to GRPUC. This security audit: (1) will be performed at least once every calendar year; (2) will be performed according to the Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2, International Organization for Standardization (ISO) 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("**Contractor Audit Report**"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the MGDPA; and (5) may be performed for other purposes in addition to satisfying this section.

Upon GRPUC's reasonable, advance written request, Contractor will provide to GRPUC a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If GRPUC becomes aware of any other Contractor controls that do not substantially meet GRPUC's requirements, GRPUC may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by GRPUC or known by Contractor, in a commercially reasonable timeframe.

9. **Subcontractors and Third Parties.** With the exception of Contractor's suppliers, as strictly necessary for the performance of its obligations herein, Contractor warrants that no GRPUC data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by GRPUC. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides GRPUC data, including Contractor's suppliers, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.
10. **Compliance with Data Privacy and Security Laws and Standards.** Contractor shall comply with all applicable local, state, and federal data privacy and data security laws, rules, and regulations.
11. **Remedies.** Contractor acknowledges that GRPUC, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate GRPUC for such a breach. In such circumstances, GRPUC will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by GRPUC.
12. **Business Continuity.** Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Software Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon GRPUC's request and at GRPUC's expense, Contractor must also participate, at mutually agreed upon times, in GRPUC business continuity and disaster recovery testing, training, and exercise activities.

In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Software Services for as long as GRPUC needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, GRPUC may purchase the continuing Software Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by GRPUC, and shall be reduced by the amount paid for Software Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to GRPUC any unused portion of payments for Software Services.

13. **Background Checks.** Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Software Services to GRPUC. Such background investigations must have been or will be conducted by investigating local, state, and federal criminal records, local, state, and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or GRPUC policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and GRPUC policies.

14. **Secure Coding.** Contractor warrants that all Software Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Software Services are free from any and all known viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to GRPUC as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify GRPUC of the cancellation of policies required under this Contract shall not constitute a waiver by GRPUC to the Contractor to provide such insurance.
- 1.4 GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request.

2 Notice to Insurer.

3 Reserved.

4 Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 4.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to any claim arising out of Contractor's performance under this Contract.
- 4.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.
- 4.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- 4.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
- 4.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

4.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

4.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

5 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

5.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$1,500,000 – per occurrence

\$1,500,000– annual aggregate

\$1,500,000– annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **GRPUC must be named as an Additional Insured**, to the extent permitted by law

5.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

5.3 Workers' Compensation Insurance. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows: The following limits are statutory and cannot be lowered. Verify the Contractor's WC coverage allows its employees to work outside of their home state – i.e., inter-state WC coverage

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the state, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide GRPUC with a certificate of insurance.

5.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance **minimum** limits are as follows: GRPUC does not allow lower limits

\$2,000,000 - per claim or event

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

5.5 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

5.6 Privacy Liability Insurance (or equivalent) The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Contractor shall maintain insurance to cover claims which may arise from failure of the Contractor to ensure the security of not public data stored on GRPUC's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Contractor's care, custody, and control. Insurance minimum limits are as follows:

\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate

The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work

Reference Contractor's quotation N-493477 Rev 2 dated September 6, 2024.

Exhibit D: Price and Payment Schedule

5.1.1 Compensation. The Contractor will be paid One Hundred and Nine Thousand Four Hundred and Eighty-Nine Dollars (\$109,489) in accordance with Exhibit D.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred and Nine Thousand Four Hundred and Eighty-Nine Dollars (\$109,489) subject to any agreed upon changes per Articles 2.2 and 2.3 herein..